

**AGENDA**  
**Tulare County Regional Transit Agency**

**February 28, 2022, 3:00 p.m.**

**Tulare County Human Resources & Development**  
**2500 W. Burrel Avenue**  
**Visalia, CA 93291**

NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to Assembly Bill 361, available at:

[https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220AB361](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361)

**Zoom Meeting | Direct Link:** <https://bit.ly/2Zt4BQY>

**Toll Free Call in:** (888) 475-4499 | **Meeting ID:** 744 710 0343 | **Passcode:** 82243742

**Call in only instructions:** Enter your meeting ID followed by #, Enter # for participant ID, Enter the passcode followed by #.

*In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact the Tulare County Association of Governments ("TCAG") office at 559-623-0450 at least 3 days prior to the meeting. Any staff reports and supporting materials provided to the Board after the distribution of the agenda packet are available for public inspection at the TCAG office.*

- I. CALL TO ORDER, WELCOME, AND ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC COMMENT**

**NOTICE TO THE PUBLIC**  
**PUBLIC COMMENT PERIOD**

At this time, members of the public may comment on any item of interest to the public and within the subject matter jurisdiction of TCRTA but not appearing on this agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Speakers are requested to state their name(s) and address(es) for the record.

**IV. COMMITTEE REPORTS:**

- a. Technical Advisory Committee

**V. CONSENT CALENDAR ITEMS:**

**Request Approval of the Consent Calendar Action Items V-A through V-B.**

- A. Action: Approve Minutes of January 24, 2022 (Pages 01-03)
- B. Action: Reaffirm Resolution No. 2021-11 to Approve Remote Attendance at Public Meetings Pursuant to State Assembly Bill 361 (Pages 05)
- C. Action: Approve FY 2022 FTA Certifications and Assurances (Pages 07-29)
- D. Action: Approve FY 2022 Low Carbon Transit Operations Program (LCTOP) Project (Pages 31-33)

**VI. ACTION AND INFORMATION ITEMS:**

- A. Action: Reschedule a Public Hearing for 2022 Fare and Service Changes (Pages 35-37)
- B. Action: Approve Regional Fare Collection Project with Genfare (Pages 39-51)
- C. Action: Approve Travel and Attendance to 2022 CALACT Spring Conference and Expo (Pages 53)

**VII. OTHER BUSINESS:**

- a. Information: Directors Report
- b. Information: Items from Staff
- c. Information: Items from Board Members
- d. Request from Board Members for Future Agenda Items

**VIII. ADJOURN:**

The next scheduled Tulare County Regional Transit Agency (TCRTA) Board meeting date will be **March 21, 2022 and will take place at 3:00 p.m.** at the Tulare County Human Resources & Development, 2500 W. Burrel Avenue, Visalia, CA 93291. The Technical Advisory Committee meeting date will be **March 7, 2022 and will take place at 3:00 p.m.** at the Tulare County Association of Governments (TCAG), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

**TULARE COUNTY REGIONAL TRANSIT AGENCY**

**BOARD OF DIRECTORS**

**ALTERNATE**

**AGENCY**

Kuldip Thusu	Armando Longoria	City of Dinuba
Steve Garver	Dave Hails	City of Exeter
Greg Gomez – Vice Chair	Tina Hernandez	City of Farmersville
Ramona Caudillo	Hipolito Cerros	City of Lindsay
Monte Reyes	Milt Stowe	City of Porterville
Jose Sigala – Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Florencio Guerra Jr	City of Woodlake
Eddie Valero	Amy Shuklian	County of Tulare

**EX OFFICIO MEMBERS**

Georgina Landecho, CalVans

**TULARE COUNTY REGIONAL TRANSIT AGENCY – TECHNICAL ADVISORY COMMITTEE**

Greg Gomez .....	City of Farmersville
Monte Reyes .....	City of Porterville
Jose Sigala .....	City of Tulare
Kuldip Thusu .....	City of Dinuba
Eddie Valero .....	County of Tulare

**TCRTA STAFF**

**OFFICE INFORMATION**

Rich Tree, Executive Director

\*The TCTRA is temporarily receiving support from the Tulare County Association of Governments.

TCAG  
210 N. Church Street, Suite B  
Visalia, CA 93291  
Phone: (559) 623-0450  
Fax: (559) 733-6720  
[www.tularecog.org](http://www.tularecog.org)

*This page intentionally left blank.*

# **Tulare County Regional Transit Agency**

## **Minutes**

\*\*\*\*\*

**January 24, 2022, 3:00 p.m.**

**Members Present:** Thusu, Garver, Reyes, Sigala, Valero, Landecho  
**Members Absent:** Gomez, Caudillo, Mendoza  
**Alternates Present:** Hernandez  
**Staff Present:** Rich Tree, Jennie Miller, Amie Kane, Holly Gallo, Servando Quintanilla, Brideget Moore, and Elizabeth Forte  
**Counsel Present:**

---

**I. CALL TO ORDER:**

Chair Sigala called the meeting to order at 3:00 p.m.

**III. PUBLIC COMMENT:**

None

**IV. COMMITTEE REPORTS:**

**A. Technical Advisory Committee (TAC)**

Mr. Tree discussed various fare models, proposed fare changes for each category, proposed service changes, and safety plans for agencies that had been reviewed at the last TAC meeting.

**B. 2022 Board Workshop Review**

Mr. Tree took the opportunity to thank all those who attended as well as the guest speakers and invited any members who attended to share their experiences. Members Thusu, Valero, Reyes, and Sigala all provided positive comments and expressed additional workshops could be informational and valuable.

