



TCRTA

Request for Proposals

for

2025 Tulare County Regional Transit Agency Renewable Natural Gas Supply & Credit Management

RE-RELEASED REQUEST FOR PROPOSALS

Re-Issued: January 5, 2026

(Supersedes RFP issued October 20, 2025)

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I. Introduction to the Request for Proposals (RFP)

Tulare County Regional Transit Agency (TCRTA) is located in Tulare County, which is centrally located in California's San Joaquin Valley. The San Joaquin Valley is a rich agricultural region, and Tulare County is recognized as the world's largest agricultural-producing county.

Tulare County has a land area of approximately 4,839 square miles, situated at the base of the Sierra Nevada Mountain Range foothills. The City of Visalia is the county seat. Tulare County is located north of Kern County, south of Fresno County, and east of Kings County. Tulare County is 173 miles north of Los Angeles and 265 miles south of San Francisco.

Project Overview

The Tulare County Regional Transit Agency (TCRTA) seeks to secure a cost-effective and compliant supply of Renewable Natural Gas (RNG) to fuel its CNG fleet and support its long-term sustainability goals. The program will outline pricing, delivery logistics, and compliance with all applicable state and federal regulations, including AB 32. The selected supplier will deliver RNG through the SoCalGas pipeline, provide monthly reporting, and support participation in credit programs such as RINs and LCFS.

The selected supplier shall propose cost-effective delivery options and develop an implementation plan that ensures a reliable RNG supply. The program will be used by county leaders, together with TCRTA staff, to guide decision-making, support compliance reporting, assist with fuel planning, and aid budgeting during the contract period. The RNG supply contract will require coordination with key stakeholders, regulatory agencies, and fuel providers. Stakeholders will be engaged through regular reports, compliance documentation, and performance updates. The supplier will work closely with the TCRTA Executive Director and staff to ensure the program's successful implementation.

Re-Release Notice

TCRTA initially published a Request for Proposals for these services on October 20, 2025. At that time, TCRTA believed it was required to comply with the procurement restrictions under SB 1383. After further review, it was determined that TCRTA does not meet the statutory definition of a “jurisdiction” as defined in the statute. Accordingly, this Request for Proposals is being re-released, and SB 1383 requirements do not apply to this solicitation.

II. Scope of Services and Schedule (Attachment A)

TCRTA is seeking proposals from qualified suppliers to provide Renewable Natural Gas (RNG) to fuel its CNG fleet and support the Agency's long-term sustainability goals. The selected supplier will be responsible for delivering RNG through the Southern California Gas Company (SoCalGas) pipeline system, ensuring compliance with applicable federal and state regulations, and supporting TCRTA's participation in credit programs such as Renewable Identification Numbers (RINs) and the Low Carbon Fuel Standard (LCFS).

This procurement seeks to secure a reliable, cost-effective RNG supply that meets 100% of TCRTA's fueling needs, while also providing the required documentation and reporting to demonstrate compliance with applicable regulatory programs and, where appropriate, to obtain an exemption from the California Cap-and-Trade Program (AB 32).

Please refer to Attachment A – Detailed Scope of Services for a complete description of project requirements, deliverables, and the anticipated contract schedule.

III. Selection Timeline

01/05/2026	Re-Release and Distribution of Request for Proposals
01/23/2026	Deadline for written inquiries/questions
02/13/2026	Proposals Due to TCRTA by 5:00 p.m.
02/16/2026-02/27/2026	Interviews and evaluation (if applicable)
03/16/2026	Consultant selection by TCRTA Board (estimated)
03/23/2026	Finalize Contract (estimated)
04/01/2026	Work begins (estimated)

IV. Budget and Invoicing

1. **Working Meetings:** Schedule and coordinate all necessary working meetings with the TCRTA project manager and project staff. Virtual meetings are permitted as required.
2. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the first day provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and TCRTA herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of TCRTA, providing for or covering such contract item as an expenditure therein. TCRTA does not represent that the said budget item will actually be adopted; said determination is the City Council's at the time of the budget's adoption.
3. **Invoices and Progress Reports:** Invoices and accompanying progress reports shall be submitted monthly. All invoices shall include a detailed description of the work completed, including the percentage of completion for each project task, as well as the hourly rate and expenditure for each employee or subcontractor. Direct expenses should include receipts or an acceptable form of backup.

