



REQUEST FOR PROPOSALS (RFP)

Santa Cruz County On- Board Transit Ridership Survey

January 13, 2012

Dear Consultant:

The Santa Cruz County Regional Transportation Commission (RTC) and the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) invite your firm to submit a proposal for planning and conducting an on-board transit ridership study for the Santa Cruz County area. The RTC will be the agency that awards the contract and manages the selected contractor for this project.

This letter, along with its enclosures, comprises the Request for Proposal (RFP) for this project. The RTC reserves the right to amend the RFP by addendum before the final proposal submittal date. This RFP and any addenda will be posted on the RTC Consulting Opportunities website (<http://sccrtc.org/about/opportunities/rfp/>). Responses should be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit one (1) unbound reproducible original and six (6) paper copies, as well as one electronic (PDF or Word/Excel) versions of their proposal **no later than 5:00 pm, Pacific Standard Time, Thursday, February 10, 2012**. Proposals received after the date and time specified above will not be considered.

Proposals shall be considered firm offers to enter into a contract, as described in this RFP for a period of ninety (90) days from the time of submittal.

RTC Point of Contact

Proposals and inquiries relating to this RFP shall be submitted to:

Grace Blakeslee, Project Manager
Santa Cruz County Regional Transportation Commission
1523 Pacific Ave., Santa Cruz, CA 95060
831-460-3200 ~ gblakeslee@sccrtc.org

Email inquiries relating to this RFP should include "Transit Ridership Survey" in the subject header.

Background

The Santa Cruz County Regional Transportation Commission (RTC) and the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) received a Rural or Small Urban Transit Planning Studies Grant from the California Department of Transportation to conduct an on-board transit ridership study. The RTC is the state-designated public agency with regional transportation planning responsibilities that cross city and -county boundaries. The Santa Cruz METRO operates, and manages the countywide bus system. RTC and Santa Cruz METRO are also coordinating with the Association of Monterey Bay Area Governments (AMBAG). AMBAG is the federally designated Metropolitan Transportation Planning Organization (MPO) for Santa Cruz, Monterey, and San Benito Counties and is the agency that maintains the Regional Travel Demand Model (RTDM) for the region.

Up-to-date transit ridership data is essential to support planning efforts that achieve statewide and regional goals to reduce vehicle miles traveled (VMT) and achieve greenhouse gas (GHG) targets. Santa Cruz County, like many regions, will rely on the RTDM and associated transportation modeling efforts for evaluating the impacts of new transportation investments' on GHGs and meeting other regional goals. Increasing transit ridership can be an important strategy for reducing VMT and GHGs. As a result, current transit ridership data will be collected to enable the RTDM to forecast future transit ridership more accurately. In addition, Santa Cruz METRO needs to determine the population in its service-area population speaking a primary language other than English in order to meet its Civil Rights requirements.

At the same time, transit agencies are functioning in an extremely constrained financial environment and are faced with service cuts. The Santa Cruz METRO currently operates thirty-six routes and averages 21,800 weekday rides in the month of April, when the survey is scheduled to be completed. Over the last few years, Santa Cruz METRO, has seen transit ridership increase by 3%, and funding for transit operations decrease by 2.2%. In this environment, transit agencies are reviewing transit ridership and on time performance data to evaluate transit efficiencies and inform future service planning. Santa Cruz METRO does not currently have the benefit of Automated Passenger Count (APC) and Automated Vehicle Locator (AVL) County data collection systems. The on-board transit ridership survey is an opportunity to collect valuable data to analyze and evaluate transit service and assist in future service planning.

Project Description

An on-board transit ridership study is needed to collect recent and accurate Santa Cruz County transit ridership data. As envisioned, an on-board transit ridership survey will collect the data needed to support the transit functionality of the RTDM and support future transit planning efforts. This RFP is intended to solicit proposals from interested consultants to design and conduct an on-board transit ridership

survey in Santa Cruz County. Additional project information is provided in *Appendix A, Scope of Work*.

The data collected will be shared amongst the RTC, Santa Cruz METRO, and AMBAG to plan for and support future transportation funding decisions. Specifically, AMBAG will use the data collected as an input into the RTDM as part of the current modeling programs. The RTC will utilize the data to support regional transportation planning efforts and the Santa Cruz METRO will utilize the data to support future transit planning.

Minimum Qualifications

The selected consultant can be a firm, a consortium of firms or an individual, but must demonstrate to RTC, Santa Cruz METRO and AMBAG's satisfaction the following professional qualifications:

Experience with:

- a. On-board transit surveys including transit data collection strategies, sampling plans, questionnaire design, managing field work, and analysis and reporting of survey results

Knowledge of:

- a. Travel demand model transit functions and data forecasting tools and techniques including, but not limited to transit modeling and data requirements.