**V. CONSENT CALENDAR ITEMS:**

**Request Approval of the Consent Calendar Action Items V-A through V-C**

**A. Action:** Approve Minutes of November 15, 2021

**B. Action:** Reaffirm Resolution No. 2021-11 to Approve Remote Attendance at Public Meetings Pursuant to State Assembly Bill 361

**C. Action:** Approve 2022 TCRTA Board and TAC Meeting Calendar

Upon motion by Member Thusu and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approved the Consent Calendar Action Items V-A through V-C.

**VI. ACTION AND INFORMATION ITEMS:**

**A. Action:** Authorize a Public Hearing for 2022 Fare Changes

Mr. Tree described the complexity of fare changes and unifying the fare structures. He reviewed the proposed adjustments for commuter routes and local routes. Mr. Tree explained that all proposed adjustments would be presented at a public hearing to allow input and discussion. Discussion ensued regarding how to conduct the public hearing to maximize participation. Wednesday, February 23, and Monday, February 28, 2022 were identified as the dates of the public hearings which staff would notice accordingly.

Upon motion by Member Garver and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approve the public hearings as recommended.

B. Action: Authorize a Public Hearing for 2022 Service Changes

Mr. Tree explained that similarly to the last action a public hearing would need to be scheduled to discuss proposed service changes. Mr. Tree discussed the proposed service changes noting that these changes would better efficiencies and bring more ADA compliance. Route services changes would be introduced to local routes in the cities of Dinuba and Lindsay. Introduction of on-demand transit services would be planned to expand to all member agencies starting next fiscal year. Discussion ensued and it was suggested that the public hearing be held at the same dates and times for fare change public hearings; Wednesday, February 23, and Monday, February 28, 2022.

Upon motion by Member Thusu and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approve the public hearings schedule as recommended.

C. Action: Allocation Request for Low Carbon Transit Operations Program (LCTOP) Grant Funding for Fiscal Year 2022

Mr. Tree discussed funding opportunities coming in March, as well as the estimated LCTOP grant allocations for fiscal year 2021/22. Staff discussed project options such as continuation of the free fare program, modernize the fare collection systems, expenditures related to the purchase of zero emission buses, or charging station infrastructure. Discussion was had and recommendation made to authorize staff to prepare and submit a grand application to continue the Fare Free 4 All program.

Upon motion by Member Reyes and seconded by Member Thusu the Tulare County Regional Transit Agency unanimously approve the recommendations as presented.

D. Action: Authorize Fiscal Year 2022 Transit and Intercity Rail Capital Program (TIRCP) Project Application

Mr. Tree explained plans to purchase electric zero emission vehicles and discussed partnerships with neighboring agencies to focus on the cross-valley corridor. Discussion ensued regarding recommendations to submit a joint application with Kings Area Regional Transit, Visalia Transit, San Joaquin JPA, and CalStart that would include enhanced connectivity along the Cross Valley Corridor to the High Speed Rail.

Upon motion by Member Valero and seconded by Member Garver the Tulare County Regional Transit Agency unanimously approved the TIRCP project application as recommended.

E. Action: Authorize Fiscal Year 2020-21 Federal Transit Agency (FTA) 5310 Project Application

Mr. Tree outlined the last funding opportunity being presented for Board approval. The enhanced mobility for seniors and individuals with disabilities provides formula funding. He shared the funding available and program eligible projects such as capital projects, service expansion, mobility management, operating assistance, and more. Applications would be due March 2, 2022. Mr. Tree outlined staff's recommendation that a project application be submitted for the Mobility Management category to assist with the development of TCRTA's central call center.

Upon motion by Member Valero and seconded by Member Reyes the Tulare County Regional Transit Agency unanimously approved the project application to be submitted as presented.

## **VII. OTHER BUSINESS**

### **A. Information: Directors Report**

Mr. Tree announced a tentative award for Los Arroyos housing project in the city of Farmersville.

Mr. Tree discussed a 40% increase in ridership with the free fares program. He discussed recommendations going before the TCAG Board to select a marketing firm to design a logo and branding for TCRTA but currently requests for proposals had gone out. Mr. Tree discussed much of the ongoing work to consolidate transit services and stated that meetings with the cities of Porterville, Farmersville, and Exeter would be happening before the completion of consolidating by July 1<sup>st</sup>.

Mr. Tree shared news regarding population density changes and implications from the data received during the 2020 Census.

Highlights of current regional projects, regional fare systems and modernizing the current fare system was discussed.

Mr. Tree discussed working with the Tule River Tribe and the new casino being constructed. There would be benefits to them joining the agency as TCRTA is currently providing administrative support and discussions to install EV charging stations in the future have been a focus.

### **B. Information: Items from Staff.**

None

### **C. Information: Items from Board Members.**

### **D. Request from Board Members for Future Agenda Items.**

Chair Sigala requested that items C and D be discussed together and invited Members to share any information or requests for future agenda items.

Chair Sigala requested an update on Tribal outreach, marketing, and branding efforts.

## **VIII. ADJOURN**

The meeting adjourned at 4:15 p.m. Chair Sigala confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on Monday, February 28, 2022 at 3:00 p.m. in the Tulare County Human Resources & Development Building, 2500 W. Burrell Avenue, Visalia, CA 93291.

*This page intentionally left blank.*



## Tulare County Regional Transit Agency

### **AGENDA ITEM V-B**

**February 28, 2022**

**Prepared by Richard Tree, TCRTA Staff**

#### **SUBJECT:**

**Action:** Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance

#### **BACKGROUND:**

In response to the COVID-19 pandemic, the Governor suspended part of the Brown Act concerning the requirements for allowing Governing Board members to remotely participate in Board meetings. The suspended provisions require that 1) Governing Board meeting agendas allowing remote Board Member participation list each of the specific locations from which Board members will be remotely participating, 2) such agendas be posted at each such location, and 3) members of the public must be allowed to remotely participate in the meeting from each of the listed locations. The suspension was done to promote social distancing and so to help limit the spread of COVID-19.