V. Proposal Requirements

1. **Firm Experience and qualifications:** Prospective consultants shall provide a summary description of the firm's overall qualifications for this project and previous experience on similar or related engagements. Qualifications and examples of prior related experience/projects should be included for the project manager and each of the key project staff proposed for the project. For each employee working on this project (except support or clerical staff), the proposal must list the office location where the employee typically works. Failure to provide the requested information may result in the disqualification of the proposal. (15 page maximum)
2. **Understanding of the Project:** Prospective consultants shall include a brief narrative introducing the consultant's understanding of the project requirements. The contents of this section are to be determined by the respondent, but should demonstrate a familiarity with transit operations and service planning. This section should demonstrate the consultant's understanding of the preparation of transit operation plans, including complying with state and federal requirements and guidelines. Prospective consultants should identify in the proposal the types of information needed to complete the Scope of Services as outlined in Attachment A. (15 pages maximum)

3. Project Personnel: Prospective consultants shall designate by name the project manager to be employed. The selected consultant shall not substitute the project manager or key professional staff without prior approval by the TCRTA Executive Director. (3 page maximum)
4. Project Personnel: Prospective consultants shall describe the qualifications of all professional personnel assigned to this project, including a summary of similar work or studies each member has performed and a resume of each professional. Project personnel changes require that the Project Manager notify TCRTA. (10 page maximum)
5. References: Prospective consultants shall provide names, addresses, and telephone numbers for three clients for whom the prospective firm has completed technical and management assignments of similar complexity to that proposed in this request. At least two references shall be provided for projects on which the proposed and named project manager has worked. One may exclusively include a project on which the proposed professional personnel for this project, who have the most hours assigned, have participated. Full points cannot be awarded for past projects in which the proposed project manager or primary professional assigned did not participate. This may require project references beyond the proposing firm's work. A summary statement for each assignment shall be provided. (5 page maximum)
6. Subcontracting: If subcontractors are used, prospective consultants must submit a description of each person and/or firm, and the work to be done by each subcontractor. The TCRTA Executive Director must approve all subcontractors. No work may be subcontracted, nor may the subcontractor be changed, without the prior approval of the TCRTA Executive Director. (2 pages maximum per subcontractor)
7. Methodology: Prospective consultants shall describe the overall approach to the project and specific techniques that will be used. The schedule shall also be included in this section. Content in this section is to be determined by the consultant. Reviewers will be assessing, among other things, the consultant's outreach methodology and transit planning expertise. (15 page maximum)
8. Conflict of Interest: Prospective consultants shall disclose any financial, business, or other relationship with TCRTA, City of Tulare, City of Woodlake, City of Dinuba, City of Lindsay, County of Tulare, and the Tulare River Tribe, or any of their officers or officials that may have an impact on the outcome of the project. The prospective consultant shall also list current clients who may have a financial interest in the project's outcome.
9. Project Costs: The proposal shall include a cost proposal section or exhibit demonstrating the total cost of the work solicited under this RFP, by task. For each task, estimated costs should be broken down into specific components. Cost proposals shall detail all direct and indirect costs to be incurred for the project, broken down by task, and shall include the labor rates.
10. Signature: The proposal shall be signed by an official (or officials, as applicable) authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for 90 days. The proposal shall also provide the following information: the type of business entity (e.g., corporation, California limited partnership, etc.) and whether the business entity is registered to do business in California; and the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the company.
11. Insurance Requirements: TCRTA will require the selected consultant to obtain and maintain at its sole cost and expense insurance meeting the requirements outlined in the attached Sample Consultant Services Contract (Attachment F).

The selected consultant shall maintain said insurance policies in effect during the term of the contract and shall cause all parties supplying services, labor, or materials to maintain insurance in amounts and coverage not less than those specified in the attached Sample Consultant Services Contract General Terms and Conditions.

The selected consultant shall file certifications of this insurance, including all applicable endorsements, with TCRTA before commencement of its performance under this agreement. The consultant must maintain adequate insurance coverage throughout the contract.

12. Indemnity and Harmless Clause: TCRTA will require the successful consultant to hold harmless, defend and indemnify TCRTA, their officers, employees and agents from any liability, claims, actions, costs, damages or losses, for injury, including death to any person, or damage to any property arising out of the consultant's services, in accordance with the indemnity language included in the Sample Consultant Services Contract General Terms and Conditions (Attachment F).
13. Ineligible Bidders: Each consultant must certify that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions. Attachment B must be appropriately completed and submitted with the proposal.
14. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (hereby referred to as DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement.

The proposal must list the percentage of work, by cost expended, to be completed by DBE-certified consulting firms, as well as prime and sub-consultants. Proof of DBE certification for qualified firms must be submitted with the proposal. If the percentage is less than 13.5%, an explanation of the attempt to meet this goal and the failure to do so must be provided. Failure to provide the requested information may result in the disqualification of the proposal.
15. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
16. Equal Employment Opportunity: In connection with the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

17. Attachments: Attachments A through F are attached herein. Consultants must complete Attachments B through D and must include them at the end of the submitted proposal.