Demonstrated ability and adequate resources to:

- a. Conduct and complete a comprehensive on-board transit survey for Santa Cruz County by the specified deadlines and publish results
- b. Plan for and implement an on-board transit survey that will render a representative sample of transit riders in Santa Cruz County
- c. Design and implement a survey that garners a high response rate and obtains valid trip results
- d. Coordinate and communicate effectively with RTC, Santa Cruz METRO and AMBAG to prepare and conduct the survey and document transit survey results
- e. Effectively prepare clearly-written documentation and high quality graphic materials
- f. Effectively manage sub-consultants and/or technical staff

Other Desirable Qualifications

In addition to the minimum qualifications above, other desirable Contractor qualifications include:

Knowledge of and experience with:

- a. AMBAG' of Monterey Bay Area Governments regional travel demand model

- b. Transit data for Monterey Bay Area
- c. California Household Travel Survey
- d. Geospatial analysis tools for geocoding the collected data

Scope of Work, Budget and Schedule

A scope of work detailing the tasks associated with this consulting effort is included in this RFP as *Appendix A*. The budgeted amount available for this consulting agreement is twenty one thousand five hundred and forty dollars (\$21,540). The contract payment terms will be firm fixed price with payment made on the basis of receipt and acceptance of satisfactory deliverables. The project is expected to begin in March 1, 2012 and to end in August 30, 2012. The project schedule can be found in *Appendix A, Attachment A-1*.

Non-discrimination & Disadvantaged Business Enterprise (DBE) Participation

A. This solicitation is subject to Title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the California Department of Transportation (hereafter referred to as Department) achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with Federal Funds. The Bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. As required by federal law, the Department has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts. The selected firm, whether or not they have DBE participation, must complete the appropriate DBE reporting form attached to the consultant agreement.

As of November 1, 2010, the Department's Race Neutral DBE Program applies to FHWA Partnership Planning grants administered by the California Department of Transportation. Contracts using these funds will not have contract goals for DBE participation.

Proposers' Conference, Requests for Clarification or Exceptions, Addenda

A proposers' conference will be held on Wednesday, January 25, 2012 at 2:00 p.m. in the RTC Conference Room, 1523 Pacific Ave., Santa Cruz. Participation will also be available by conference call. To ensure that sufficient resources are available for this meeting, RSVPs to info@sccrtc.org or (831) 460-3200 are requested by Friday, January 20, 2012 at Noon. Please indicate whether you plan to attend in person or by phone.

This RFP and any addenda will be posted on the RTC's Consultant Opportunities website (<http://sccrtc.org/about/opportunities/rfp/>). **All potential bidders are responsible for checking the website for any addenda to the bid**

documents. To receive email notifications of addenda to this RFP, prospective proposers must submit an email request to the RTC Project Manager.

Any requests for clarification, questions, or exceptions to RFP requirements must be received by RTC no later than 5:00 p.m., Pacific Standard Time, on Friday, January 27, 2012 to guarantee response. Responses to all questions received by this date will be posted on the RTC's Consultant Opportunities website (<http://sccrtc.org/about/opportunities/rfp/>). Responses to questions concerning this RFP posed by 5:00 p.m. January 20, 2012 will be provided to firms who participate in the proposer's conference.

Proposal Format

Sections that must be included in each proposal are described below.

In keeping with RTC's resource conservation policy, proposers are asked to print proposals double-sided and are encouraged to use recycled paper with no plastic inserts for all proposals and reports. Covers and binding are not required, however, if provided they should be of recyclable material.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposers' capabilities.

The following information must be included in the proposal in the order listed:

1. **Transmittal Letter**: a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFP by title and date and should include the name and telephone number of a contact person and a statement that the proposal is a firm offer to enter into a contract with RTC according to the terms of this RFP for ninety (90) days following its submission.
2. **Firm Qualifications**: a company profile and summary of the firm's, and subconsultant's, qualifications in relation to this project, addressing each of the qualifications listed above and other desirable experience and expertise. The company profile should specify the firm size and number of staff available to work on this project, including subconsultants.
3. **Proposed Approach**: a summary of the firm's proposed approach including an explanation of how the firm proposes to accomplish each task and deliverables outlined in the RFP.
4. **Schedule**: a project schedule, identifying major project milestones and key dates.
5. **Staff Qualifications**: summary of the lead and technical staff, including all subconsultants, proposed for the project and their qualifications. Qualifications should be limited to one paragraph per person, and should include the role of the person, the length of their work experience, areas of expertise (if any), and their relevant experience based on this RFP's desired qualifications. A chart representing the proposed organizational structure shall be provided. Resumes may also be included as an appendix.

