

Humboldt Transit Authority
Governing Board of Directors
AGENDA
Regular Meeting October 21, 2015
HTA Conference Room - 133 V Street Eureka
9:00 a.m.

- I. Call meeting to Order
- II. Roll Call & Introductions
- III. Citizen's Communications
Members of the community are invited to comment on items or issues not on the agenda.
- IV. Closed Session
 - a. Public Comment
 - b. The Board will go into Closed Session pursuant to Government Code Section 54957.6. Agency designated representative: Jack Hughes; Employee organization: Local 1684, American Federation of State, County and Municipal Employees.
 - c. Pursuant to Government Code Section 54957.1, at the conclusion of the closed sessions, a public report will be made by the Board Chair disclosing action taken as required.
- V. Consent Calendar
By motion, recommend the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.
 - a. Approval of Minutes Page 01
Minutes from the September 16, 2015 Regular Board Meeting.
Action Recommended: Approve minutes
 - b. Bus Advertising Services Amendment Page 05
The current contract for Bus Advertising Services needs to be extended through the end of the calendar year.
Action Recommended: Approve and Execute Amendment No. 1 Extending the Bus Advertising Services Contract to December 31, 2015.
 - c. Humboldt State University Jack Pass Contract Page 07
The contracts between Humboldt State University and Humboldt Transit Authority for the Jack Pass are up for renewal.

d. Letter of Support

Page 34

Humboldt County Association of Governments is requesting a letter supporting their application for a Sustainable Transportation Planning Grant

Action Recommended: Approve the contracts between Humboldt State University and the Humboldt Transit Authority.

VI. Items Removed from the Consent Calendar

VII. Action Items

a. Bus Advertising Request for Proposals (RFP)

Page 36

Staff has enclosed a draft RFP regarding advertisement on HTA buses for board review and approval.

VIII. Discussion Agenda

Enclosed

a. August 2015 statistics and financial statements for all systems operated by HTA

IX. Communications

a. Board

b. Staff

X. Adjournment

Humboldt Transit Authority (HTA) is committed to a policy of non-discrimination pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Persons who require special accommodations, accessible seating, or documentation in alternative formats under the American with Disabilities Act or persons who require translation services (free of charge) should contact HTA at least two days prior to the meeting.

Humboldt Transit Authority (HTA) se compromete a una norma de no discriminación de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act, o personas que requieren servicios de traducción (libre de cargo) deben comunicarse con HTA al menos dos días antes de la reunión.

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

REGULAR BOARD MEETING

September 16, 2015

ROLL CALL

PRESENT

ABSENT

Board Members

Mark Lovelace, County of Humboldt
Rex Bohn, County of Humboldt
Tami Trent, City of Fortuna
Michael Winkler, City of Arcata
Natalie Arroyo, City of Eureka
Julie Fulkerson, City of Trinidad
Tim Marks, City of Rio Dell

Staff

Greg Pratt, General Manager
Karen Wilson, Manager of Operations
Brenda Fregoso, Secretary to the Board
Alene Webb, Finance Manager
Jim Wilson, Director of Maintenance

Introductions were made.

Also in attendance were Nancy Diamond, Humboldt Transit Authority's Counsel; Pat Barsanti, SHN; Basil Oiler, Senior Action Coalition.

CITIZEN'S COMMUNICATIONS

None

CALL TO ORDER

Councilmember Winkler called the meeting to order at 9:02 a.m.

At 9:04 a.m. the board went into closed session.

a. Public Comment

None

- b.** The board will go into closed session pursuant to Government Code Section 54957.6. Agency designated representative: Jack Hughes, Employee organization: Local 1684, American Federation of State, County and Municipal Employees.
- c.** Pursuant to Government Code Section 54957.1, at the conclusion of the closed session, a public report will be made by the Board Chair disclosing action taken as required.

The board resumed open session at 9:50 a.m. Chairperson Winkler announced that was nothing to report.

Finance Manager Alene Webb introduced HTA's new bookkeeper, Kerri Hart.

ACTION ITEMS

a. Request for Proposal for Construction of HTA's Fuel Station

The current fueling station does not allow ADA compliant low floor buses to maneuver safely into the fueling area. Staff has been working with the City of Eureka and SHN Consulting to construct a fueling station that addresses safety and efficiency.

Director of Maintenance Jim Wilson gave the Board information regarding the need for a new fueling station. Pat Barsanti from SHN gave the Board an update on the progress with the design work and permitting with the City of Eureka, and presented the draft RFP that will be sent out. Motion by Supervisor Lovelace, second by Councilmember Arroyo to authorize HTA's General Manager to send out Invitations for Bid for the new fueling station.

Motion carries unanimously

b. Procurement Policy

General Manager Greg Pratt gave the Board information on HTA's current Procurement Policy. Currently HTA is using State and Federal guidelines for all procurements. Over the last two months, Staff has been working with other transit agencies and HTA's legal counsel to develop a procurement policy that is tailored specifically for transit and complies with State and Federal standards.

Motion by Supervisor Lovelace, second by Councilmember Arroyo to approve the Procurement Policy with minor changes and adopt Resolution 15-14.

Motion carries unanimously

c. Humboldt Transit authority Bus Advertising Policy

HTA Staff has formed a draft Bus Ad Policy for Board review and adoption.

General Manager Greg Pratt gave the Board and update on the new advertising contract policies. Motion by Supervisor Lovelace, second by Councilmember Fulkerson to adopt Resolution 15-15, Humboldt Transits Authority's Advertising Policy.

Ayes: Lovelace, Bohn, Trent, Arroyo, Fulkerson, Marks,

Noes: Winkler

d. Cleaning Service for HTA Bus Stop Shelters

A new contract is needed for cleaning the bus shelters. Staff is requesting that the Board extend the present contract.

General Manager Greg Pratt gave the Board and update on the current cleaning contract with Teen Challenge and requests that HTA remain with Teen Challenge.

Motion by Supervisor Bohn, second by Supervisor Lovelace to Execute the Contract between Teen Challenge and Humboldt Transit Authority for a three-year term at a fixed cost of \$3647.40/month.