#### **DISCUSSION:**

The Governor's suspension of these Brown Act provisions expired as of September 30, 2021, and was replaced by State Assembly Bill (AB) 361, an urgency statute that became effective as of September 30, 2021. Under AB 361, Governing Boards can continue to allow remote Board members participation in Brown Act public meetings if several conditions are met:

1. The meeting is held during a declared State of Emergency (Like the Governor's COVID-19 pandemic State of Emergency that's still in effect in California);
2. The Governing Board adopts findings to the effect that allowing remote meeting participation by Governing Board members promotes social distancing, which in turn helps prevent the spread of COVID-19;
3. The Governing Board confirms these conditions continue to be met every 30 days.

The Tulare County Regional Transit Agency Board of Directors passed a resolution adopting a policy of remote attendance pursuant to AB 361 on October 18, 2021.

#### **RECOMMENDATION:**

That the Tulare County Regional Transit Agency Board of Directors reaffirm Resolution No. 2021-11 to continue to participate in its governing board meetings remotely by the teleconferencing provisions of AB 361.

#### **FISCAL IMPACT:**

None

#### **ATTACHMENT:**

None

*This page intentionally left blank.*

**AGENDA ITEM V-C**

**February 28, 2022**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Approve Federal Fiscal Year 2022 Certifications and Assurances for Federal Transit Administration Assistance Programs

**DISCUSSION:**

The Tulare County Regional Transit Agency is recognized as a Federal Transit Administration (FTA) grantee for operating and capital financial assistance. A requirement of the grant approval process includes submittal of Certifications and Assurances for FTA verification of compliance.

The Certifications and Assurances cover multiple compliance areas, such as: conformity with Federal regulations, Civil Rights, Procurement, Americans with Disabilities Act (ADA), and Drug and Alcohol Testing requirements.

**DISCUSSION:**

For Federal Fiscal Year 2022, the FTA made the following changes to the annual Certifications and Assurances: American Rescue Plan Act funding must be directed to operations and 5% of grants must be directed towards zero emission vehicles.

**RECOMMENDATION:**

That the Tulare County Regional Transit Agency Board of Directors:

1. Authorize the Executive Director to execute the Federal Fiscal Year 2022 Certifications and Assurances for Federal Transit Administration Assistance Programs/Affirmation of Applicant;
2. File grant application(s) on behalf of the Agency;
3. Execute a grant agreement(s); and
4. In concurrence with and execution of the Affirmation of Applicant's Attorney Certification by County Counsel.

**FISCAL IMPACT:**

Failure to approve FTA Certifications and Assurances will result in FTA's withholding of any future federal financial assistance.

**ATTACHMENT:**

1. FY 2022 FTA Certifications and Assurances

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.*

*Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
  - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
  - (3) Using forced labor in the performance of the award or subawards under the award.

## **1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

### **1.3. Procurement.**

*The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

### **1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;



- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (a) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.*

*This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.*

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

#### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

### **5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

#### **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

#### **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

##### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

##### **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

## **CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

## **CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula*



*Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

## **CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

#### **CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

#### **CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

#### **CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS  
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT  
PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
  - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
  - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),

- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
- (4) Category 09 (Formula Grants for Rural Areas),
- (5) Category 15 (Alcohol and Controlled Substances Testing), and
- (6) Category 17 (Demand Responsive Service).

**CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA  
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: \_\_\_\_\_

The Applicant certifies to the applicable provisions of all categories: (*check here*) \_\_\_\_\_.

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

<b>Category</b>	<b>Certification</b>
01     Certifications and Assurances Required of Every Applicant	_____
02     Public Transportation Agency Safety Plans	_____
03     Tax Liability and Felony Convictions	_____
04     Lobbying	_____
05     Private Sector Protections	_____
06     Transit Asset Management Plan	_____
07     Rolling Stock Buy America Reviews and Bus Testing	_____
08     Urbanized Area Formula Grants Program	_____
09     Formula Grants for Rural Areas	_____
10     Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11     Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute



In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name \_\_\_\_\_ Authorized Representative of Applicant

#### **AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

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

Name \_\_\_\_\_ Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

*This page intentionally left blank.*

**AGENDA ITEM V-D**

**February 28, 2022**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Approve FY 2022 Low Carbon Transit Operations Program (LCTOP) Project

**BACKGROUND:**

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862.

The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least 50 percent of the total moneys received shall be expended on projects that will benefit disadvantaged communities.

This program is administered by the California Department of Transportation (Caltrans) in coordination with the California Air Resources Board (CARB) and the State Controller's Office (SCO). Caltrans is responsible to ensure that the statutory requirements of the program are met in terms of project eligibility, greenhouse reduction, disadvantaged community benefit, and other requirements of the law.

The Fiscal Year 2022 LCTOP Apportionment for Tulare County is \$1,316,553, TCRTA's apportionment is \$903,307. The attached table provides the individual amounts for each jurisdiction.

**DISCUSSION:**

At the Board meeting of January 24, 2022, the Board authorized staff to prepare and submit a FY 2022 LCTOP project application to continue the Fare Free 4 All program, extending the program through June 30, 2022. Due to the increase in funding, the Fare Free 4 All program can be extended to include new microtransit services planned to be deployed in FY 2022-2023.

Currently, the California State Controller's Office does not list TCRTA as a transit operator eligible for FY 2022 LCTOP funding. Similarly, to the FY 2021 project, staff recommends transferring participating member agency apportionments to the County and authorize the County to be the member agency on record and perform the project and grant management responsibilities on behalf of TCRTA and its member agencies.