6. Cost Proposal: a proposal that outlines the budget for each task and related deliverables as outlined in *Appendix A, Scope of Work*. The cost proposal shall include all costs to RTC broken down by project personnel, hourly rates, estimated hours, burden rate and any other costs.
7. Relevant Experience: descriptions of work performed and outcomes of relevant, recent projects by the lead staff person and technical staff proposed for this project, including subconsultants. Descriptions should be no longer than two paragraphs per project and identify the client, purpose, size, technologies used, year of completion, total project budget and the names of the individuals proposed for this solicitation who worked on the referenced projects.
8. References: three (3) references who can attest to the consultant's and three (3) references who can attest to the subconsultants experience in performing work substantially similar to the services covered by this RFP. (Include company name, point of contact, email addresses, telephone, and fax number for three projects similar to work described in this RFP.) Letters of endorsements may be included as an appendix.
9. Additional Information: information considered by proposers to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. This appendix should be relevant and brief and a total of one (1) page maximum.
10. Exceptions and Deviations: Proposers wishing to propose alternative approaches to meeting the agency's technical or contractual requirements, should thoroughly explain their reasoning, note as to whether they are "technical" or "contractual" exceptions and reference the relevant section(s) of the RFP.
11. California Levine Act Statement: Submit a signed Levine Act statement regarding conflict of interest. (*Appendix B*).
12. Lobbying and Debarment Certificates: Submit completed Lobbying and Debarment certificates (*Appendix C and D*).

Evaluation Criteria

RTC, Santa Cruz METRO and AMBAG staff will conduct an initial review of the proposals for adherence to the minimum qualifications and inclusion of the items requested in this RFP. Proposers failing to meet the minimum qualifications will not be considered. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation criteria listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in the Proposal Format above, may be considered complete and generally responsive, if evaluation in every criterion area is possible.

Responsive proposals will be evaluated by a panel of representatives from RTC, Santa Cruz METRO, AMBAG, and technical advisors (actual make-up of panel is subject to change), based on the following evaluation factors and will be weighted accordingly:

Criteria 1: APPROACH, 25 POINTS

- Thoroughness, appropriateness, clarity, logic, and risk of proposer’s approach to carrying out the tasks listed in *Appendix A, Scope of Work* and meet project objectives.
- Logic, risk and appropriateness of proposed schedule.
- Capability of developing and/or applying innovative and advanced techniques.

Criteria 2: QUALIFICATIONS of FIRM and KEY PERSONNEL, 10 POINTS

- Qualifications for the lead firm, subconsultants, Project Manager, and the Project team.
- Logic, risk and appropriateness of proposed team structure, coordination, communication flow, and location of key consultant personnel.

Criteria 3: PAST PERFORMANCE AND QUALITY OF SERVICES 15 POINTS

- Firm, subconsultants, and key project’s staff previous experience with project of a similar scope and nature.

Criteria 4: RESOURCE AVAILABILITY AND ALLOCATION, 15 POINTS

- Assignment of key personnel among project elements, tasks, and subtasks.
- Availability of key personnel to support this project, including team depth and plans for back-up personnel.
- Appropriateness of labor hour distribution.

Criteria 5: COMMUNICATIONS, 10 POINTS

- Clarity, structure, and readability of the proposal and all submitted materials.
- Ability to communicate and present information .clearly.

Criteria 6: COST, 25 POINTS

- Appropriateness and clarity of the cost proposal and budget calculations per task. Appropriateness of allocation of non-labor resources.
- Cost effectiveness, including value-added services.

Following the evaluation, the panel may elect to recommend award to a particular proposer or to invite for interviews a “short list” of proposers. References may be checked for one or more of such short-listed proposers prior to final evaluation. Evaluation scoring will be updated to consider information gathered from reference check and interview, if applicable. The RTC Project Manager will then recommend a consultant to the Executive Director and the Commission. RTC reserves the right to not convene interviews and to make an award on the basis of written proposals alone. Further, RTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all proposers at any stage of the evaluation.

The contract will be awarded to the firm that presents the proposal that, in the opinion of the RTC, Santa Cruz METRO and AMBAG is the most advantageous to the RTC, Santa Cruz METRO, and AMBAG based on the evaluation criteria.

Tentative Selection Timetable

Request for Proposals

- Issue to Consultants January 13, 2012

Consultant Proposals

- Proposer's Conference January 25, 2:00pm
- Proposals due February 10, 2012, 5:00pm, PST
- Consultants notified February 16, 2012
- Interviews (if RTC, Santa Cruz METRO and AMBAG elect to do so) February 21, 2012
- Select consultant March 1, 2012

Consultant Contract

- RTC approve Contract March 1, 2012
- Notice to Proceed March 2, 2012

See *Appendix A, Attachment A-1* for project schedule.

Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that RTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the RTC Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the proposer is notified that their proposal was found to be non-responsive or failed to meet minimum qualifications; or
3. No later than three (3) working days after the date on which the contract is authorized or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the RTC authorizes the award.

The RTC Project Manager responsible for the procurement will respond to the protest in writing. Authorization to award a contract to a particular contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the RTC Project Manager. Should the proposer wish to appeal the decision of the RTC Project Manager they may file a written appeal with the RTC Executive Director, no less than three (3)

working days after receipt of the written response from the RTC Project Manager. The Executive Director's decision will be the final agency decision.

General Conditions

RTC will not reimburse any proposer for costs related to preparing and submitting a proposal. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.