Motion carries unanimously

e. Gratis Charter Request

The Humboldt County Resource Conservation District (HCRCD) has requested a charter for the Salt River Ecosystem Restoration Project.

General Manager Greg Pratt explained to the Board that in effort to support the Salt River Restoration Project, the Humboldt County Resource Conservation District and the non-profit Salt River Watershed Council are asking for support from HTA's Board of Directors to supply two (2) small buses to help transport community members and dignitaries to various sites to bring awareness to the project.

General Manager Greg Pratt informed the Board that HTA has available the drivers and buses and that it would cost HTA approximately \$250.00.

Motion by Councilmember Fulkerson, second by Supervisor Lovelace to approve the gratis charter for the Humboldt County Resource Conservation District (HCRCD), Salt River Ecosystem Restoration Project for the date of October 24, 2015.

Motion carries unanimously

CONSENT CALENDAR

By motion, recommended the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.

Motion by Supervisor Lovelace, second by Councilmember Arroyo to approve the Consent Calendar.

Motion carries unanimously

a. Approval of Minutes

Minutes from the August 19, 2015 Regular Board Meeting.

Action Recommended: Approve minutes

b. Reasonable Modification of Policies and Procedures for Disabled Customers

Pursuant to Federal Regulation Code §37.169, Subpart G, transit agencies are required to document their program into policy.

Action Recommended: Approve the Humboldt Transit Authority's Reasonable Modification of Policies and Procedures for Disabled Customers by adopting Resolution 15-16.

Items removed from the Consent Calendar

None

DISCUSSION AGENDA

a. July 2015 statistics and financial statements for all systems operated by HTA

Finance Manager Alene Webb gave the Board highlights from the statistics and financial reports from the month of July 2015.

COMMUNICATIONS

Board:

None

Staff:

General Manager Greg Pratt announced that he will be out of town during October 21, 2015 board meeting and requested that the date be changed. Supervisor Bohn suggested keeping the date and that Staff should be able to conduct the regular board meeting. October 21, 2015 regular board meeting will remain on that date and time.

Meeting adjourned at 11:25 a.m.



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

TO: Chair Winkler
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: October 21, 2015

SUBJECT: Bus Advertising Services Amendment

The original 5-year contract for bus advertisement services was executed in November 2010. Staff is requesting the board extend the contract to December 31, 2015. This will allow enough time to complete the proposed RFP process and award the contract. There are no other proposed changes in the enclosed agreement.

Action Recommended: Approve and Execute Amendment No. 1 Extending the Bus Advertising Services Contract to December 31, 2015.

**AMENDMENT No. 1
TO AGREEMENT FOR ADVERTISING SERVICES**

This is an amendment ("Amendment") to that certain Agreement by and between Humboldt Transit Authority ("HTA") and Advanced Display and Signs ("Consultant"), entitled Agreement for Advertising Services, dated November 15, 2010 ("Agreement"). This Amendment is effective on July 1, 2015.

RECITALS

WHEREAS, under the Agreement, Consultant obtains and provides advertising accounts with businesses in Humboldt County to advertise on the HTA buses;

WHEREAS, HTA's Procurement Policy requires that HTA initiate a request for proposal (RFP) process to enter into a successor advertising services contract, which HTA anticipates concluding by December 31, 2015; and

WHEREAS, the parties desire to extend the existing Agreement so there is no interruption of advertising services during the RFP process.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the parties agree as follows:

1. Section 1, Term: The term of the Agreement is hereby extended to December 31, 2015.
2. Ratification of Agreement. The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 effective as of the date of the stated above.

Humboldt Transit Authority:

By: _____
Name: Michael Winkler
Its: Chair of the Board

Date: _____

ATTEST:

Brenda Fregoso, Secretary to the Board

Consultant: Advanced Display & Signs

By: _____
Name:
Its:

Date: _____



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

TO: Chair Winkler
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: October 20, 2015

SUBJECT: Humboldt State University Jack Pass Contracts

Humboldt Transit Authority has been under contract with Humboldt State University since 2008 to provide transportation services for students, faculty, and staff in an item known as the "Jack Pass." Due to the constant change in ridership, the terms of the contracts are renewed yearly. The two contracts up for renewal are for the Redwood Transit System and the Willow Creek System for the duration of July 1, 2015 to June 30, 2016.

Action Recommended: Approve the Contracts Between Redwood Transit, Willow Creek, and Humboldt State University.

~ Contracts enclosed

AGREEMENT

CONTRACT NUMBER 1110481CN	AM.NO.
TAXPAYER'S FEDERAL /EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 1st day of July, 2015

in the State of California, by and between the Trustees of the California State University (CSU), which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called the University, and

CONTRACTOR NAME

Humboldt Transit Authority

,hereinafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

Contractor to provide all labor, equipment, materials, and any other costs necessary to provide Willow Creek bus transportation service for FY 2015-2016, in accordance with the provisions of the following documents, which by this reference are made a part of this Agreement:

Exhibit A, Specifications, consisting of one (1) page; and

Exhibit B, CSU General Provisions for Service Acquisitions, consisting of eleven (11) pages.

The term of this Agreement shall extend from July 1, 2015 through June 30, 2016. Service shall commence July 1, 2015.

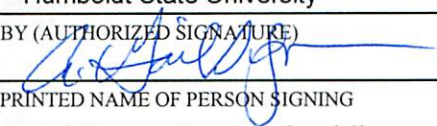

Total of this Agreement shall not exceed Two Thousand Six Hundred Seventy-Six Dollars and Seventy-Five Cents (\$2,676.75).