ATTACHMENT A: Scope of Services

ATTACHMENT B: Debarment and Suspension Notification

ATTACHMENT C: Workers' Compensation Insurance

*ATTACHMENT D: DBE Participation (**OR** provide DBE statement as described in Section 14)*

ATTACHMENT E: Insurance Requirements

ATTACHMENT F: Sample Consultant Services Contract General Terms and Conditions

VI. Scoring Criteria, Submission, and Selection

1. Selection of Successful Consultant: Selection of the successful consultant will be based on information provided in response to the Request for Proposals, information provided by former clients of the consultant for whom work of a similar scope has been done, interviews, if conducted, and consideration of any exceptions taken to the RFP or taken to the proposed contract terms and conditions. Proposals submitted by each consultant will be evaluated separately based on how well they meet the scoring criteria listed below. If a high number of proposals are received, TCRTA reserves the right to interview consultant teams with the higher proposal scores.

<u>SCORING CRITERIA</u>	<u>POINTS</u>
Comprehension of Project	10
Thoroughness of Proposal	10
RNG Delivery and Credit Structure	25
Project Delivery Time	5
Qualifications and Experience	25
References	15
DBE	5
Subtotal	100
Local Firm ¹	5
Total Possible Points (RF)	105
Total Possible Points (Interview)	100

¹ Local firms are required to meet both of the following:

- Have a local business office in Tulare County; and
- at least 51% of the work is to be conducted by employees in the local office

2. Contract Award: The selected consultant will execute a contract with TCRTA after consultant selection approval. The official selection of the consultant, if any, will be made by TCRTA at its **meeting on or about Monday, March 16th, 2026**. Unsuccessful proposals will be notified in writing.
3. Modification or Withdrawal of Proposals: Any proposal received before the due date and time specified may be withdrawn or modified by written request of the consultant. However, to be considered, the final modified proposal must be received by the date and time specified above. All verbal modifications to these

conditions or provisions are void and ineffective for proposal evaluation. Only written changes issued by the TCRTA Executive Director to consultants are authorized and binding.

4. Selection Process: All proposals submitted in response to this request will be screened by a selection committee using the provided scoring criteria. Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded by the TCRTA Board and executed by the TCRTA Executive Director.
 - a. TCRTA may, during the evaluation process, request from any applicant additional information that TCRTA deems necessary to determine the applicant's ability to perform the required services. If such information is requested, the applicant shall be permitted three (3) working days to submit it.
 - a. TCRTA reserves the right to select the applicant(s) that, in its sole judgment, best meet the needs of TCRTA. The lowest proposed cost is not the sole criterion for recommending a contract award. TCRTA reserves the right to reject any proposals and/or negotiate with another party or any other party directly.
 - b. TCRTA reserves the right to conduct interviews. Consultants who will be interviewed will be notified by February 16th, 2026. TCRTA will conduct interviews via Zoom or another electronic medium.
5. Rejection of Proposals: Failure to meet the requirements of the Request for Proposals will be cause for rejection of the proposal. TCRTA may reject any proposal if it is conditional, incomplete, contains irregularities, or has inordinately high or low costs. TCRTA reserves the right to refuse any proposals without cause. TCAG may waive an immaterial deviation in a proposal when it determines that waiving a requirement is in the best interest of TCRTA. Waiver of an immaterial deviation shall in no way modify the Request for Proposals documents or excuse the applicant from full compliance with the contract requirements, if the applicant is awarded the contract.
6. Public Record: All proposals submitted in response to this RFP shall become the exclusive property of TCRTA. At the time the selection committee recommends a proposal to the TCRTA Board, and it appears on the TCAG Board agenda, all proposals submitted in response to this RFP shall become public records and shall be regarded as such. If the consultant includes any trade or proprietary secrets, they may provide a revised copy of the proposal that would be acceptable for public release.
7. Method of Payment: Payment to the selected consultant will be made upon successful completion of project tasks as invoiced by the consultant. Pre-award expenses shall not be allowed. Cash advances will not be available.

VII. Other Conditions

1. Reservation of Right to Withdraw RFP and/or Not Award Contract: TCRTA reserves the right to amend or withdraw this RFP at any time without prior notice. Revisions to the RFP, if any, will be emailed to all consultants to whom the original RFP was distributed, in addition to posting online with the notice of the RFP. Furthermore, TCRTA makes no representations that any agreement will be awarded to any consultant responding to this RFP. TCRTA expressly reserves the right to reject any proposals in response to this RFP without indicating any reasons for the rejection.
2. **TCRTA Property:** All data, documents, and other information provided to TCRTA by the Contractor shall become property of TCRTA.

3. **Pre-Contractual Expenses Not Allowed:** TCRTA shall not, in any event, be liable for any pre-contractual expenses incurred by any consultant. Pre-contractual expenses are defined as expenses incurred by prospective consultants, such as:
- a. Preparing and submitting a proposal in response to this RFP
 - b. Negotiating with TCRTA on any matter related to this RFP, proposal, and/or contractual agreement
 - c. Any other expenses incurred by the consultant before the date of a Notice to Proceed.