RTC reserves the right, in its sole discretion, not to enter into a contract as a result of this RFP. Any award will be to the consultant whose proposal is most advantageous to RTC, Santa Cruz METRO and AMBAG based on the evaluation criteria outlined above.

Any proposals received prior to the due date and time specified above may be withdrawn or modified by written request of the proposer. To be considered, however, the modified proposal must be received by the proposal due date and time specified above.

Any proposals received by the prescribed deadline become the property of RTC and Santa Cruz METRO and all rights to the contents therein become those of RTC and Santa Cruz METRO.

RTC reserves the right to amend the Request for Proposals by addendum before the final proposal submittal date.

For your reference, a copy of RTC's standard agreement provisions is enclosed as *Appendix E*. If a proposer wishes to recommend a change to any standard RTC contract provision, the provision and any proposed alternative language must be requested prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the consultant will be deemed to accept RTC's standard contract provisions. In addition, the project will be funded by Federal funds. Federal required contract provisions are included in RTC standard agreement (*Appendix E*).

Authority to Commit RTC

Based on the findings of the evaluation panel and RTC Project Manager, the RTC Executive Director will recommend a consultant to the RTC. Upon approval by the RTC, the Executive Director will be authorized to enter into an agreement with the selected consultant.

Thank you for your interest. If you need assistance or have any questions, please call the RTC Project Manager, Grace Blakeslee at (831) 460-3200.

Sincerely,

George Dondero
Executive Director

Enclosed with this Request for Proposals:

<i>Appendix A</i>	Scope of Work
<i>Attachment A-1</i>	Project Schedule
<i>Attachment A-2</i>	Priority Data Needs
<i>Appendix B</i>	Levine Act Statement
<i>Appendix C</i>	Certification on Restrictions on Lobbying
<i>Appendix D</i>	Certification Regarding Debarment and Suspension
<i>Appendix E</i>	Sample Agreement
<i>Attachment E-1</i>	Scope of Work + Attachments [Placeholder]
<i>Attachment E-2</i>	Project Payment Schedule
<i>Attachment E-3</i>	Local Agency Proposer DBE Information
<i>Attachment E-4</i>	Notice to Proposer DBE Information

**APPENDIX A,
Santa Cruz County On-Board Transit Ridership Survey
Scope of Work**

DESCRIPTION

Background

The Santa Cruz County Regional Transportation Commission (RTC) and the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) received a Rural or Small Urban Transit Planning Studies Grant from the California Department of Transportation to plan and conduct an on-board transit ridership study. The RTC is the state-designated public agency with regional transportation planning responsibilities that cross city-county boundaries. The Santa Cruz METRO operates, and manages the countywide bus system. RTC and Santa Cruz METRO are also coordinating with the Association of Monterey Bay Area Governments (AMBAG). AMBAG is the federally designated Metropolitan Transportation Planning Organization (MPO) for Santa Cruz, Monterey, and San Benito Counties and is the agency that maintains the regional travel demand model (RTDM) for the region.

Up-to-date transit ridership data is essential to support planning efforts that achieve statewide and regional goals to reduce vehicle miles traveled (VMT) and achieve greenhouse gas (GHG) targets. Santa Cruz County, like many regions, will rely on the RTDM and associated transportation modeling efforts for evaluating the impacts of new transportation investments' on GHGs and meeting other regional goals. Increasing transit ridership can be an important strategy for reducing VMT and GHGs. As a result, current transit ridership data will be collected to enable the RTDM to forecast future transit ridership more accurately. In addition, Santa Cruz METRO needs to determine the population in its service-area population speaking a primary language other than English in order to meet its Civil Rights requirements.

At the same time, transit agencies are functioning in an extremely constrained financial environment and are faced with service cuts. The Santa Cruz METRO currently operates thirty-six routes and averages 21,800 weekday rides in the month of April, when the survey is scheduled to be completed. Over the last few years, Santa Cruz METRO, has seen transit ridership increase by 3%, and funding for transit operations decrease by 2.2%. In this environment, transit agencies are reviewing transit ridership and on time performance data to evaluate transit efficiencies and inform future service planning. Santa Cruz METRO does not currently have the benefit of Automated Passenger Count (APC) and Automated Vehicle Locator (AVL) County data collection systems. The on-board transit ridership survey is an opportunity to collect valuable data to analyze and evaluate transit service and assist in future service planning.

Project Description

An on-board transit ridership survey is needed to collect recent and accurate Santa Cruz County transit ridership data. As envisioned, the on-board transit Ridership survey will collect the data needed to support the transit function of the RTDM and support future transit planning efforts.

This RFP is intended to solicit proposals from interested consultants to design and conduct an on-board transit ridership survey in Santa Cruz County. The data collected will be shared amongst the RTC, Santa Cruz METRO, and AMBAG to plan for and support future transportation funding decisions. Specifically, AMBAG will use the data collected as an input into the RTDM as part of the current modeling programs. The RTC will utilize the data to support regional transportation planning efforts and the Santa Cruz METRO will utilize the data to support future transit planning.