Accounting Information:

613001 TO130 U60009 90% \$2,408.18

613001 TS001 D40056 10% \$ 267.57

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR	
UNIVERSITY Humboldt State University		CONTRACTOR Humboldt Transit Authority	
BY (AUTHORIZED SIGNATURE) 	DATE 10/8/15	BY (AUTHORIZED SIGNATURE)	DATE
PRINTED NAME OF PERSON SIGNING A. Gail Dungan, Contracts Specialist		PRINTED NAME OF PERSON SIGNING	
Contracts, Procurement, and Risk Management #1 Harpst Street, Arcata, CA 95521		ADDRESS 133 V Street, Eureka, CA 95501	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,676.75		PROGRAM/CATEGORY (CODE TITLE) (OPTIONAL USE)	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	ITEM	CHAPTER	STATUTE FISCAL YEAR 15-16
TOTAL AMOUNT ENCUMBERED TO DATE \$2,676.75	OBJECT OF EXPENDITURE (TITLE AND CHARTFIELD STRING) Parking See Above		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
Funds Encumbered by: 		DATE 10/8/2015	
<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> CSU	<input checked="" type="checkbox"/> ACCOUNTING	<input type="checkbox"/> DEPARTMENT

2015- 2016 Transportation Specifications for the Willow Creek Service

The Willow Creek Service (WCS) will provide all labor, equipment, materials, and any other costs necessary to provide transportation services for Humboldt State University (HSU) students, faculty and staff under the following specified terms:

The Willow Creek Service (WCS) will provide regular, scheduled bus service to all published stops on all published routes during all published hours of operations for the period encompassing July 1, 2015 through June 30, 2016.

Transportation services for all HSU students, faculty and staff shall be subsidized by HSU in accordance with the following:

- Upon boarding, the rider shall be required to swipe either a HSU photo identification card, or a five-day temporary JackPass card, through the onboard electronic fare box to validate ridership. In addition, the WCS driver shall make efforts to validate ridership via visual verification that the photo on the HSU photo identification card matches the rider.
- The subsidized fare shall be made available to the rider at the time of the ride. Pre-purchased transportation passes or other types of transportation passes/tickets shall not be required. WCS shall provide, at no charge, five day JackPass temporary passes to the University which may, in turn, be issued to new customers or those experiencing issues with ridership validation with their HSU photo identification card.
- HSU will provide WCS with written notification of changes in HSU identification cards so as to ensure WCS is able to maintain accurate valid rider information within the electronic fare box and ridership controls system operated by WCS.
- WCS shall record ridership and present a monthly report to HSU detailing ridership and statistical data. Said report shall be submitted no later than one week following the end of each month. Reports may be submitted to: Humboldt State University, Facilities Management, Building 46-Facilities Management, Arcata, CA 95521.

WCS shall actively work with Traci Ferdolage, Associate Vice President, Facilities Management, (707) 826-4111, or her designee, to coordinate successful completion of these services including changes in schedule and location of stops on campus and other campus-related transit planning.

The total amount of the contract is based on the previous year's ridership and cost per passenger for JackPass qualified riders. Ridership in FY2014/15 was established at 973 passengers; JackPass qualified rider cost per passenger has been established at \$2.75. Therefore, the total contract value for FY2015/16 shall be a flat rate of Two Thousand Six Hundred Seventy-Five Dollars and Seventy-Five Cents (\$2,676.75) for unlimited rides on WCS for those individuals complying with the terms of ridership as defined above and throughout the terms of this contract.

Payment is to be made in two installments. Payment of one-half of the contract total in the amount of One Thousand Three Hundred Thirty-Eight Dollars and No Cents (\$1,338.00) shall be due on October 31, 2015. The second installment shall be the remaining one-half of the contract total in the amount of One Thousand Three Hundred Thirty-Eight Dollars and Seventy-Five Cents (\$1,338.75) and shall be due on April 30, 2016.

Payment is to be made upon receipt of invoice submitted to Humboldt State University, Facilities Management, Building 46-Facilities Management, Arcata, CA 95521.

The term of this contract shall encompass July 1, 2015 through June 30, 2016. Service shall commence on July 1, 2015.

This contract may be cancelled by either party upon thirty (30) days written notice. This contract is not a continuous agreement beyond the dates specified herein. Subsequent contracts, if any, will be prepared as separate agreements and this agreement is not contingent assurance of continuation.

**CSU GENERAL PROVISIONS
FOR
SERVICE ACQUISITIONS
Revised 10/15/14**

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1. Commencement of Work

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer.

2. Contract Alterations & Integration

No alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.

3. Severability

Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, [the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4. Independent Status

Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from CSU.

5. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California

6. Contractor's Power and Authority

Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

7. Assignments

Contractor shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.

8. Personnel

Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights

Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time

Time is of the essence in the performance of this Contract.

11. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.

12. Appropriation of Funds

- (a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

13. Cancellation

CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

14. Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

15. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.
- (d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty

Contractor warrants that

- (i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
- (ii) the deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

(a) Policies and Coverage.

(1) The Contractor shall obtain and maintain the following policies and coverage:

- (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.

- (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists
- (iii) Worker's Compensation including Employers Liability Insurance as required by law.
- (2) The Contractor also may be required to obtain and maintain the following policies and coverage:
 - (i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.
 - (ii) Other Insurance by agreement between the Trustees and the Contractor.

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
- (2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (3) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.
- (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

- (1) For all projects, the insurance furnished by Contractor under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
 - (i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
 - \$2,000,000 General Aggregate
 - \$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
 - (ii) Business Automobile Liability Insurance-Limits of Liability
 - \$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
 - (iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.
- (2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
 - (i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability
 - \$10,000,000 General Aggregate
 - \$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.
 - (ii) In addition to the coverage for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:
 - (a) MCS-90 endorsement
 - (b) Sudden & Accidental Pollution endorsement--Limits of Liability*
 - \$2,000,000 Each Occurrence
 - \$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSU requirements. Further, this letter will provide

that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Miscellaneous.

- (1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
- (3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
- (6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

19. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

20. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

- (a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.
- (b) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (c) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after
 - (i) the performance completion date of services; or
 - (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (d) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

21. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

22. Use of Data

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

23. Confidentiality of Data

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, If so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.
- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

24. Information Security Requirements

- (a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in Rider A.
- (c) Personal Security Requirements
Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

25. Patent, Copyright, and Trade Secret Indemnity

- (a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSU with indemnity protection.
 - (i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
 - (ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU's written approval.
- (b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- (c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or

Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

- (d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

26. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU's discretion.

27. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by

- (a) the Office of the University Auditor, and
(b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

29. Conflict of Interest

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

30. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit to be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
- (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
 - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU and includes:
- (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or

- (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- (c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

32. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

33. Nondiscrimination

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

34. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

35. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;

- (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:
- (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note:
- Authority Cited: Government Code Section 8350-8357

36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

37. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

38. Child Support Compliance Act

For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

39. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

40. Debarment and Suspension

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations [CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

41. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

42. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

43. Loss Leader

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

44. DVBE and Small Business Participation

- (a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
 - (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
 - (2) the total amount the prime Contractor received under the Contract; and
 - (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

45. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

AGREEMENT

CONTRACT NUMBER 1110482CN	AM.NO.
TAXPAYER'S FEDERAL /EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 1st day of July, 2015

in the State of California, by and between the Trustees of the California State University (CSU), which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called the University, and

CONTRACTOR NAME
HUMBOLDT TRANSIT AUTHORITY

,hereinafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

Contractor to provide all labor, equipment, materials, and any other costs necessary to provide Redwood Transit System bus transportation service for FY 2015-2016, in accordance with the provisions of the following documents, which by this reference are made a part of this Agreement:

Exhibit A, Specifications, consisting of one (1) page; and

Exhibit B, CSU General Provisions for Service Acquisitions, consisting of eleven (11) pages.

The term of this Agreement shall extend from July 1, 2015, through June 30, 2016. Service shall commence July 1, 2015.


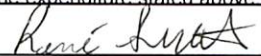
Total of this Agreement shall not exceed Two Hundred Sixty-Five Thousand Three Hundred Thirty-Three Dollars and Fourteen Cents (\$265,333.14).

ACCOUNTING INFORMATION FOR UNIVERSITY USE ONLY:

613001 TO130 U60009 \$238,799.83

613001 TS001 D40056 \$ 26,533.31

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR	
UNIVERSITY Humboldt State University		CONTRACTOR HUMBOLDT TRANSIT AUTHORITY	
BY (AUTHORIZED SIGNATURE) 	DATE 10-8-15	BY (AUTHORIZED SIGNATURE)	DATE
PRINTED NAME OF PERSON SIGNING Mike Burghart, Director		PRINTED NAME OF PERSON SIGNING	
Contracts, Procurement, and Risk Management #1 Harpst Street, Arcata, CA 95521		ADDRESS 133 V Street, Eureka, CA 95501	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$265,333.14		PROGRAM/CATEGORY (CODE TITLE) (OPTIONAL USE)	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	ITEM	CHAPTER	STATUTE FISCAL YEAR 15-16
TOTAL AMOUNT ENCUMBERED TO DATE \$265,333.14	OBJECT OF EXPENDITURE (TITLE AND CHARTFIELD STRING) Parking See Above		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T.B.A. NO.	B.R. NO.
Funds Encumbered by: 		DATE 10/8/2015	

☐ CONTRACTOR ☐ CSU ☐ ACCOUNTING ☐ DEPARTMENT

2015- 2016 Transportation Specifications for the Redwood Transit System

The Redwood Transit System (RTS) will provide all labor, equipment, materials and any other costs necessary to provide transportation services for Humboldt State University (HSU) students, faculty and staff under the following specified terms:

The Redwood Transit System (RTS) will provide regular, scheduled bus service to all published stops on all published routes during all published hours of operations for the period encompassing July 1, 2015 through June 30, 2016.

Transportation services for all HSU students, faculty and staff shall be subsidized by HSU in accordance with the following:

- Upon boarding, the rider shall be required to swipe either a HSU photo identification card or a five-day temporary JackPass card, through the onboard electronic fare box to validate ridership. In addition, the RTS driver shall make efforts to validate ridership via visual verification that the photo on the HSU photo identification card matches the rider.
- The subsidized fare shall be made available to the rider at the time of the ride. Pre-purchased transportation passes or other types of transportation passes/tickets shall not be required. RTS shall provide, at no charge, five day JackPass temporary passes to the University which may, in turn, be issued to new customers or those experiencing issues with ridership validation with their HSU photo identification card.
- HSU will provide RTS with written notification of changes in HSU identification cards so as to ensure RTS is able to maintain accurate valid rider information within the electronic fare box and ridership controls system operated by RTS.
- RTS shall record ridership and present a monthly report to HSU detailing ridership and statistical data. Said report shall be submitted no later than one week following the end of each month. Reports may be submitted to: Humboldt State University, Facilities Management, Building 46-Facilities Management, Arcata, CA 95521.

RTS shall actively work with Traci Ferdolage, Associate Vice President, Facilities Management, (707) 826-4111, or her designee, to coordinate successful completion of these services including changes in schedule and location of stops on campus and other campus-related transit planning.

The total amount of the contract is based on the previous fiscal year's ridership and cost per passenger for JackPass qualified riders. Ridership in FY2014/15 was established at 169,002 passengers; JackPass qualified rider cost per passenger has been established at \$1.57. Therefore, the total contract value for FY2015/16 shall be a flat rate of Two Hundred Sixty-Five Thousand Three Hundred Thirty-Three Dollars and Fourteen Cents (\$265,333.14) for unlimited rides on RTS for those individuals complying with the terms of ridership as defined above and throughout the term of this contract.

Payment is to be made in two installments. Payment of one-half of the contract total in the amount of One Hundred Thirty-Two Thousand Six Hundred Sixty-Six Dollars and Fourteen Cents (\$132,666.14) shall be due on October 31, 2015. The second installment shall be the remaining one-half of the contract total in the amount of One Hundred Thirty-Two Thousand Six Hundred Sixty-Six Dollars and Fourteen Cents (\$132,666.14) and shall be due on April 30, 2016.

Payment is to be made upon receipt of invoice submitted to Humboldt State University, Facilities Management, Building 46-Facilities Management, Arcata, CA 95521.

The term of this contract shall extend from July 1, 2015, through June 30, 2016. Service shall commence on July 1, 2015.

