



REQUEST FOR PROPOSALS (RFP)

Issue Date: April 11, 2016

Closing Date: May 12, 2016, 4:00 p.m.

The Santa Cruz County Regional Transportation Commission (RTC) invites your firm to submit a proposal to support the development of the User Oriented Transit Planning Project. This project will test the effectiveness of individualized marketing on encouraging solo-drivers to switch to public transit, bicycling, walking, and carpooling in Santa Cruz County. RTC is seeking consultant services to advise RTC on the project methodology including market segmentation, outreach strategies, survey design and customer resource management. The qualified consult or consultant team will also be responsible for analyzing the project results including participation rates, data collected from project surveys, and resource requirements. Responses should be submitted in accordance with the instructions set forth in this RFP.

RFP, Requests for Clarification or Exceptions, Addenda

This letter, along with its enclosures, comprises the Request for Proposals (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/>). It is the sole responsibility of the respondent to check the website for addenda to the RFP documents.

Any requests for clarification or exceptions to RFP requirements must be received by RTC no later than 4:00 p.m. on Wednesday, April 27 to guarantee response. Responses to questions concerning this RFP posed before this deadline will be provided to firms who participated in the proposers' conference or submitted questions, and will be posted on the RTC website.

Proposal Due Date

Interested firms must submit copies of the proposal as described under *Proposal Format* **no later than 4:00 p.m. Pacific Standard Time, Thursday, May 12, 2016**. 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, Contract Manager
Santa Cruz County Regional Transportation Commission
1523 Pacific Ave., Santa Cruz, CA 95060
831-460-3200 ~ gblakeslee@scrtc.org

Email inquiries relating to this Request for Proposals (RFP) should include "RFP-User Oriented Transit Planning Project" in the subject header. Information obtained from other sources is not official and should not be relied upon for completion of the RFP.

Project Background

The Santa Cruz County Regional Transportation Commission (RTC) serves as the Regional Transportation Planning Agency for Santa Cruz County including the City of Capitola, City of Santa Cruz, City of Scotts Valley, City of Watsonville, and County of Santa Cruz unincorporated area. The RTC prepares the Regional Transportation Plan (RTP), which serves as the long range transportation plan for the region. The 2014 RTP focuses on sustainable transportation goals, targets, and policies.

The 2014 RTP includes individualized marketing program as a strategy to increase the number of public transit, bicycling, walking and carpool trips, and reduce vehicle miles traveled and greenhouse gases. Individualized marketing of transportation choices is a transportation demand management program implemented by a number of transportation agencies in the United States, Australia, and Europe. Individualized marketing is documented as an effective strategy for shifting trips from solo-driving to trips made by public transit, bicycling, walking and carpooling. The Santa Cruz County Regional Transportation Commission (RTC) was awarded a Federal Highway Administration Transit Planning for Sustainable Communities grant from the California Department of Transportation (Caltrans) to conduct a User Oriented Transit Planning Project to test individualized marketing of transportation choices in Santa Cruz County, with a special emphasis on attracting new transit riders.

Project Description

The User Oriented Transit Planning Project will apply individualized marketing to transportation planning and identify people who are interested in making changes in their travel behavior. Interested individuals will be provided with customized information about their travel choices and encouraged to make a change from solo-driving to transit, bicycling, walking, or carpooling. The project will employ best practices from across the nation unique to individualized marketing techniques to positively impact travel behavior, incorporate best practices from similar projects successful in the United States and Europe, and include guidance from Federal Transit Administration's Individualized Marketing Project Demonstration Program.

The result will be a toolkit that can be used to implement such programs in Santa Cruz County and replicate the program in other California communities seeking to meet their SB 375 greenhouse gas and vehicle miles traveled reduction targets.

This RFP is intended to solicit proposals from interested consultants to support development of the User Oriented Transit Planning Project. RTC is seeking consultant services to advise RTC on the project methodology including market segmentation, outreach strategies, survey design and customer resource management to support development. The selected consultant or consultant team will also be responsible for analyzing the project results including participation rates, data collected from project surveys, and resource requirements. The result of the coordinated effort between the qualified consultant and RTC staff will be a User Oriented Transit Planning Project designed to meet or exceed industry standards and an objective analysis of project effectiveness based on accepted performance measures for transportation demand management projects.