Project Objectives

The RTC's undertaking in this project is based on consideration of the following objectives:

1. An on-board transit ridership survey is needed to collect recent and statistically accurate Santa Cruz County transit ridership data
2. The on-board transit ridership survey will collect the data needed to support the transit functionality of the Association of Monterey Bay Area Government's Regional Travel Demand Model (RTDM) and support future transit planning efforts
3. The on-board transit ridership survey data collected will be used to inform decision makers' about transit ridership including, but not limited to, transit riders origins and the destinations and mode used to access transit
4. The on-board transit ridership survey should serve as a tool to characterize transit riders with Limited English Proficiency

SCOPE OF CONSULTANT SERVICES

The consultant shall plan and conduct an on-board scientific sample survey of transit riders in Santa Cruz County, which applies accepted survey practices and sampling techniques; deliver the geocoded data in a format usable by RTC, Santa Cruz METRO and AMBAG for the RTDM; and analyze and report the survey results to RTC, Santa Cruz METRO and AMBAG. The data collected should, at a minimum, include the data required to support the transit function of the RTDM. Additional data collected should support future transit service planning. A list of data identified by RTC, Santa Cruz METRO, and AMBAG as priority transit needs to support the project objectives is included as *Appendix A, Attachment A-2*. Highest priority should be given to the data required to support the RTDM. The consultant is encouraged to inform the RTC, Santa Cruz METRO, and AMBAG in their proposal if additional data is required and/or recommended to achieve the project objectives.

The intent of this scope is to clearly communicate the tasks expected to complete the project, meet project objectives, and establish an outline for receiving progress reports by task as work on the on-board transit ridership study proceeds. A set of deliverables is outlined under each task. Interim reporting is required for effective communication between consultant and the project team. The project schedule can be found in *Appendix A, Attachment A-1*. Key milestones include establishing a sampling plan, developing the survey questionnaire, scheduling data collection, implementing the survey, organizing the data including tabulation, geocoding, and analysis, and producing the draft and final reports.

Throughout the consultant's Proposed Approach, the consultant should identify the constraints and opportunities presented by the selected approach. Factors for identifying constraints and opportunities should include, but are not limited to:

- Existing available Santa Cruz County transit data
- Evaluating the existing RTDM and proposed model improvements
- Reviewing recent transit planning efforts
- Santa Cruz METRO ongoing data collection efforts

The consultant is also encouraged to propose alternate approaches to meeting project goals, including associated cost, and should thoroughly explain their reasoning. This information should be included in the Exceptions and Deviations section of the consultant's proposal.

PART I: On-Board Transit Ridership Survey Plan and Design

Consultant shall explain the proposed approach to transit ridership data collection, how it relates to current best practices, and why this approach best achieves project goals. RTC, Santa Cruz METRO, AMBAG and the consultant shall meet to review and discuss the proposed sampling approach prior to implementation.

TASK 1: Review Survey Objectives

Consultant shall work with RTC, Santa Cruz METRO and AMBAG to clearly define the problems and opportunities that will be addressed by this project and meet with RTC, Santa Cruz METRO at the beginning of the project to refine survey objectives, if needed. Consultant shall also be familiar with prior Santa Cruz County transit surveys, including the 2007 Santa Cruz Transit Survey, and other Santa Cruz County transit data collection efforts.

Deliverable 1: Discussion summary with documentation of survey objectives and how project objectives related to the 2007 Santa Cruz Transit Survey and ongoing data collection efforts

TASK 2: Develop a Sampling Plan

Consultant shall develop a transit ridership sampling plan, which should specify how the survey is to be administered, the basis for this sampling approach, the survey sample size, the sample distribution within the transit network and times of day, and explain the procedures to be used to prevent bias and adjust to short trips. The sampling plan should consider the variation of transit boardings and alightings by transit stop to ensure that completed surveys mirrored the actual distribution of riders. The sampling plan shall also address how it will ensure data accuracy and prevent data gaps. The consultant will ensure that the methodology proposed will render a representative sample of transit riders in Santa Cruz County.

Deliverable 2: Detailed description of how samples will be collected, an explanation of the basis for the recommended approach, an estimated response rate.

Deliverable 3: Documentation of sample size, sample distribution by route and time, statistical significance, and explanation of basis for recommended approach. Explanation of why a 95% confidence level was not used to calculate the appropriate sample size, if applicable.

Deliverable 4: Explanation of how sampling approach ensures data accuracy, prevents data gaps, is consistent with best practices for on-board transit surveys, and how this approach ensures a representative sample of Santa Cruz County transit riders.