This contract may be cancelled by either party upon thirty (30) day's written notice. This contract is not a continuous agreement beyond the dates specified herein. Subsequent contracts, if any, will be prepared as separate agreements and this agreement is not contingent assurance of continuation.

**CSU GENERAL PROVISIONS
FOR
SERVICE ACQUISITIONS
Revised 10/15/14**

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1. Commencement of Work

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer.

2. Contract Alterations & Integration

No alteration or variation of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the parties hereto.

3. Severability

Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, [the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4. Independent Status

Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from CSU.

5. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California

6. Contractor's Power and Authority

Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

7. Assignments

Contractor shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.

8. Personnel

Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. Waiver of Rights

Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10. Time

Time is of the essence in the performance of this Contract.

11. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.

12. Appropriation of Funds

- (a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

13. Cancellation

CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

14. Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

15. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.
- (d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

16. Warranty

Contractor warrants that

- (i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
- (ii) the deliverables will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

(a) Policies and Coverage.

(1) The Contractor shall obtain and maintain the following policies and coverage:

- (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.

- (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists
- (iii) Worker's Compensation including Employers Liability Insurance as required by law.
- (2) The Contractor also may be required to obtain and maintain the following policies and coverage:
 - (i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.
 - (ii) Other Insurance by agreement between the Trustees and the Contractor.

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
- (2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (3) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.
- (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

- (1) For all projects, the insurance furnished by Contractor under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
 - (i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
 - \$2,000,000 General Aggregate
 - \$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
 - (ii) Business Automobile Liability Insurance-Limits of Liability
 - \$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
 - (iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.
- (2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:
 - (i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability
 - \$10,000,000 General Aggregate
 - \$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.
 - (ii) In addition to the coverage for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:
 - (a) MCS-90 endorsement
 - (b) Sudden & Accidental Pollution endorsement--Limits of Liability*
 - \$2,000,000 Each Occurrence
 - \$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSU requirements. Further, this letter will provide

that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Miscellaneous.

- (1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
- (3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
- (6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

19. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

20. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

- (a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.
- (b) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (c) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after
 - (i) the performance completion date of services; or
 - (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (d) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

21. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

22. Use of Data

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

23. Confidentiality of Data

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use, disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, If so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.
- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

24. Information Security Requirements

- (a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in Rider A.
- (c) Personal Security Requirements
Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

25. Patent, Copyright, and Trade Secret Indemnity

- (a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide CSU with indemnity protection.
 - (i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
 - (ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU's written approval.
- (b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- (c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or

Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

- (d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

26. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU's discretion.

27. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by

- (a) the Office of the University Auditor, and
(b) the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

29. Conflict of Interest

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

30. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit to be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
- (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
 - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU and includes:
- (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or

- (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- (c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

32. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

33. Nondiscrimination

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

34. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

35. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;

- (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:
- (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note:
- Authority Cited: Government Code Section 8350-8357

36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

37. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

38. Child Support Compliance Act

For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

39. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

40. Debarment and Suspension

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (2 Code Federal Regulations [CFR] 180.220, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

41. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

42. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

43. Loss Leader

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

44. DVBE and Small Business Participation

- (a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
- (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
 - (2) the total amount the prime Contractor received under the Contract; and
 - (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

45. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.



HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

611 I Street, Suite B

Eureka, CA 95501

www.hcaog.net

DATE: October 15, 2015
TO: Michael Winkler, HTA Board Chair, & Governing Board Members
FROM: Oona Smith, Senior Planner
SUBJECT: Request for a Letter of Support for a Sustainable Transportation Planning Grant Application

HCAOG is requesting a letter of support from the HTA Board for our proposed project to carry out transit planning. We are applying for a Caltran's Sustainable Transportation Planning Grant to develop two companion plans: the 5-year update of the Transit Development Plan, and a Transit Marketing Plan. Developing these plans will include:

- identifying strategies and implementation steps for improving efficiency, accessibility, and connectedness of the regional transit network.
- updating the current 5-year TDP, including transit rider surveys, evaluating performance measures, developing a 5-year capital improvement plan, operating plan, and financial plan.
- developing a rebranding plan to unify nine distinct service brands, to increase visibility and cohesiveness of Humboldt's transit network.
- developing marketing strategies and tools to make the local, regional, and interregional transit services easier to understand for current and potential riders.
- developing marketing strategies for targeted campaigns to get relevant transit information to Baby Boomers and other population groups.
- improving coordination, participation, and strategic planning among transit operators, social service providers, and other transportation partners.
- integrating extensive community participation and public outreach to reach the broad spectrum of current and potential transit riders.

The goals and objectives of this transit planning is consistent with the "Public Transportation Element" policies adopted in *VROOM*, HCAOG's Regional Transportation Plan (2014). Developing these transit plans is also congruent with State transportation planning goals and the Grant Program Overarching Objectives of: sustainability, preservation, mobility, safety, health, and equity.

A draft letter of support is attached for your convenience. Thank you very much for your consideration.



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

October 21, 2015

Marcella Clem
Executive Director
Humboldt County Association of Governments (HCAOG)
611 I Street, Suite B
Eureka, CA 95501

Dear Marcella,

Humboldt Transit Authority (HTA) supports HCAOG's application to the Caltrans Sustainable Transportation Planning Grant Program (FY 2016-2017) for "Transit Takes Off: Transit Development Plan and Transit Marketing Plan."

From HTA's perspective, having a member seat on all of HCAOG's committees, the strategic planning to be done in conjunction with developing the TDP will be a great benefit for the Social Service Transportation Advisory Council (SSTAC) and the Service Coordination Committee (SCC).

HCAOG's current "FY 2011/12-2015/16 Transit Development Plan for Humboldt County Transit Systems" was developed almost five years ago. In that time, HTA has implemented several changes to improve regional transit service; the local transit systems have done so, too. Now we would benefit from a formal evaluation of today's system's performance, including time-intensive but certainly valuable on-board rider surveys. As the TDP update will focus on all nine local and regional transit services, it will give pertinent, consistent information to all transit operators at the same time, which will help us identify, collectively, the best strategies for integrated and efficient capital plans, service plans, and funding plans for the next five years.