**RECOMMENDATION:**

That the Tulare County Regional Transit Agency Board of Directors:

1. Authorize the transfer of participating TCRTA member agency FY 2022 LCTOP apportionments to the County of Tulare; and
2. Authorize County of Tulare to be the member agency on record to perform the FY 2022 LCTOP project and perform grant management responsibilities.

**FISCAL IMPACT:**

FY 2022 estimated apportionment is \$903,307 which will reimburse member agency's passenger are revenue.

**ATTACHMENT:**

1. 2021/22 Low Carbon Transit Operations Program Apportionments

## 2021/22 Low Carbon Transit Operations Program Apportionments

Agency	Population 1/1/2021	% of Total Population	PUC 99313	PUC 99314	Available 2021/22	Transfer Amounts	Transfers To	Total Balance
Dinuba	26,517	5.5045%	\$64,581	\$4,663	\$69,244	\$0	NA	\$69,244
Exeter	10,997	2.2828%	\$26,783	\$0	\$26,783	\$0	NA	\$26,783
Farmersville	11,327	2.3513%	\$27,586	\$0	\$27,586	\$0	NA	\$27,586
Lindsay	13,090	2.7173%	\$31,880	\$0	\$31,880	\$0	NA	\$31,880
Porterville	59,571	12.3660%	\$145,082	\$14,288	\$159,370	\$0	NA	\$159,370
Tulare	69,246	14.3744%	\$168,645	\$9,940	\$178,585	\$0	NA	\$178,585
Visalia	139,254	28.9069%	\$339,145	\$74,101	\$413,246	\$0	NA	\$413,246
Woodlake	8,054	1.6719%	\$19,615	\$231	\$19,846	\$0	NA	\$19,846
County*	143,677	29.8250%	\$359,916	\$20,097	\$390,013	\$0	NA	\$390,013
<b>Total</b>	<b>481,733</b>	<b>100.0%</b>	<b>\$1,173,232</b>	<b>\$123,320</b>	<b>\$1,316,553</b>	<b>\$0</b>	<b>NA</b>	<b>\$1,316,553</b>

Updated 2/23/22

*This page intentionally left blank.*

## Tulare County Regional Transit Agency

### **AGENDA ITEM VI-A**

**February 28, 2022**

**Prepared by Richard Tree, TCRTA Staff**

#### **SUBJECT:**

**Action:** Reschedule a Public Hearing for 2022 Fare and Service Changes

#### **BACKGROUND:**

At the Board meeting of January 24, 2022, the Board of Directors authorized a public hearing for the 2022 fare and service changes to be held on February 23, 2022, and February 28, 2022. The proposed 2022 fare and service changes included the following:

1. The 2022 TCRTA Fares and Passes Schedule (attached).
2. Interchange local fixed routes with on-demand service in the City of Dinuba. This service change is designed to provide efficient, expanded, and innovative mobility to the community to address the low-productivity routes, ADA compliance, and community growth.
3. Interchange the local flex route with on-demand service in the City of Lindsay. This change is a neutral change in service and more of rebranding the service mode. The local flex route is a modified version of a demand response type of service.
4. Create uniformity in the local fixed route schedule across the TCRTA system. Currently, local fixed routes have unique service hours for each individual member agency. The uniform schedule will have all local fixed routes operating on the same service hours and on the same days. It is proposed that local fixed routes operate Monday – Saturday from 7:00 am to 7:00 pm, and limited Sunday service from 8:00 am to 5:00 pm.
5. Create uniformity in the ADA paratransit schedule across the TCRTA system. ADA regulations require that ADA paratransit operate on the same days and hours of the local fixed route system, therefore the current ADA paratransit schedule is unique to each member agency's fixed route service. This service change will insure TCRTA is ADA compliant regarding paratransit service. It is proposed that ADA paratransit service operate Monday – Saturday from 7:00 am to 7:00 pm, and limited Sunday service from 8:00 am to 5:00 pm.
6. Create uniformity in the On-Demand schedule across the TCRTA system. On-Demand service is being planned to expand to all member agencies starting next fiscal year. It is proposed that On-Demand service operate Monday – Saturday from 6:00 am to 10:00 pm, and limited Sunday service from 8:00 am to 8:00 pm.

**DISCUSSION:**

As of February 24, 2022, staff is continuing to have discussion with member agencies on the draft 2022 fare and service changes and is unable to come to a consensus on what changes, if any, should be proposed.

Staff is confident that consensus can be reached and draft 2022 fare and service changes can be proposed at the Board meeting scheduled for April 18, 2022.

**RECOMMENDATION:**

That the Tulare County Regional Transit Agency Board of Directors:

1. Set a Public Hearing for the 2022 Fare and Service Changes to be conducted at Board meeting on the following dates and locations.
  - a. April 27, 2022 at 6:00 pm (Porterville)
  - b. April 28, 2022 at 6:00 pm (Farmersville/Exeter)
  - c. May 4, 2022 at 6:00 pm (Tulare)
  - d. May 5, 2022 at 6:00 pm (Dinuba)
  - e. May 16, 2022 at 3:00 pm (TCRTA Board)
2. Authorize staff to notice the public hearing on all TCRTA buses, Transit Centers, TCRTA website, and in various media outlets.