Deliverable 5: Detailed explanation of how sampling approach will achieve survey objectives

TASK 3: Preparation of the Survey Questionnaire

Consultant shall design the survey questionnaire that ensures the best response rate possible and a high level of valid trip responses. The survey will be conducted in English and Spanish. Each survey should include a place for the surveyor to enter the transit route, date, day of week and time the survey is conducted and the surveyor's name, if applicable. The survey should also address the data needs identified in *Appendix A, Attachment A-2* and address Limited English Proficiency (LEP) data collection needs. The survey questionnaire must be designed to obtain responses that positively identify the origin and destination and sequence of transit vehicle used to complete the one way trip made by the respondent. If possible, the survey instrument itself will include a Geographic Positioning System to collect the latitude and longitudinal information and time.

Deliverable 6: Detailed description of the survey instrument.

Deliverable 7: Survey questionnaire and design.

Deliverable 8: Explanation of how the proposed design is consistent with best practices.

TASK 4: Describe Data to be Collected & RTDM Transit Function/Transit Planning Connection

Consultant shall list all of the data to be collected using the survey instrument and provide an explanation of how data is directly linked to improving RTDM functionality and/or transit service planning needs. (See *Appendix A, Attachment A-2* for priority transit data needs identified by RTC, Santa Cruz METRO, and AMBAG.) Identify any additional gaps in transit data which could be addressed as part of this project.

Deliverable 9: Matrix of data to be collected and relationship to RTDM transit function, Limited English Proficiency, or transit planning

Deliverable 10: Description of data base

PART II: Conduct On-Board Transit Ridership Survey

Consultant shall describe the recommended survey implementation strategies including field procedures and scheduling. RTC, Santa Cruz METRO, AMBAG and consultant shall meet to review and discuss how the survey will be conducted before data collection is initiated.

TASK 5: Field procedures plan

Consultant shall describe how the survey will be distributed and recovered in the most cost effective manner, how survey staff will be hired and trained, and how field work will be conducted, if applicable. The consultant shall also describe how to prevent non-response errors, and what procedures will be in place to ensure that quality data is collected. The consultant shall work with Santa Cruz METRO to schedule the survey and receive permission from Santa Cruz METRO prior to conducting the survey. The consultant shall conduct the transit survey in accordance with the field procedures plan.

Deliverable 11: List of the staff required to conduct surveys including, but not limited to, surveyors, trainers and supervisors.

Deliverable 12: A description of how survey staff will be hired and trained, if applicable.

Deliverable 13: A description of the proposed process of how the survey will be carried out including distributing and receiving surveys and collecting observed boarding and alighting counts and transit arrival and departure times. Consultant shall explain why less than two surveyors at a time are scheduled to collect the needed data, if applicable.

Deliverable 14: Explanation of how the proposed approach is consistent with best practices and ensures that quality data is collected.

Deliverable 15: Completed surveys

PART III: On-Board Transit Ridership Survey Data Reporting

Consultant shall compile and analyze data collected and compile a final report for the project. The documentation and analysis should clearly convey the project purpose, methods, analysis, and results.

TASK 6: Compiling and Analyzing Data

Consultants shall ensure that questionnaires are checked for completeness and the result documented electronically. Consultant shall run tabulations to analyze the transit data. The consultant shall provide the data to RTC, Santa Cruz METRO and AMBAG in a format to be used by the transportation model and by local decision makers.

Deliverable 16: Electronic documentation of survey results in Excel format with origin and destination addresses and boarding and alighting locations geocoded to provide latitude and longitude of these locations for all trips.

Deliverable 17: Analytical description, trip tables, and data presentation in tabular form and graphic format, supplemented by a narrative discussion in order to facilitate the reader's understanding of the significance of the data and prevailing characteristics of transit riders including, but not limited to, demographics, vehicle availability, trip purpose, mode to access transit, distance to and from transit, travel times, trip distance, travel times by trip purpose and trip distance, trip origin and trip end density maps.

TASK 7: Reporting

Consultant shall prepare a final report that documents how the survey was conducted, what data was collected, identifies any problems that were encountered, and how they were dealt with. The report should include a standard analysis, key findings, and other significant topics including anecdotal information and data summaries of the survey results. The report shall also include a summary of the report findings and a detailed description of the analysis conducted. The report will also provide an executive summary suitable for distribution to board members, stakeholders, citizens and interested parties. The report will also include a discussion of the quality assurance procedures in place at each stage of the survey ensure quality samples, representation, and reporting and how every stage of survey development and implementation related to best sampling practices.

Deliverable 18: Administrative Draft Report

Deliverable 19: Draft Report

Deliverable 20: Final Report

Deliverable 21: Presentation including a power point presentation to RTC Board and Santa Cruz METRO Board covering what work was completed by the consultant, how the work was completed, why the tasks were undertaken, and what were the findings and their recommendations related to the findings.

ATTACHMENT A-1

Project Schedule

RTC is seeking a consultant to perform the services described in this Scope of Work for a period of six (6) months ending on August 30, 2012. The RTC is looking forward to working with a qualified contractor who will be able to meet this deadline.