VIII. Proposal Submittal

Proposals must be received electronically by **5:00 PM on February 13th, 2026**. It is recommended to send a submittal email without an attachment, as attachments may be too large, and to grant TCRTA access to download your document. This could be done via FTP, Dropbox, Hightail, or another service as provided by prospective consultants. A flash drive or disc may also be delivered to the TCRTA office before the deadline. These items will not be returned. Please submit to Derek Winning at dwinning@tularecag.ca.gov.

IX. Questions

Questions should be directed to Derek Winning, TCRTA Executive Director at DWinning@tularecag.ca.gov. All questions must be submitted in writing by **5:00 p.m. on January 23rd, 2026**. Questions and responses will be posted in writing on the TCRTA website. Please check <https://gotcrt.org/> regularly for amendments or additional information on this RFP. Consultants considering responding to this RFP are prohibited from contacting members of the Tulare County Regional Transit Agency (TCRTA) to discuss their proposals. Failure to comply with this requirement may result in your proposal being denied without review.

ATTACHMENT A

SCOPE OF SERVICES

SCOPE OF WORK: Tulare County Regional Transit Agency Renewable Natural Gas Supply & Credit Management

INTRODUCTION: The scope of work outlined in this Request for Proposals represents an outline of the goods and services that TCRTA anticipates the successful proposer to perform and is presented for the purpose of allowing TCRTA to compare proposals. The precise scope of work to be incorporated into the services agreement shall be negotiated between TCRTA and the successful proposer. TCRTA encourages proposers to suggest changes or enhancements to the scope of work to achieve the Agency's project objectives

General Overview of Services

Project Summary

The Tulare County Regional Transit Agency (TCRTA) is soliciting proposals to supply Renewable Natural Gas (RNG) for use as a vehicle fuel to meet 100% of TCRTA's CNG fleet demand. RNG must be delivered into the Southern California Gas Company (SoCalGas) pipeline system for use at TCRTA's fueling facilities.

Customer	Address	Annual Consumption (Therms)
Tulare County Regional Transit Agency	200 E Center Avenue Visalia, CA 932941	257,680.97

Pursuant to applicable federal and state regulations, the supplier shall support the management of Renewable Identification Numbers (RINs) and Low Carbon Fuel Standard (LCFS) credits associated with the supply and consumption of RNG as a vehicle fuel. Proposers shall describe their proposed approach to RNG delivery and credit management, including credit ownership, revenue-sharing arrangements, and reporting. TCRTA's preference is to receive the financial benefit associated with applicable credit programs; however, alternative structures that maximize the overall value and compliance benefits to the Agency may be proposed.

Background

To reduce greenhouse gas emissions from the transportation sector, federal and state laws have been enacted to decrease dependence on fossil fuels and promote the use of renewable fuels. The federal Renewable Fuel Standard (RFS), administered by the U.S. Environmental Protection Agency (EPA), requires fuel producers and importers to replace a percentage of fossil-based fuels with renewable fuels. Renewable Identification Numbers (RINs) are assigned to each unit of renewable fuel for tracking and compliance purposes.

California has enacted the Global Warming Solutions Act of 2006 (AB 32), which includes the Low Carbon Fuel Standard (LCFS), incentivizing the use of renewable fuels such as RNG. As a public transit operator, TCRTA continues to explore opportunities to reduce greenhouse gas emissions and support clean energy solutions. Procuring RNG for TCRTA's CNG fleet supports these goals while providing opportunities to support compliance objectives and potentially generate value through applicable credit programs.

Goals

TCRTA's goal is to secure an RNG supply contract that:

- Provides RNG equal to 100% of the CNG fuel consumed by TCRTA's fleet vehicles.
- Ensures RNG delivery and credit participation comply with applicable federal and state regulatory programs.
- Maximizes the overall value and transparency of RIN and LCFS credits associated with RNG supplied to TCRTA, including financial and compliance benefits to the Agency.
- Supports the Agency's long-term sustainability and clean air objectives.

Award Terms

The contract will be for an initial period of three (3) years, with the option to renew for up to three (3) additional one-year periods, for a total contract term not to exceed six (6) years. Renewal options shall be exercised at TCRTA's sole discretion based on performance, market conditions, and the Agency's operational and financial needs.