**FISCAL IMPACT:**

None

**ATTACHMENT:**

1. 2022 TCRTA Fares & Passes



**2022**  
**TCRTA FARES & PASSES**  
**TCRTA Tarifas y Pases**

Local Fixed and Circulator Routes (per passenger / Por pasajero)				
Fare Categories Categoría de tarifa	Base Fares Tarifas base	Day Pass Pase de un día	7-Day Pass Pase de 7 días	31-Day Pass Pase de 31 días
General	\$1.50	\$3.00	\$10.00	\$55.00
Senior / Disabled / Medicare Card Holder <i>Mayor / Discapacidad / Titular de la tarjeta de Medicare</i>	\$.75	\$1.50	\$5.00	\$25.00
Military / Veteran <i>Militar / Veterano</i>	\$.75	\$1.50	\$5.00	\$25.00
Youth age 12 and younger <i>Jóvenes de 12 años o menos</i>	FREE	N/A	N/A	N/A
Commuter Routes (per passenger / Por pasajero)				
Fare Categories Categoría de tarifa	Base Fares Tarifas base	Day Pass Pase de un día	7-Day Pass Pase de 7 días	31-Day Pass Pase de 31 días
General	\$2.00	\$4.00	\$15.00	\$55.00
Senior / Disabled / Medicare Card Holder <i>Mayor / Discapacidad / Titular de la tarjeta de Medicare</i>	\$1.00	\$2.00	\$7.50	N/A
Military / Veteran <i>Militar / Veterano</i>	\$1.00	\$2.00	\$7.50	N/A
Youth age 12 and younger <i>Jóvenes de 12 años o menos</i>	FREE	N/A	N/A	N/A
ADA Paratransit (per passenger / Por pasajero)				
Fare Categories Categoría de tarifa	Base Fares Tarifas base			
Senior / Disabled / Medicare Card Holder <i>Mayor / Discapacidad / Titular de la tarjeta de Medicare</i>	\$3.00			
Personal Care Attendant <i>Asistente de cuidado personal</i>	FREE			
On-Demand (per passenger / Por pasajero)				
Fare Categories Categoría de tarifa	Base Fares Tarifas base			
General	\$5.00			
Senior / Disabled / Medicare Card Holder <i>Mayor / Discapacidad / Titular de la tarjeta de Medicare</i>	\$2.50			
Military / Veteran <i>Militar / Veterano</i>	\$2.50			

*This page intentionally left blank.*

## Tulare County Regional Transit Agency

### **AGENDA ITEM VI-B**

**February 28, 2022**

**Prepared by Richard Tree, TCRTA Staff**

#### **SUBJECT:**

**Action:** Approve Regional Fare Collection Project with Genfare

#### **BACKGROUND:**

For the past decade, Visalia Transit and Porterville Transit have utilized one vendor (Genfare) for electronic validating fareboxes that are being used by over 90% of transit agencies in the United States. These electronic fareboxes allow Visalia and Porterville to offer magnetic tickets, transfers, day and monthly passes, change cards and more.

All other transit providers in Tulare County have utilized non-electronic, traditional drop box fareboxes since their inceptions. Passengers board the bus and drop their cash fares into a round metal box, passes are visually validated, and paper transfers are distributed between agencies.

The disconnect between transit providers fare collection systems has created challenges with distributing and accepting transfers between systems, providing common day and monthly passes, and validating the regional pass program (T-Pass). Resulting in unmet needs that have been found reasonable to meet.

Because of these unmet needs, the Tulare County Association of Governments (TCAG) has encouraged transit providers to work together to deploy a regional fare system that will making it easier to ride between systems and in turn increasing ridership in general.

#### **DISCUSSION:**

TCRTA and Visalia staff worked together with Genfare to develop the system components needed for a regional fare collection system. The regional fare collection system will provide both TCRTA and Visalia Transit with a modern fare system, capable of accepting modern payment methods such as cash and coin, open payments (debit or credit card), mobile ticketing (smartphones), and account-based smartcards.

Justification for the sole source contract with Genfare is based on the existing Genfare equipment already in place at Visalia and Porterville and that substantial duplication of costs will not be recovered through open competition.

The regional fare collection system project is estimated to cost \$2.4 million. The attached quote from Genfare is for the equipment, software licensing, warranty and maintenance totaling \$2,069,691.21. Transit providers will purchase magnetic cards, smart-cards, and spare parts separately.

Eligible funding is available from Measure R – Transit for a regional significant project. On February 10, 2022, TCRTA requested the available \$2 million in financial assistance to perform the project for both TCRTA and Visalia. This project is contingent on award of Measure R – Transit funding. Additional funding from the County and Dinuba has been previously budgeted for farebox equipment, magnetic tickets, and smart cards.

**RECOMMENDATION:**

That the Tulare County Regional Transit Agency Board of Directors:

1. Authorize the award of a sole source contract with Genfare for the purchase of all Genfare equipment, software, warranty, and maintenance itemized in the attached quote and at a total cost not to exceed \$2,069,691.21; and
2. Authorize staff to prepare the purchase order and execute any actions necessary for the purpose of procuring and deploying the regional fare collection system.

**FISCAL IMPACT:**

This project is fully funded contingent on the award of Measure R – Transit funding and the previously budgeted project funds from the County and Dinuba.

**ATTACHMENT:**

1. TCRTA Funding Request Letter
2. Genfare Quote

February 10, 2022

Pete Vander Poel, Chair  
Tulare County Transportation Authority  
CC: Ted Smalley, Executive Director  
Leslie Davis, Finance Director  
Elizabeth Forte, Principal Regional Planner

**RE: TCRTA Request for Measure R Transit (Regional Technology Project) Financial Assistance**

Honorable Chair Vander Poel,

In partnership with the City of Visalia (Visalia Transit), the Tulare County Regional Transit Agency (TCRTA) is requesting financial assistance from the Measure R Transit, Regional Technology, funding for the purpose of procuring a regional fare collection system that will be deployed on all fixed route buses in Tulare County.