January 13, 2012	Release RFP
January 25, 2012	Conduct Proposers' Conference, Santa Cruz, CA 2:00 pm PST
February 10, 2012	Proposals due, 5:00 pm, Pacific Standard Time
February 16, 2012	Notify consultants
February 21, 2012	Consultant interviews
February, 2012	Select consultant
March 1, 2012	Request contract approval from RTC
March 2012	Finalize contract
April 14-30*, 2012	Conduct On-Board Transit Ridership Survey
May 21, 2012	Administrative Report due
June 25, 2012	Draft Report due
July 18, 2012	Final Report due
August 2, 2012	Presentation to RTC Board
August 24, 2012	Presentation to Santa Cruz /METRO Board

**Work with Santa Cruz METRO to identify specific days to conduct survey. Surveys will not be conducted on April 20th. Tuesday, Wednesday, Thursday are the preferred days to conduct surveys.*

Exhibit B

On-Board Transit Study Data Needs

Data Need	Potential Survey Responses, Description, and/or Justification
Regional Travel Demand Model Data Needs (RTDM) Data Needs (Data may also support other transit planning efforts)	
1 Bus Route	Santa Cruz METRO identified Route # for tracking purpose
2 Time data collected	Time of day to identify am, mid-day, peak, or night trips
3 Date data collected	Date to identify weekend, weekday and season
4 Number of boardings	Counts at each stop to obtain percent sample size and for transit assignment validation
5 Number of alightings	Counts at each stop to obtain percent sample size and for transit assignment validation
6 Trip Origin: Address, city, zip or closest intersection	Geographic coordinates to calculate trip distance which assists in calibrate mode choice and trip assignment
7 Trip Destination: Address, city, zip or closest intersection	Geographic coordinates to calculate trip distance which assists in calibrate mode choice and trip assignment
8 Transit Embark Stop: Location or number	Geographic coordinates and direction (outbound or inbound) to calibrate mode choice
9 Transit Alighting Stop: Location or number	Geographic coordinates and direction (outbound or inbound) to calibrate mode choice
10 Mode used to access transit	<i>walk, drive, bicycle, dropped-off, shared ride, bus, other</i> to calibrate mode choice (if bus return ask for previous mode to access transit)
11 Mode used to access destination	<i>walk, drive, bicycle, dropped-off, shared ride, bus, other</i> to calibrate mode choice (if bus return ask for previous mode to access transit)
12 Age	Exact age or <16, 16-24, 25-44, 45-64, 65+ to calibrate trip generation and mode choice
13 Household size	1,2,3,4+ to calibrate trip generation
14 Household income	\$15,000 or less; \$15,000-\$24,999; \$25,000-\$34,999; \$35,000-\$59,999; \$60,000-\$95,999; \$95,000 or more to calibrate trip generation
15a Auto availability: Do you own a vehicle?	Yes, No to calibrate mode choice and trip generation
15b Auto availability: Do you have access to a vehicle?	Yes, No to calibrate mode choice and trip generation
16 Education	12 grade or less, high school graduate, some college credit, associate or technic school degree, bachelor's or undergraduate degree, graduate degree, other to calibrate trip generation
17 Trip Purpose: Where did you come from on this trip?	Home, Work, School, Shopping, Visiting friends/family, Medical Appointment, Leisure/Entertainment, Household Errands, Personal Business, Other (fill in) for calibration of trip generation and trip distribution
17b Trip Purpose: Where are you going on this trip?	Home, Work, School, Shopping, Visiting friends/family, Medical Appointment, Leisure/Entertainment, Household Errands, Personal Business, Other (fill in) for calibration of trip generation and trip distribution
Limited English Proficiency (LEP) Data Needs	
18 Preferred Language	English or Spanish
19 What prevents you from using service, if language other than english	Infrequent service, financial resources, language assistance, call stops are only in English, Schedule/Route information is unavailable, Insufficient bus stops, no translation service
Transit Planning (TP) Data Needs	
20 Observed time of departure	To calculate actual travel time for scheduling and performance

Exhibit B

On-Board Transit Study Data Needs

21	Observed time of arrival	To calculate actual travel time for scheduling and performance
24	What changes would you suggest for METRO to improve its transit services and make it work better for you?	Increase service frequency, run holiday service, better customer service, expanded route coverage, lower fares, cleaner buses, more friendly drivers

APPENDIX B. LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the twelve months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

RTC's Commissioners, as of January 2012, include:

Rich Krumholz
Lynn Robinson
Randy Johnson
Dene Bustichi
Kirby Nicol
Ellen Pirie
John Leopold

Don Lane
Greg Caput
Donald Hagen
Mark Stone
Eduardo Montesino
Neal Coonerty

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any RTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any RTC commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude RTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

Date

(signature of authorized official)

(type or write appropriate name, title)

APPENDIX C
Certification of Restrictions on Lobbying

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

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

This certification is a material representation of fact upon which reliance is 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.

Executed this _____ day of _____, 2010.