Minimum Qualifications

The selected consultant can be a firm, a consortium of firms or an individual, but must demonstrate to RTC the following professional qualifications:

- Experience with developing individualized marketing programs on a scale to smaller communities like Santa Cruz County.
- Experience with developing transportation marketing campaigns.
- Experience with evaluating effectiveness of transportation demand management programs.
- Ability to develop customer management systems appropriate for transportation demand management programs.
- Experience with analysis of transportation demand projects and accepted performance measures.

Scope of Work, Budget, and Schedule

A scope of services detailing the tasks associated with this consulting effort is included in this RFP as *Attachment A*. The final deliverables will be a comparison between the User Oriented Transit Planning Project for Santa Cruz County project design and other successful individualized marketing projects focused on transportation change, identification of revisions to the methodology to improve effectiveness and ensure consistency with industry standards, and an analysis of project effectiveness based on adopted performance measures. Areas for review include the project methodology, survey design, participant management and activity tracking, and performance measures.

The budgeted amount available for this consulting agreement is twenty thousand dollars (\$20,000). The contract payment terms will be a firm fixed price with payment made on the basis of receipt and acceptance of satisfactory deliverables. The project is expected to begin on June 1, 2016 and to end on May 30, 2017. The project schedule can be found in *Attachment A-1*.

Proposers' Conference

A proposers' conference will be held on Friday, April 22, 2016 at 10:00 a.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 Tuesday, April 19, 2016 at 4:00 p.m. Please indicate whether you plan to attend in person or by phone. Responses to questions raised at the Pre-Proposal Conference will be posted on the RTC website by April 29, 2016.

Proposal Format

Interested firms must submit one (1) unbound reproducible original and three (3) paper copies, as well as (1) one electronic PDF version and (1) one electronic Word/Excel version of their proposal. 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 or covers for proposals. 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. Signed Transmittal Letter: Proposals must include 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 who will be authorized to respond to questions regarding the proposal. The transmittal letter should include 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. The transmittal letter must indicate the name of the organization submitting the proposal; whether the proposing entity is a partnership, corporation, company or joint venture.
2. Work Plan: Describe the firm's proposed approach to deliver items identified in the Scope of Services in detail, including an explanation of how the firm proposes to accomplish each task and deliverables outlined in the RFP.
3. Schedule: Include a project schedule, identifying major project milestones and key dates.
4. Cost Proposal: In a sealed envelope, include a cost proposal that outlines the budget for each task by staff person and related deliverables as outlined in Attachment A: Scope of Services. The cost proposal shall include all costs to RTC, including hourly rates, burden rate and any other costs, broken down by personnel and type of activity. A reference to the labor and direct cost information that should be included in the cost proposal is provided as Attachment F to this RFP.
5. Firm Qualifications: Provide 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.
6. Project Team/Organization Chart/Staffing Plan: Identify a consultant project manager and project team that are capable of handling this project. This may

include a team of various firms and/or consultants, with the prime consultant or team leader clearly identified. Include an organizational chart of the names of personnel, including partners, lead and technical staff proposed to provide services for this contract. This should include the role of each person working on this project. Clearly indicate the senior individual who will act as the supervisor/project manager responsible for the delivery of services. Also include a one-page chart of any sub-consultants, including identification of any Disadvantaged Business Enterprises (DBE) firms, and their relevant expertise. Key team members and subconsultants cannot be changed for the duration of the project without prior approval by the RTC Contract Manager. Personnel resumes, while not required, may be included with the staff plan or as an Attachment to the proposal. Include information regarding the firm size, number of years of experience, and number of staff available to work on this project.

7. Qualifications and Relevant Experience: Describe work performed on relevant, recent projects by the firm, lead staff person and technical staff proposed for this project, including for each member of the project team their areas of expertise, relevant experience, and the length of their work experience. Include a description of the project team's familiarity with designing and implementing individualized marketing programs and transportation marketing programs. Descriptions of relevant projects should be no longer than two paragraphs per project and identify the client, client contact information, purpose, year of completion, total project budget, and the names of consultant staff included in this Proposal who worked on each project.
8. Federally/State-funded Transportation Project Experience: The consultant must be able to meet requirements for contracts using state and federal transportation funds. Provide a summary (no more than one page) of the proposed team's experience with projects funded with federal and state transportation revenues.
9. Management Approach: Describe how the Proposer intends to provide and manage the resources necessary to deliver this public project in accordance with the project budget and schedule. Indicate how the firm will apply its management techniques and resources to achieve project delivery goals, and provide quality control. Also describe your current workload and include information on the firm's approach to managing projects of several different clients at once.
10. References: Provide a list of at least three (3) past clients who can attest to the consultant's experience 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 Attachment.
11. Additional Information: Additional 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 Attachment section. This Attachment should be relevant and a maximum of (2) pages and could include web links to relevant information.
12. 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.