Developing a short-term Transit Marketing Plan is also greatly needed, and timing it with the TDP Update will be very effective and efficient. Humboldt County has very good transit services, but learning of and navigating the nine different services, with six different transit operators, can be confusing to users, especially at first. If all the transit operators can collaborate to develop a rebranding and marketing plan and agree on implementation steps, it will vastly improve our ridership's experience accessing and using public transit.

Sincerely,

Humboldt Transit Authority

Michael Winkler, HTA Chair



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

TO: Chair Winkler
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: October 21, 2015

SUBJECT: Request For Proposal (RFP) Bus Advertising Services

HTA has 25 buses with exterior advertising space, and 15 of those have room on the inside for free non-profit ads. Most, if not all of the buses have their ad spaces already sold. Since November 2010, Advanced Display and Signs (ADS) has been HTA's advertising agent for bus ads, operating from a contract that is based off of 18 buses. ADS has assisted staff with press releases, social media, promotion, and has done gratis work for non-profit groups.

At the beginning of 2016, taking into account new buses on order, the size of the fleet will have increased by almost 50%. Staff feels it is in the best interest of HTA to solicit proposals for bus advertising in order to maximize the return of revenue from the growth of the system. Staff has worked with HTA Legal Counsel and prepared a draft Bus Advertising RFP to be distributed upon approval.

Action Recommended: Review, Discuss and Authorize the General Manager to send out Requests for Proposals.

~RFP Enclosed

REQUEST FOR PROPOSALS

TRANSIT ADVERTISING SERVICES FOR THE HUMBOLDT TRANSIT AUTHORITY EUREKA, CA

OCTOBER 26, 2015

GENERAL

The Humboldt Transit Authority (HTA) was established in 1975, under a joint-powers agreement between the cities of Arcata, Eureka, Fortuna, Rio Dell and Trinidad, and the County of Humboldt. HTA is headquartered in the county seat of Eureka.

HTA's mainline service, the Redwood Transit System (RTS), operates between the cities of Scotia and Trinidad, Monday through Sunday. Headways range from 30 minutes in the heaviest traveled route sectors (between Humboldt State University and College of the Redwoods) to two hours. Destinations served include Scotia, Rio Dell, Fortuna, Fernbridge, Loleta, College of the Redwoods, Fields Landing, King Salmon, Eureka, Arcata, Humboldt State University, McKinleyville, Arcata-Eureka Airport, Westhaven, and Trinidad. The Willow Creek Intercity System operates Monday through Saturday and connects from the Arcata Transit Center to the community of Willow Creek, including stops at Valley West Boulevard and Arcata High School. The Southern Humboldt Intercity City service provides service Monday through Friday with travel times in the morning and afternoon, connecting Garberville and Eureka with stops including BriceLand/Redway Drive, Phillipsville, Miranda, Myers Flat, Weott, Fortuna, and College of the Redwoods. The Southern Humboldt Local Transit System serves areas between Benbow and Miranda providing deviated fixed route service. The Tish Non-Village Transit operates Monday through Friday and connects to the Redwood Transit Service in Fortuna and College of the Redwoods. Fleet information below:

Table 1

<u>System</u>	<u>Number of Vehicles</u>	<u>Vehicle Description</u>
Redwood Transit System (RTS)	*16	40-foot bus
Willow Creek (WC)	2	30-foot cutaway
Southern Humboldt Intercity (SHI)	*5	30-foot cutaway
Southern Humboldt Local (SHL)	2	25-foot cutaway
Tish Non-Village (TNT)	2	30-foot cutaway
Total Vehicles:	27	

**One (1) 40-foot RTS bus and one (1) 30-foot SHI bus will be made available to HTA and its member entities for system promotion and public service announcements.*

SCHEDULE

Table 2

RFP RELEASE DATE:	OCTOBER 26, 2015
PROPOSALS DUE:	NOVEMBER 27, 2015
TENTATIVE AWARD DATE:	DECEMBER 16, 2015
CONTRACT APPROVAL:	DECEMBER 23, 2015
CONTRACT START:	JANUARY 1, 2016

Proposals must be clearly marked "Bus Advertising Program" and received no later than 4:00 p.m. on Friday November 27, 2015, at the address below:

Humboldt Transit Authority
133 'V' Street
Eureka, CA 95501-0844
Attn: General Manager

Proposals received after that date and time will not be considered and will be returned to the sender unopened. A non-public opening of the proposals will be held at the location and time proposals are due. HTA will accept only one proposal from each qualified supplier.

SCOPE OF WORK

~Exhibit A is a current copy of HTA's bus advertising policy.

Humboldt Transit Authority (HTA) is accepting proposals from qualified firms for the provision of a transit advertising program for the exterior of the Redwood Transit System, Willow Creek Extension, Tish-Non Village and Southern Humboldt Transit System buses in the greater Humboldt County area as described in more detail in Table 1 found on the prior page. Note that of the total fleet, HTA will reserve one (1) 40-foot RTS bus and one (1) 30-foot SHI bus to be made available to and its member entities for system promotion and public service announcements.

The successful firm or firms will be solely responsible for the complete provision of each related component of the advertising program. This shall include, but is not be limited to, the marketing, production and placement of all advertising materials, and the acquisition, installation, maintenance and insurance to all related equipment during the term of the resulting agreement or agreements, if any, at no cost to HTA.

In exchange, the selected firm or firms shall have the exclusive right to sell advertising space on HTA's vehicles to the extent provided herein and in the resulting contract agreement or agreements, if any. The number of vehicles and the extent of the advertising on such vehicles, agreement terms and conditions, the revenue sharing percentage, and the method of calculation shall be subject to negotiation between HTA and the recommended firm, and is subject to the Humboldt Transit Authority's Bus Advertising Policy and Regulations, a copy of which is attached as Exhibit A.