Description of Services

The RNG supplier shall, at a minimum, perform the following functions:

- Deliver RNG to meet 100% of TCRTA's demand for natural gas vehicle fuel.
- Deliver RNG into the Southern California Gas Company (SoCalGas) pipeline system for final consumption at TCRTA fueling facilities.
- Provide TCRTA with a monthly RNG fuel price (per MMBtu), based on an industry-accepted index price such as Natural Gas Intelligence, including any proposed discount or premium.
- Support the management of Renewable Identification Numbers (RINs) and Low Carbon Fuel Standard (LCFS) credits associated with RNG supplied to TCRTA, in compliance with applicable federal and state requirements.
- Propose a clear and transparent structure for credit ownership, credit monetization, and allocation of value to TCRTA, including any revenue-sharing or alternative value mechanisms.
- Manage and balance RNG supply within the SoCalGas system at no additional charge to TCRTA. The supplier shall be responsible for any penalties or charges incurred in connection with RNG delivery.
- Provide documentation and reporting sufficient to support participation in applicable RNG credit programs and demonstrate regulatory eligibility.
- Draft any contract language or amendments necessary to implement the approved RNG delivery and credit management structure.

Contract Management

TCRTA will provide the supplier with RNG consumption data monthly, as requested. In turn, the supplier shall furnish TCRTA with detailed monthly statements that include RNG volumes delivered, fuel pricing, and information related to RIN and LCFS credit generation and allocation. Reporting shall clearly identify assumptions, methodologies, and the value or benefit attributable to TCRTA under the proposed credit structure.

Daily nominations into the SoCalGas system will be coordinated through TCRTA or its designated agent. The supplier shall support ongoing contract administration and prepare any required documentation or amendments necessary to ensure accurate reporting, transparency, and implementation of the approved RNG and credit management approach.

Proposal Format

Proposals should be clear, concise, and provide detailed information demonstrating the Proposer's ability to perform the obligations outlined in the Scope of Services successfully. Each proposal shall include the following:

1. Cover Letter

- The cover letter shall introduce the Proposer and demonstrate interest in providing Renewable Natural Gas that meets the requirements of TCRTA.
- The letter must be signed by an individual authorized to commit resources on behalf of the Proposer.

2. Experience Statement

- The Proposer shall indicate the number of years of experience providing Renewable Natural Gas.
- The statement should describe the Proposer's understanding of applicable federal and state regulations governing RNG supply.
- The Proposer shall also include experience with management of Renewable Identification Numbers (RINs) and Low Carbon Fuel Standard (LCFS) credits.

3. Approach and Work Plan

- The Proposer shall describe the approach and work plan that will be used to provide the services described in this RFP.
- Proposals must include the monthly price for RNG (per MMBtu) based on published index prices, including any proposed discount or premium.
- The Proposer shall provide a clear and transparent framework for RNG credit management, including RIN and LCFS credit ownership, monetization approach, allocation of value to TCRTA, and associated assumptions. Revenue-sharing, net pricing, or alternative value structures may be proposed, provided the approach is clearly described and supported.

4. References

- The Proposer shall provide at least three (3) references from current or past customers who have purchased RNG or similar services. Each reference must include the company name, address, contact name, phone number, and email address.

5. Forms

- Proposers must complete and submit all required forms included in this RFP package.

Project Implementation Schedule - tentative

Milestone	Timing
Contract Executed and Supplier Onboarding	Contract Effective Date
Establish RNG delivery schedule with SoCalGas.	Within 14 calendar days of contract execution
Begin RNG deliveries to TCRTA fueling facilities	Within 30 calendar days of contract execution
Implement RIN and LCFS credit tracking/reporting system	Within 45 calendar days of contract execution
Submit the first monthly RNG delivery and credit report	First whole month following commencement of RNG deliveries
Annual performance and credit value review	Annually, beginning one (1) year after contract execution.

ATTACHMENT B

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a court of competent jurisdiction render a civil judgment against it for fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

For any exception noted above, indicate below to whom it applies, the initiating agency, and the dates of actions.

Consultant

Date

ATTACHMENT C

CERTIFICATION CONCERNING WORKERS'

COMPENSATION INSURANCE

STATE OF CALIFORNIA)
)
COUNTY OF TULARE)

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

Date_____

CONTRACTOR

ATTACHMENT D

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The following percentage (%) of the total cost will be paid in compensation to DBE firms.

% DBE Participation:_____

DBE Company

Address

The undersigned hereby certifies that the foregoing statements and information are true and correct.

Date: _____

Name of Contractor: _____

By: _____

Title: _____

*DBE Certificate(s) must be included with proposal submission.