The proposed regional fare collection will benefit the region by providing a unified and connected next-generation fare collection system for both transit providers. The fare collection system is designed to improve the customer experience, making it easier to pay for the ride, and promote increased ridership. The proposed fare collection will be provided by Genfare, the nation's largest and most advanced fare collection vendor, and will include features such as mobile ticketing, open payments (Apple and Google Pay), account-based smart cards, and validating fare boxes. Deploying a regional fare system across the region will allow seamless transfers between Visalia and TCRTA services, the ability for day, week, and monthly passes, and centralized customer service.

The estimated project cost is \$2,400,000 and TCRTA is requesting Measure R financial assistance in the amount of \$2,000,000, which has been allocated for a regional significant transit project. Should you have any questions, please contact me directly at (559) 623-0452 or [rtree@tularecag.ca.gov](mailto:rtree@tularecag.ca.gov).

Sincerely,

*Richard I. Tree*

Richard Tree  
Executive Director  
Tulare County Regional Transit Agency



**Genfare**  
**A Division of SPX Corporation**  
**800 Arthur Ave**  
**Elk Grove Village, IL 60007**  
**Ph: (847) 593-8855**  
**Fax:(847) 758-4998**

# Sales Quotation

## Sold-To-Party

Tulare County Regional Transit Agency  
 Richard Tree  
 B 210 North Church Street  
 VISALIA CA 93291

## Ship-To-Party

Tulare County Regional Transit Agency  
 VISALIA CA 93291

## Information

**Sales Quote No.** 5037014  
**Document Date** 01/13/2022  
**Customer No.** 9999  
**Currency** USD  
**Contact Name** Richard Tree  
**Phone** 559-623-0452  
**FAX**  
**EMAIL** rtree@tularecag.ca.gov  
**Validity Start Date** 01/13/2022  
**Validity End Date** 03/31/2022  
**Req Ship Date** 01/13/2022

## End User

Tulare County Regional Transit Agency  
 VISALIA CA 93291

Item	Material	Quantity	Price	Amount
10	ITEM Fast Fare Complete 41"	68 EA	16,100.00 USD	1,094,800.00
	Tax	1 EA	1,368.50 USD	93,058.00
	<b>Delivery date:</b> 01/13/2022			
20	ITEM Open Link Validator	28 EA	2,300.00 USD	64,400.00
	Tax	1 EA	195.50 USD	5,474.00
	<b>Delivery date:</b> 01/13/2022			
30	J1708 LICENSE J1708 INTERFACE SOFTWARE LICENSE	96 EA	180.00 USD	17,280.00
	<b>Delivery date:</b> 01/13/2022			
40	B24535-0025 S/A CABLE,EXTERNAL J1708-25FT	96 EA	47.00 USD	4,512.00
	Tax	1 EA	4.00 USD	383.52
	<b>Delivery date:</b> 01/13/2022			
50	D18631-0008 S/A CASHBOX,S.S.,TALL,DUAL,W/CBID V2	45 EA	655.00 USD	29,475.00

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  **Date:** 01/31/2022

**Sales Representative:** Mark Mahon

**Phone:** 847-871-1415

**Email:** mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above.

Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

## Sales Quotation

### Sold-To-Party

Tulare County Regional Transit Agency  
 Richard Tree  
 B 210 North Church Street  
 VISALIA CA 93291

### Ship-To-Party

Tulare County Regional Transit Agency  
 VISALIA CA 93291

### Information

**Sales Quote No.** 5037014  
**Document Date** 01/13/2022  
**Customer No.** 9999  
**Currency** USD  
**Contact Name** Richard Tree  
**Phone** 559-623-0452  
**FAX**  
**EMAIL** rtree@tularecag.ca.gov  
**Validity Start Date** 01/13/2022  
**Validity End Date** 03/31/2022  
**Req Ship Date** 01/13/2022

### End User

Tulare County Regional Transit Agency  
 VISALIA CA 93291

Item	Material	Quantity	Price	Amount
	Tax	1 EA	55.68 USD	2,505.38
	<b>Delivery date:</b> 01/13/2022			
60	FREIGHT	1 EA	4,580.00 USD	4,580.00
	Freight			
	<b>Delivery date:</b> 01/13/2022			
70	INSTALL	1 EA	68,500.00 USD	68,500.00
	Install			
	<b>Delivery date:</b> 01/13/2022			
80	B31011-0001	3 EA	28,050.00 USD	84,150.00
	APOS-SALE & FULFILLMENT			
	Tax	1 EA	2,384.25 USD	7,152.74
	<b>Delivery date:</b> 01/13/2022			
90	SW-DS03	2 EA	28,725.00 USD	57,450.00
	SOFTWARE LICENSE, DATA SYSTEM v3			
	Tax	1 EA	2,441.63 USD	4,883.25
	<b>Delivery date:</b> 01/13/2022			
100	D15112-0020	1 EA	19,792.50 USD	19,792.50

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  **Date:** 01/31/2022

**Sales Representative:** Mark Mahon **Phone:** 847-871-1415  
**Email:** mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

## Sales Quotation

### Sold-To-Party

Tulare County Regional Transit Agency  
 Richard Tree  
 B 210 North Church Street  
 VISALIA CA 93291

### Ship-To-Party

Tulare County Regional Transit Agency  
 VISALIA CA 93291

### Information

**Sales Quote No.** 5037014  
**Document Date** 01/13/2022  
**Customer No.** 9999  
**Currency** USD  
**Contact Name** Richard Tree  
**Phone** 559-623-0452  
**FAX**  
**EMAIL** rtree@tularecag.ca.gov  
**Validity Start Date** 01/13/2022  
**Validity End Date** 03/31/2022  
**Req Ship Date** 01/13/2022