PROPOSAL REQUIREMENTS

All proposals must include the following at a minimum:

1. Description of the proposing firm and any relevant experience of the firm and/or its principals including reference names and telephone numbers.
2. Location of the office that would be responsible for the program and the location from where advertising sales, placement and maintenance will be conducted, if different.
3. General description of the proposed program. Anticipated approach to the placement of bus exterior advertising including the expected size, mounting and location requirements and the number of vehicles necessary to fulfill the terms of the proposal.
4. Proposed advertising sales program and policy, including the anticipated fee structure for each type of space included in the proposal.
5. Sample contract provisions including the proposed term, revenue sharing schedule and termination provisions by type of advertising, if appropriate.
6. Any special considerations either requested by the proposing firm or to be given to HTA and its member entities, including any optional services or contract approaches being proposed for consideration.
7. Name, title, telephone number, email, and address of the authorized contact person for the proposing firm.

PROPOSAL EVALUATION AND CONTRACT AWARD

Proposals will be evaluated on the basis of the criteria set forth below. The highest score determined by the evaluation committee will determine the successful proposer:

- **Revenue Proposal** **50 Points**
The revenue proposal will be reviewed to determine the bid that is in the best financial interest of the Humboldt Transit Authority.
- **Background and Experience** **35 Points**
Client references, company history, customer feedback, quality of work, and individual sales representative's history will be considered.
- **Work Plan** **15 Points**
The methodology of the work plan and response to the details of the RFP
- **Local Vendor Preference** **5 Points**
A Local Vendor is defined as 1) conducting business in an office with a physical location within the County of Humboldt; and 2) holding a valid business license issued by the County of Humboldt or any City within the County.

The decision to award a contract or contracts shall be made by the HTA Governing Board of Directors at their first duly called meeting following the proposal due date unless, at their discretion, there is adequate justification to delay said award. The selection of a contractor is scheduled to occur on or after November 30, 2015.

RIGHT OF REJECTION

HTA reserves the right to withdraw this RFP or to modify the schedule described above at any time without prior notice and makes no representation that an agreement will be awarded to any firm responding to this RFP. HTA expressly reserves the right to reject any and all proposals, to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsibility of any firm and of the suitability of the materials and services to be rendered.

Any changes to the RFP requirements will be made by written addenda and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. No prior, current, or post-award verbal conversations or agreement(s) with an officer, agent, or employee of HTA shall affect or modify any terms or obligations of this RFP or any contract resulting from this procurement.

With the exception of contacting staff to ask questions regarding this RFP, any party submitting a proposal shall not lobby any HTA board member, official, employee or agent regarding this RFP. Any party attempting to influence the proposal, submittal and review process through the ex parte contact of any HTA official may have their proposal rejected.

CONTRACT TERM

The form of the contract is attached as Exhibit B. It will be for a five (5) year base term with an option, exercisable by Humboldt Transit Authority, for an additional two (2) year term. Should HTA determine to exercise the option, it will notify the contractor of its determination, in writing, at least ninety (90) days prior to the end of the base term or option term.

Prior to contract expiration, termination may be made by mutual agreement or immediately upon the breach of this agreement by the contractor. Either party may give the other party ninety (90) days written notice, and upon the expiration of the ninety (90) day time period, the agreement will be terminated. A breach of the contract may include, but is not limited to, a violation of the policies and rules of HTA, nonperformance of contractual duties, failure to pay, death of contractor, the occurrence of a conflict of interest between the contractor and HTA.

ATTACHMENTS

- Exhibit A Humboldt Transit Authority's Bus Advertising Policy
- Exhibit B Sample Agreement

HUMBOLDT TRANSIT AUTHORITY'S BUS ADVERTISING POLICY AND REGULATIONS

I. INTRODUCTION

The purpose of this policy is to establish guidelines for interior and exterior advertising on Humboldt Transit vehicles. The Humboldt Transit Authority Board is ultimately responsible for the adoption of this policy and any amendments. The Humboldt Transit Authority Board intends that it is operating in a proprietary capacity and its vehicles constitute non-public forms that are subject to the viewpoint-neutral restrictions set forth below.

The Humboldt Transit Authority Board has approved the concept of commercial advertising on the exterior of its vehicles as a means of raising revenue for the transit system. Revenue generated from commercial advertising is returned to the general operating budget and used to reduce local contributions to fund operations.

In order to realize the maximum benefit from the sale of advertising space, the program will be managed in a manner that produces as much revenue as practical, while ensuring that advertising does not:

- Discourage the use of the transit system.
- Diminish Humboldt Transit's reputation in the community.
- In any way interfere with operations or jeopardize the safety of passengers, employees, and the public.
- Cause offense to its customers or the general public.

The exterior of vehicles is reserved for commercial advertising only. In addition, a portion of the interior of buses will be available for commercial advertising, with Humboldt Transit also making available free public service advertising space for certain non-profit organizations. Humboldt Transit may, from time to time, also use exterior and interior vehicle advertising itself to promote public awareness of transit programs, services and promotions. This type of advertising may include the display of flyers, brochures, posters and special advertisements.

II. APPLICABILITY

This policy is applicable to Humboldt Transit Authority Board members and its employees, and companies that contract with Humboldt Transit for the leasing of advertising space on Humboldt Transit vehicles.

III. DEFINITIONS

- **Commercial Advertising:** Advertising for the sole purpose of selling or renting services or property for a profit.
- **Political Advertising:** Any advertising that supports or opposes the election of any candidate or group of candidates, or any ballot question, initiative, petition, or referendum issue, including bond issues, constitutional amendments, or proposed legislation.
- **Non-Profit Organizations:** Organizations that meet the requirements for a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code and that: 1. have a physical office in the geographical boundaries served by Humboldt Transit; 2. provide social welfare services; and 3. serve the needs of Humboldt Transit passengers.
- **Public Service Announcements:** Non-commercial and non-political advertising by Non-Profit Organizations promoting their social services.