ATTACHMENT E
PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees, and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence Form CG 00 01, with limits no less than \$1,000,000 per occurrence, including products and completed operations, property damage, bodily injury, and personal & advertising injury. If a general aggregate limit applies, it shall either be applied separately to this project/location (ISO CG 25 03 or 25 04) or be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, of \$1,000,000 per occurrence, including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies, it must be at least \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims-made form, the retroactive date must be before the date of the contract, or the beginning of the contract work, and evidence of insurance must be provided for at least (3) years after completion of the contract work.
4. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *TCRTA and the COUNTY OF TULARE, its officers, agents, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor, including material, parts, or equipment furnished in connection with such work or operations.*

- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects TCRTA and the COUNTY OF TULARE, their officers, agents, officials, employees, and volunteers. Any insurance or self-insurance maintained by TCRTA and the COUNTY OF TULARE, its officers, agents, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
- c. CONTRACTOR hereby grants to TCRTA and the COUNTY OF TULARE a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Still, this provision applies regardless of whether or not TCRTA or the COUNTY OF TULARE has received a waiver of subrogation endorsement from the insurer.*
- d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to TCRTA.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of TCRTA and the COUNTY OF TULARE for all work performed by the CONTRACTOR, its employees, agents, and subcontractors. CONTRACTOR waives all rights against TCRTA and the COUNTY OF TULARE, their officers, agents, officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared, and the TULARE COUNTY Risk Manager will review any deductible or self-insured retention that exceeds \$100,000 for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB, and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

F. Verification of Coverage

Before TCRTA approves of this Agreement, the CONTRACTOR shall file with the submitting department certificates of insurance with original endorsements affecting coverage, in a form acceptable to TULARE COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. TCRTA and the COUNTY reserve the right to require certified copies of all the necessary insurance policies at any time.

**TULARE COUNTY REGIONAL TRANSIT AGENCY
GENERAL AGREEMENT TERMS AND CONDITIONS
(Revised 05/10/2018)**

1. COMPLIANCE WITH LAW: CONTRACTOR must provide services in accordance with applicable Federal, State, and local laws, regulations, and directives. With respect to CONTRACTOR'S employees, CONTRACTOR must comply with all laws and regulations on wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

2. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK: CONTRACTOR is not entitled to any payments under this Agreement until TCRTA confirms that services provided, including any furnished deliverables, satisfy all of the requirements of this Agreement. Payments to CONTRACTOR by TCRTA shall not excuse CONTRACTOR from its obligation to replace unsatisfactory deliverables, including equipment, components, materials, or services, that may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials, and services that do not conform to the requirements of this Agreement may be rejected by TCRTA and, in such case, must be replaced by CONTRACTOR without delay and at no cost to TCRTA.

5. DISALLOWANCE: If CONTRACTOR requests or receives payment from TCRTA for services hereunder, reimbursement for which is later disallowed by the State of California or the United States Government, CONTRACTOR shall promptly refund the disallowed amount to TCRTA upon TCRTA's request. At its option, TCRTA may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this agreement or any other Agreement between CONTRACTOR and TCRTA. CONTRACTOR'S obligations under this section 2 will survive the expiration or termination of this Agreement.

6. LIABILITY OF TCRTA: TCRTA's payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall TCRTA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

7. QUALIFIED PERSONNEL: CONTRACTOR shall utilize only competent personnel under the supervision of, and in the employment of, CONTRACTOR (or CONTRACTOR'S authorized subcontractors) to perform the services. CONTRACTOR will comply with TCRTA's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at TCRTA's request, must be supervised by CONTRACTOR. CONTRACTOR shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

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8. INDEPENDENT CONTRACTOR STATUS: The Parties enter into this Agreement with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. The Parties agree that CONTRACTOR and any of its agents, employees, or officers cannot be considered agents, employees, or officers of TCRTA.

CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of TCRTA. Subject to any performance criteria contained in this Agreement, CONTRACTOR will be solely responsible for determining the means and methods of performing the specified services, and TCRTA will have no right to control or exercise any supervision over CONTRACTOR as to how CONTRACTOR will perform the services. As CONTRACTOR is not TCRTA's employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, TCRTA will not:

- (1) Withhold FICA (Social Security) from CONTRACTOR'S payments.
- (2) Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- (3) Withhold state or federal income tax from payments to CONTRACTOR.
- (4) Make disability insurance contributions on behalf of CONTRACTOR.
- (5) Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, TCRTA reserves the right to monitor and evaluate the CONTRACTOR's performance to ensure compliance with the Agreement.

9. LICENSES AND PERMITS: CONTRACTOR represents and warrants that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.

10. GOVERNING LAW: The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

11. RECORDS OF AUDIT: CONTRACTOR must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. Additionally, the CONTRACTOR must maintain complete and accurate records of all payments made to employees or subcontractors. All records must be prepared in accordance with generally accepted accounting procedures, clearly identified, and kept readily accessible. Upon request, CONTRACTOR must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for auditing and/or copying the records for a period of (5) years from the date of final payment under this Agreement. Additional record-keeping requirements may be located in Exhibit F or G (related to federally funded contracts generally or funded contracts specifically).