### End User

Tulare County Regional Transit Agency  
 VISALIA CA 93291

Item	Material	Quantity	Price	Amount
	PORTABLE DATA UNIT-HI SPEED (STD)			
	Tax	1 EA	1,682.36 USD	1,682.36
	<b>Delivery date:</b> 01/13/2022			
110	A28762-0002	1 EA	7,856.00 USD	7,856.00
	KIT, CBID V2 & E-TIMER-RECEIVR MECHANISM			
	Tax	1 EA	667.76 USD	667.76
	<b>Delivery date:</b> 01/13/2022			
120	NETWORK MANAGER-VM	1 EA	28,725.00 USD	28,725.00
	Network Manager-Virtual			
	<b>Software License only. Server or Virtual Machine to be provided by Agency. Requires Microsoft Server and MSSQL licensing, provided by agency. Agency to ensure proper rack hardware and space are available.</b>			
	<b>Delivery date:</b> 01/13/2022			
	<b>Sub-items 000130 to 000180 belong to this item</b>			
130	M-25692-V4USB	1 EA	0.00	
	MANUAL, NET MGR7-V4 O&S ON USB			
	<b>Delivery date:</b> 01/13/2022			

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  **Date:** 01/31/2022

**Sales Representative:** Mark Mahon **Phone:** 847-871-1415  
**Email:** mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.



## Sales Quotation

### Sold-To-Party

Tulare County Regional Transit Agency  
 Richard Tree  
 B 210 North Church Street  
 VISALIA CA 93291

### Ship-To-Party

Tulare County Regional Transit Agency  
 VISALIA CA 93291

### Information

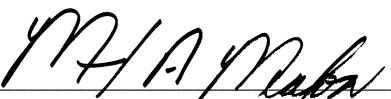
**Sales Quote No.** 5037014  
**Document Date** 01/13/2022  
**Customer No.** 9999  
**Currency** USD  
**Contact Name** Richard Tree  
**Phone** 559-623-0452  
**FAX**  
**EMAIL** rtree@tularecag.ca.gov  
**Validity Start Date** 01/13/2022  
**Validity End Date** 03/31/2022  
**Req Ship Date** 01/13/2022

### End User

Tulare County Regional Transit Agency  
 VISALIA CA 93291

Item	Material	Quantity	Price	Amount
140	B28103-0001 SERVER, DIGI-PORT-TS4MEI (70002045) <b>Delivery date:</b> 01/13/2022	1 EA	0.00	
150	B28103-0002 BRACKET w/POWER CORD HOOK (760006-40) <b>Delivery date:</b> 01/13/2022	1 EA	0.00	
160	B28103-0003 AC POWER SUPPLY (76000735) <b>Delivery date:</b> 01/13/2022	1 EA	0.00	
170	B28103-0004 CABLE, DIGI SERIAL-4 FT. (76000195) <b>Delivery date:</b> 01/13/2022	1 EA	0.00	
180	SOFTWARE, NETWORK MANAGER <b>Delivery date:</b> 01/13/2022	1 EA	0.00	
190	ITEM Genfare Link	1 EA	182,850.00 USD	182,850.00

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  **Date:** 01/31/2022

**Sales Representative:** Mark Mahon **Phone:** 847-871-1415  
**Email:** mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

## Sales Quotation

### Sold-To-Party

Tulare County Regional Transit Agency  
 Richard Tree  
 B 210 North Church Street  
 VISALIA CA 93291

### Ship-To-Party

Tulare County Regional Transit Agency  
 VISALIA CA 93291

### Information

**Sales Quote No.** 5037014  
**Document Date** 01/13/2022  
**Customer No.** 9999  
**Currency** USD  
**Contact Name** Richard Tree  
**Phone** 559-623-0452  
**FAX**  
**EMAIL** rtree@tularecag.ca.gov  
**Validity Start Date** 01/13/2022  
**Validity End Date** 03/31/2022  
**Req Ship Date** 01/13/2022

### End User

Tulare County Regional Transit Agency  
 VISALIA CA 93291

Item	Material	Quantity	Price	Amount
	Tax	1 EA	15,542.25 USD	15,542.25
	<b>Delivery date:</b> 01/13/2022			
200	ITEM	1 EA	36,570.00 USD	36,570.00
	Subscription and Hoisting (Year 1)			
	Tax	1 EA	3,108.45 USD	3,108.45
	<b>Delivery date:</b> 01/13/2022			
210	ITEM	1 EA	37,667.00 USD	37,667.00
	Subscription and Hoisting (Year 2)			
	Tax	1 EA	3,201.70 USD	3,201.70
	<b>Delivery date:</b> 01/13/2022			
220	ITEM	1 EA	38,797.00 USD	38,797.00
	Subscription and Hoisting (Year 3)			
	Tax	1 EA	3,297.74 USD	3,297.74
	<b>Delivery date:</b> 01/13/2022			
250	ITEM	1 EA	23,871.00 USD	23,871.00
	Platinum Support Agreement (year 1)			
	Tax	1 EA	2,029.04 USD	2,029.04

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  **Date:** 01/31/2022

**Sales Representative:** Mark Mahon **Phone:** 847-871-1415  
**Email:** mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

## Sales Quotation

### Sold-To-Party

Tulare County Regional Transit Agency  
 Richard Tree  
 B 210 North Church Street  
 VISALIA CA 93291