By _____
(signature of authorized official)

(title of authorized official)

APPENDIX D

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to RTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact RTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
Lower Tier Covered Transaction**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(signature of authorized official)

(type/print name and title)

APPENDIX E

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: On-Board Transit Ridership Survey for Santa Cruz County Regional Transportation Commission as specified in Attachment E-1: Scope of Work, which by this reference is incorporated herein.
2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COMMISSION agrees to pay CONTRACTOR as follows:
 - A. Total payment is not to exceed _____ at the rates and conditions set forth in Attachment E-2: Fee Schedule, which by this reference is incorporated herein. This sum includes payment for taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, materials and supplies.
 - B. CONTRACTOR's services will be billed upon satisfactory completion of the deliverables by task described in Appendix A, in the amounts specified in Attachment E-2, and payment will be made within thirty (30) days of receipt of an acceptable invoice, approved by Project Manager. Invoice will describe the work performed, the hours worked by task, the payment requested, and the total amount previously paid under the Agreement. All invoices must be made in writing and delivered or mailed to the Project Manager at RTC.
3. **TERM.** The term of this contract shall be: _____ through _____.
4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

INDEMNIFICATION FOR DAMAGES, TAXES, AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property which arise out of, pertain to, or relate to CONTRACTOR'S negligence, recklessness, or

willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COMMISSION both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.
- 2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____ / ____.
- 3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COMMISSION ____ / ____.

B. Other Insurance Provisions

1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Commission."

3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060**

4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060**

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees to the following:

The CONTRACTOR shall not on the grounds of race, color, gender, religion, national origin, ancestry, physical or mental disability, medical condition, marital status,

sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State and local laws. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. Consultant shall comply fully with all federal, State and local laws and regulations which prohibit discrimination.

In the event of CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders, RTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with RTC.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

A. This solicitation is subject to Title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the California Department of Transportation, hereafter called Department, achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with Federal Funds. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. As required by federal law, the Department has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts. As of this date (November 1, 2010), the Department's Race Neutral DBE Program applies to FHWA Partnership Planning administered by the California Department of Transportation. Although contracts using these funds will not have goals for DBE participation, the CONTRACTOR must still complete the form provided in Attachment E-3 even if there is no DBE participation. See Attachment E-4 for additional information about DBEs. Failure by CONTRACTOR to carry out DBE requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. HARASSMENT. The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

10. FEDERAL GRANT REQUIREMENTS. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on COMMISSION as a recipient of federal funds are imposed on CONTRACTOR.

11. RESTRICTIONS ON LOBBYING. In agreements over \$100,000, CONTRACTOR is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (A copy of the required certificate is included as Attachment E-5.)

12. DEBARMENT. In contracts over \$25,000, CONTRACTOR is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included as Attachment E-6)

13. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an

independent contractor relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

14. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COMMISSION.

15. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

16. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the COMMISSION, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement. RTC officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of Consultant or its subcontractors relating to this Agreement.

17. WORK PRODUCTS. All material, data, information, and written, graphic or other work produced under this agreement is subject to the unqualified and unconditional right of the SCCRTC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the RTC is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the SCCRTC as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

18. DRUG-FREE WORKPLACE. CONTRACTOR shall comply with the provisions of Government Code § 8350 et seq., the Drug-Free Workplace Certification requirement and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.

19. ATTACHMENTS. This Agreement includes the following attachments that are incorporated into and made a part of this Agreement by this reference:

- Attachment E-1:** Scope of Work
- Attachment E-2:** Project Payment Schedule
- Attachment E-3:** Local Agency Proposer DBE Information
- Attachment E-4:** Notice to Proposers DBE Information

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

**3. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION**

By: _____
SIGNED

PRINTED

By: _____
SIGNED

PRINTED

Company Name: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

2. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

Administrative Services Officer

COMMISSION Counsel

DISTRIBUTION:

- *RTC Fiscal & Project Manager*
- *Contractor*

ATTACHMENT E-1

SCOPE of WORK

[PLACEHOLDER]

ATTACHMENT E-2

PROJECT PAYMENT SCHEDULE

<u>Task #</u>	<u>Work Performed/Deliverables (#)</u>	<u>Completion Date</u>	<u>Amount Due</u>

Attachment E-3

Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT (\$): _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Contact Award: _____

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name _____ Signature _____ Date _____

Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation

\$ _____

_____ %

For Caltrans Review:

Print Name _____ Signature _____ Date _____

Caltrans District Local Assistance Engineer

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Proposer DBE Information (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)****SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," to determine how to count the participation of DBE firms.

The form must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing.

ATTACHMENT E-4

NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Proposers are advised that, as required by federal law, the State has established a statewide overall DBE goal. The California Department of Transportation is required to report to FHWA on DBE participation for all Federal-aid contract each year so attainment efforts may be evaluated. The Agency has not established a DBE goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Agreement” also means “Contract.”
- Department also means ‘Department of Transportation’ or ‘Caltrans’
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

A “Local Agency Proposer DBE Information (Consultant Contract)” form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The California Unified Certification Program (CUCP) database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans' Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

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

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.