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12. CONFLICT OF INTEREST

- (a) At all times during the performance of this Agreement, CONTRACTOR must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 *et seq.*, and the Political Reform Act, Government Code Section 81000 *et seq.*, and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of TCRTA in which the officer, employee, or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant/contractor participates in or influences any TCRTA decision that has the potential to confer any pecuniary benefit or CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.
- (b) CONTRACTOR agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interest laws, then it will immediately inform TCRTA and provide all information needed for the resolution of this question.

13. INSURANCE: The attached **Exhibit C** outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements needed as outlined in **Exhibit C** cannot be used to reduce limits available to TCRTA as an additional insured from CONTRACTOR'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If CONTRACTOR fails to maintain or renew coverage, or to provide evidence of renewal, then TCRTA may consider that a failure to be a material breach of this Agreement. TCRTA may also withhold any payment otherwise due to CONTRACTOR for failure to provide evidence of renewal until CONTRACTOR offers such evidence.

12. INDEMNIFICATION AND DEFENSE:

- (a) To the fullest extent permitted by law, CONTRACTOR must indemnify, defend, (at CONTRACTOR'S sole cost and expense and with legal counsel approved by TCRTA, which approval may not be unreasonably withheld), protect and hold harmless TCRTA, all subsidiaries, divisions, committee, and affiliated agencies of TCRTA, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors, and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgements, fines, penalties, liabilities, costs, and expenses (including, without limitation, attorney's fees, disbursements, and court costs, and all other professional expert or consultant's fees and costs and TCRTA general administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence,

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Recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors, and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, and anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). CONTRACTOR'S obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to protect, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to protect extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. Suppose it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party. In that case, the CONTRACTOR may submit a claim to TCRTA for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to TCRTA for a breach by CONTRACTOR of any of the provisions of this Agreement. The terms of this Agreement are contractual and the result of the negotiation between the Parties.

(c) CONTRACTOR must indemnify and hold TCRTA harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by TCRTA, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

13. TERMINATION:

(a) **Without Cause:** TCRTA may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CONTRACTOR of its intention to terminate under this provision, specifying the date of termination. TCRTA will pay the CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. TCRTA will not pay lost anticipated profits or other economic loss. The payment of any compensation is

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Subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditional upon receipt from CONTRACTOR of all plans, specifications, and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. TCTRA will not impose sanctions on CONTRACTOR under these circumstances.

(b) **With Cause:** Either party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantially impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

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In addition, TCRTA may terminate this Agreement based on:

- (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to TCRTA's retention of CONTRACTOR, or
- (7) Other misconduct or circumstances that, in the sole discretion of TCRTA, either impair the ability of CONTRACTOR to competently provide services under this Agreement or expose TCRTA to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of termination. Suppose CONTRACTOR fails to perform according to the terms and conditions of this Agreement. In that case, TCRTA may, in addition to any other remedy it may have, issue a declaration of default after 10 days' written notice to CONTRACTOR.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within the 5 days, the non-defaulting Party may terminate this Agreement upon further written notice, specifying the date of termination. If the breach cannot be cured within 5 days, the defaulting Party may submit a written proposal within that period that sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

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TCRTA will pay CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for on the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement. It is conditioned upon receipt from CONTRACTOR of all plans, specifications, and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. TCRTA will not pay lost anticipated profits or other economic loss, nor will TCRTA pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If TCRTA terminates this Agreement for cause and the expense of finishing CONTRACTOR'S scope of work exceeds the unpaid balance of the Agreement, the CONTRACTOR must pay the difference to TCRTA. TCRTA may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

(c) Effects of Expiration of Termination: Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records about the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where TCRTA terminates CONTRACTOR'S services, that termination will not affect any rights of TCRTA to recover damages against CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the Executive Director of TCRTA may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until the cause for suspension is resolved, or a notice of termination becomes effective.

14. LOSS OF FUNDING: It is understood and agreed that if TCRTA's funding is either discontinued or reduced for the services to be provided hereunder, then TCRTA will have the right to terminate this Agreement under section 13 (a) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to TCRTA of any kind, provided that TCRTA shall pay CONTRACTOR in accordance with section 13 (a) for services satisfactorily performed before the date of such termination and to the extent funds have been appropriated for such payment.

15. SUBMITTAL FALSE CLAIMS; MONETARY PENALTIES: Under applicable federal and state law, if CONTRACTOR submits a false claim to TCRTA under this Agreement, then CONTRACTOR will be liable to TCRTA for the statutory penalties outlined in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to TCRTA if CONTRACTOR:

(a) Knowingly presents or causes to be presented to TCRTA a false claim or request for payment or approval;

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- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by TCRTA;
- (c) Conspires to defraud TCRTA by getting a false claim allowed or paid by TCRTA;
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property or TCRTA; or
- (e) Is a beneficiary of an inadvertent submission of a false claim to TCRTA, later discovers the falsity of the claim, and fails to disclose the false claim to TCRTA within a reasonable time after discovery of the false claim.