### Ship-To-Party

Tulare County Regional Transit Agency  
 VISALIA CA 93291

### Information

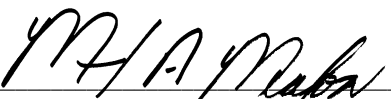
**Sales Quote No.** 5037014  
**Document Date** 01/13/2022  
**Customer No.** 9999  
**Currency** USD  
**Contact Name** Richard Tree  
**Phone** 559-623-0452  
**FAX**  
**EMAIL** rtree@tularecag.ca.gov  
**Validity Start Date** 01/13/2022  
**Validity End Date** 03/31/2022  
**Req Ship Date** 01/13/2022

### End User

Tulare County Regional Transit Agency  
 VISALIA CA 93291

Item	Material	Quantity	Price	Amount
	<b>Delivery date:</b> 01/13/2022			
260	ITEM	1 EA	24,587.00 USD	24,587.00
	Platinum Support Agreement (year 2)			
	Tax	1 EA	2,089.90 USD	2,089.90
	<b>Delivery date:</b> 01/13/2022			
270	ITEM	1 EA	25,325.00 USD	25,325.00
	Platinum Support Agreement (year 3)			
	Tax	1 EA	2,152.62 USD	2,152.62
	<b>Delivery date:</b> 01/13/2022			
300	PROGRAM MANAGEMENT	1 EA	45,000.00 USD	45,000.00
	Program Management			
	<b>Delivery date:</b> 01/17/2022			
310	DOCUMENTATION	1 EA	15,000.00 USD	15,000.00
	Documentation			
	Tax	1 EA	1,275.00 USD	1,275.00
	<b>Delivery date:</b> 01/17/2022			
320	TRAINING	1 EA	10,000.00 USD	10,000.00

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  **Date:** 01/31/2022

**Sales Representative:** Mark Mahon **Phone:** 847-871-1415  
**Email:** mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

## Sales Quotation

### Sold-To-Party

Tulare County Regional Transit Agency  
 Richard Tree  
 B 210 North Church Street  
 VISALIA CA 93291

### Ship-To-Party

Tulare County Regional Transit Agency  
 VISALIA CA 93291

### Information

**Sales Quote No.** 5037014  
**Document Date** 01/13/2022  
**Customer No.** 9999  
**Currency** USD  
**Contact Name** Richard Tree  
**Phone** 559-623-0452  
**FAX**  
**EMAIL** rtree@tularecag.ca.gov  
**Validity Start Date** 01/13/2022  
**Validity End Date** 03/31/2022  
**Req Ship Date** 01/13/2022

### End User

Tulare County Regional Transit Agency  
 VISALIA CA 93291

Item	Material	Quantity	Price	Amount
	Training			
	<b>Delivery date:</b>	01/17/2022		
	<b>Gross Value:</b>			1,921,187.50
	<b>Total Tax:</b>			148,503.71
	<b>Final Amount:</b>			2,069,691.21

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:**  **Date:** 01/31/2022

**Sales Representative:** Mark Mahon **Phone:** 847-871-1415  
**Email:** mark.mahon@spx.com

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

## TERMS AND CONDITIONS OF SALE

**1. GENERAL.** Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

**2. SHIPPING & INSURANCE.** Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

**3. TERMS OF PAYMENT.** Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

**4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY.** All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

**5. CHANGES TO SPECIFICATIONS.** Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

**6. ACCEPTANCE, RETURNS AND EXCHANGES.** The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

**Return/Exchange Procedures.** Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

**7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE.** If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

**8. CANCELLATION.** If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

**9. FORCE MAJEURE.** To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

**10. INSTALLATION.** If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

**11. WARRANTY.** All Products are covered by Genfare's Standard

Warranty as described in Attachment A attached hereto and incorporated herein.

**12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.** Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

**13. INDEMNIFICATION.** Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

**14. INSURANCE.** Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates.

Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

**15. NOTICE.** All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

**16. MISCELLANEOUS.** No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

#### ATTACHMENT A- WARRANTY

##### 1. DEFINITIONS

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

##### i. Equipment:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

##### ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:<TC>

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

2071104 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.

- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

##### 2. GENERAL TERMS

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall 2071104

##### 3. RETURN OF EQUIPMENT UNDER WARRANTY

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
- i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization (#RMA#) to ship the defective item to Genfare;
- ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to# Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
- iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
- iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

##### 4. TECHNICAL ASSISTANCE.

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847.593.8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

##### 5. UPDATES.

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment. Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

**6. DEFAULT AND TERMINATION.** Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

**7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY.**

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers, etc. (a full list of consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

**8. LIMITATION ON DAMAGES.**

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED #AS IS.# GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

*This page intentionally left blank.*



**AGENDA ITEM VI-C**

**February 28, 2022**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Approve Travel and Attendance to 2022 CALACT Spring Conference & Expo.

**BACKGROUND:**

The California Association for Coordinated Transportation (CALACT) will be having its 2022 Spring Conference & Expo on April 19, 2022, through April 22, 2022, at the Newport Beach Marriott Hotel and Spa.

CALACT, which TCRTA is a member, hosts two state-wide transit conference each year. A typical conference agenda focuses on legislative initiatives, creating and sustaining public transportation, zero-emission planning, state and federal funding, and regulatory requirements. Most transit agencies attend these conferences each year to network and obtain continuing education.

**DISCUSSION:**

Staff is recommending that a Director be selected to attend, with the Executive Director, the 2022 Spring Conference & Expo to introduce and educate staff on various topics affecting public transportation today.

**RECOMMENDATION:**

That the Tulare County Regional Transit Agency Board of Directors:

1. Select and authorize Director to attend the 2022 Spring Conference & Expo; and
2. Authorize the Executive Director and Transportation Planner to attend the 2022 Spring Conference & Expo.

**FISCAL IMPACT:**

The estimated expense for the Director, Executive Director, and Transportation Planner to attend the 2022 Spring Conference & Expo is \$3,500.

**ATTACHMENT:**

None