IV. COMMERCIAL ADVERTISING STANDARDS

Advertising displayed on the exterior of Humboldt Transit buses shall be strictly commercial in nature and purpose. Commercial advertising also is available on the interior of the buses. Because Humboldt Transit serves persons of all ages and backgrounds and strives to create a comfortable and enjoyable experience for all passengers, the following types of advertising are prohibited:

- Materials that contain false, misleading, libelous, slanderous, or deceptive images.
- Advertising for illegal drugs.
- Advertising for adult products, services or entertainment directed to sexual stimulation.
- Advertising that depicts sexually explicit, obscene and/or pornographic images or words;
- Advertising that portrays graphic violence.
- Advertising that contains discriminatory, derogatory, negative or personal attacks against individuals, groups, or organizations.
- Advertising that is political.
- Advertising that is directed to inciting or producing imminent lawless action, or is likely to incite or produce such action, including but not limited to unlawful actions.
- Advertising that promotes illegal activity of any kind.
- Advertising that encourages persons to refrain from using Humboldt Transit or public transit in general.
- Advertising that explicitly and directly promotes or encourages the use of means of transportation in direct competition with public transit.
- Advertising messages that conflict with the mission of Humboldt Transit.
- Advertising that contains Humboldt Transit's name, brand logo, slogans or other graphic representations of the transit system, unless written consent from Humboldt Transit is obtained prior to use.
- The prohibitions also apply to advertisements that include a website that provides a message that does not comply with this Section.

V. PRODUCTION AND PLACEMENT GUIDELINES

Advertising materials will be produced at the advertiser's expense and must be of good quality and conform to standards for size, weight, material and other physical characteristics as set by Humboldt Transit.

Advertisers will be responsible for the installation and removal of advertising from vehicles. Humboldt Transit staff which will assist in scheduling buses for the installation or removal of advertising.

VI. COMPLIANCE RESPONSIBILITY

Humboldt Transit shall determine the interior and exterior spaces that will serve as appropriate locations for commercial and/or non-profit advertising. Humboldt Transit reserves the right to modify, change, or alter the locations and sizes of the available ad spaces as it sees fit. The placement and size of any advertising shall be at the sole discretion of Humboldt Transit. Humboldt Transit shall approve or reject a proposed advertisement or PSA within 15 days of when the request and all other documents associated with it are received by Humboldt Transit.

VII. INTERIOR ADVERTISING FOR NON-PROFIT ORGANIZATIONS

Interior advertising may be allowed and available to Non-Profit Organizations to display public service announcement (PSA) materials free of charge at the discretion of Humboldt Transit.

Guidelines for the acceptance of non-profit advertising are as follows:

- PSA materials will be produced at the non-profit organization's expense, and must be produced through a process that ensures reproduction of good quality on materials of specific quality and size, and conform to uniform standards set by Humboldt Transit.
- PSAs must be non-commercial, non-partisan, and non-political.
- PSAs are also prohibited from advertising in the manner provided in Section IV. a through o of this policy.
- PSA space may be available on the interior of vehicles only, provided display space is available.
- PSAs will be accepted on a first come, first-served basis, and may be displayed for up to 90 days.
- The sponsor of the PSA shall pay the applicable labor costs for the installation and removal of their advertising.

Exhibit B

**AGREEMENT BETWEEN
THE HUMBOLDT TRANSIT AUTHORITY
AND**

FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made on _____, 20____, by and between _____, a _____, hereinafter referred to as "Consultant," and the Humboldt Transit Authority, hereinafter referred to as "HTA." This Agreement is effective as of _____.

1. **Scope of Services.** Consultant will perform professional services for HTA in accordance with Exhibit A, Scope of Work, attached hereto and incorporated herein, and briefly described as

_____ ("Services").

2. **Term.**

- a) **Commencement.** No Services shall be performed or furnished under this Agreement until HTA has provided notice to commence Services to the Consultant, which shall not occur until after full execution of this Agreement by both parties and receipt by HTA of all insurance certificates.
- b) **Termination.** Either party may terminate this Agreement upon 10 days written notice. In such event, Consultant will be entitled to invoice HTA for and to receive payment for all acceptable Services performed or furnished under the Agreement, if applicable, and all reimbursable expenses incurred through the effective date of termination.
- c) **Time for completion.** Consultant shall complete all Services in accordance with the time schedule as set forth in the Scope of Work.

3. **Compensation For Services, Payment.**

- a) HTA shall pay Consultant at the rate and basis as set forth in the payment schedule, Exhibit B, attached hereto and incorporated herein.
- b) Consultant shall prepare and submit its invoices to HTA no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by HTA to pay undisputed invoices within 30 days of receipt. If HTA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. HTA may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. **Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

5. **Independent Contractor Status.** Consultant is performing Services as an independent contractor for HTA, and is neither an employee nor an agent of HTA. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.
6. **Document Submission and Title to Documents.** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of HTA upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
7. **Designation of Representative.** Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

HTA:
General Manager
Humboldt Transit Authority
133 V. Street,
Eureka, CA, 95501

Consultant:

9. **Indemnification.**

When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

10. Insurance.

a) Insurance Requirements.

- i. Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement and accepted by HTA, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant sublets or subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.
- ii. As evidence of specified insurance coverage, HTA may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming HTA as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.
- iii. HTA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

b) Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$1,000,000 Single Limit, any one claim and annual aggregate.

c) Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.

d) Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.

e) Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

11. **Dispute Resolution.** The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.
12. **Time of the Essence.** Time limits stated in this Agreement are of the essence.
13. **Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
14. **Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
15. **Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
16. **Entire Agreement/Modifications and Amendments.** This Agreement and all attachments constitutes the entire agreement between HTA and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.
17. **Assignment, Subcontract.** Consultant may not assign its rights, interests, duties or obligations under this Agreement without consent from HTA. Consultant may not subcontract Services without prior written consent from HTA.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date of the last party signing.

(Signatures on following page)

HUMBOLDT TRANSIT AUTHORITY

Chair of the HTA Governing Board of Directors

Designated Representative

Date

Phone

Attest: HTA Secretary to the Board

Fax

Email Address

CONSULTANT:

Consultant

Designated Representative

Date

Phone

Fax

Email Address