16. FORM DE-542: If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations under Unemployment Insurance Code Section 1088.8. Accordingly, TCRTA has a responsibility to file a report with the Employment Development Department, which report will include CONTRACTOR'S full name, social security number, address, the date this Agreement was executed, the total amount of the Agreement, its expiration date, or whether it is ongoing. CONTRACTOR agrees to cooperate with TCRTA to make that information available and to complete Form DE-542. Failure to provide the required information may, at TCRTA's option, prevent approval of this Agreement or be grounds for termination by TCRTA.

17. WORKS FOR HIRE: CONTRACTOR acknowledges that all work(s) under this Agreement are "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to TCRTA all rights and interests CONTRACTOR may have in the work(s). It is prepared under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Agreement for TCRTA will be the sole property of TCRTA, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to TCRTA. CONTRACTOR will execute all necessary documents to enable TCRTA to protect TCRTA'S intellectual property rights under this section.

18. WORK PRODUCT: All work product, equipment, or materials created for TCRTA or purchased by TCRTA under this Agreement belong to TCRTA, and CONTRACTOR must immediately deliver them to TCRTA at TCRTA'S request upon termination or completion of this Agreement.

19. TIME OF ESSENCE: The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

20. CONFIDENTIALITY: CONTRACTOR may not use or disclose any information it receives from TCRTA under this Agreement that TCRTA has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by TCRTA. Unless required to do so by law, including, but not limited to, the

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Ralph M. Brown Act or the California Public Records Act, TCRTA may not disclose to third parties any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential. Suppose TCRTA determines that it must disclose any information that CONTRACTOR previously identified as confidential. In that case, it shall promptly give CONTRACTOR written notice of its intention to disclose such information and the authority for such disclosure. CONTRACTOR shall have a period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify TCRTA that it will not seek such an order. TCRTA shall cooperate with CONTRACTOR in any efforts to seek such a court order. TCRTA shall not disclose the information until the five (5) day period has expired without a response from CONTRACTOR, or CONTRACTOR has notified TCRTA that it will not seek such an order, or CONTRACTOR has sought. A court has declined to issue a protective order for such information. Suppose CONTRACTOR seeks a protective order for such information. In that case, CONTRACTOR shall defend and indemnify TCRTA from any loss, injury, or claim arising from TCRTA'S withholding of the information from the requestor. This includes any attorney's fees awarded to the requester. The duty of TCRTA and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement.

21. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, TCRTA is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of TCRTA, which consent TCRTA may grant, delay, deny, or condition in its absolute discretion.

22. DISPUTES AND DISPUTE RESOLUTION: CONTRACTOR shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to resolve the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator; however, in the event of disagreement, they will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees incurred by the mediator; otherwise, each Party will bear its own mediation costs. If mediation fails to resolve the dispute within 30 days, either Party may pursue litigation.

23. PROPERTY TAXES: Under the terms of California Revenue and Taxation Code section 107.6 (possessory interest tax), CONTRACTOR'S possession or use of any TCRTA-owned real property under this Agreement may create a "possessory interest" in the real property. If a possessory interest is made, then it may be subject to property taxation, and CONTRACTOR may be subject to the payment of property taxes on that possessory interest.

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24. FURTHER ASSURANCES: Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

25. CONSTRUCTION: This Agreement reflects the contributions of all Parties, and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

26. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

27. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

28. WAIVERS: The failure of either Party to insist on strict compliance with any provisions of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

29. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency between or among the body of the Agreement (which includes these “General Agreement Terms and Conditions”) and any Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

30. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. Suppose any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter. In that case, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

31. ENTIRE AGREEMENT: This Agreement represents the entire agreement between CONTRACTOR and TCRTA as to its subject matter, and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

32. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR must not discriminate in employment or in the provision of services based on any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both CONTRACTOR and TCRTA have the responsibility to protect TCRTA employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities.

TCRTA, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to TCRTA under this Agreement with other employees where TCRTA is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. TCRTA's right to require replacement of employees under this section does not preclude TCRTA from terminating this Agreement with or without cause as provided for under this Agreement. Additional nondiscrimination requirements may be found in Exhibits F or G (specifically related to federally funded contracts).

33. DRUG-FREE WORKPLACE POLICY: CONTRACTOR acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TCRTA premises. CONTRACTOR agrees that any violation of this prohibition by CONTRACTOR, its employees, agents, or assigns will be deemed a material breach of the Agreement.

34. RECYCLED PAPER CONTENT: To the extent CONTRACTOR'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153, CONTRACTOR shall use paper that meets the recycled content requirements of Public Contract Code section 12209.