13. Required Forms: Proposal must include the following completed forms:

- Consultant Contract DBE Information – Attachment B (*Exhibit 10-O2 LAPM*)
- Certification of Consultant, Commissions & Fees – Attachment C (*Exhibit 10-F of LAPM*)
- California Levine Act Statement” regarding conflict of interest – Attachment D

Proposal Evaluation

An evaluation committee comprised of RTC staff and other individuals that the RTC deems appropriate will review each proposal for completeness and content. The evaluation committee will analyze responses based on the needs described in the RFP and the Scope of Services, including relevant services and qualifications. The evaluation committee will review and rank the proposals and may conduct interviews. 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.

Responsive proposals will be evaluated as follows:

- **METHOD, Up to 15 POINTS:** Proposed method to fulfill the project description, meet the project objectives and accomplish the work in *Attachment A, Scope of Services* including, where appropriate, demonstrated capability to apply innovative techniques and methods, and capacity to perform the work within budget and time limitations.
- **TECHNICAL ABILITY, Up to 15 POINTS:** Technical ability to fulfill the project description, meet the project objectives and accomplish the work in *Attachment A, Scope of Services*.
- **EXPERIENCE, Up to 25 POINTS:** Specialized experience with similar kinds of work, including experience with individual marketing programs, transportation marketing and transportation demand management programs, and past record of performance on contracts with RTC, public agencies, and with private industry such as control of costs, quality of work, and ability to meet schedules
- **QUALIFICATIONS, Up to 20 POINTS:** Quality of personnel proposed to provide services to the RTC for this contract, including experience and qualifications of the project manager, partners, technical staff, and other key staff in projects similar to the Scope of Services of this RFP. Appropriateness of proposed team structure, coordination, communication flow, and location of key personnel.

- **COST, UP to 15 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.
- **COMMUNICATIONS, 10 POINTS:** Clarity, structure, and readability of the proposal and all submitted materials. Ability to communicate and present information clearly.

Consultant Selection

Following review of proposals, the evaluation committee may recommend award to a particular proposer or may establish a list of specific respondents for further discussion and interviews in order to make a final selection leading to negotiations for a contract for provision of professional services. It is expected that key staff proposed to work on the project will attend interviews conducted as part of the selection process.

References may be checked for consultants who submit a proposal and who accept the invitation to interview from RTC staff. Evaluation scoring will be updated to consider information gathered from reference check and interview, if applicable. The RTC Contract 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.

Selection Timetable

Request for Proposals

- Issue to Consultants April 11, 2016

Consultant Proposals

- Proposer’s Conference April 22, 2016, 10:00am
- Request Clarification or Exceptions to RFP April 27, 2016, 4:00 p.m.
- RTC Post Response to Comments April 29, 2016
- Proposals due May 12, 2016, 4:00 p.m.
- Consultants notified May 17, 2016
- Interviews May 20, 2016
- Award contract May 20, 2016

Consultant Contract

- Contract Initiated June 1, 2016

See *Attachment A-1* for project schedule.

Authority to Commit RTC: Based on the findings of the evaluation committee, the RTC Contract Manager may recommend that one or more consultants be selected to perform the work. The contract will be awarded to the firm that presents the Proposal that in the opinion of the RTC is the most advantageous to the RTC based on the evaluation criteria. The Executive Director is authorized to enter into an agreement with the selected consultant. The RTC may accept or reject any and all proposals and waive any and all formalities and irregularities at any stage of the evaluation as it may deem to be in the best interest of the RTC.

Selection Disputes

Respondents not selected for interview or contract award will be informed by mail and/or email. Upon request, the RTC will offer a debriefing to respondents who were not selected, at a mutually agreeable time after award of the contract.

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. Any objection must be submitted in writing to the RTC Contract Manager and must include an explanation of the basis for the objection:

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 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 Contract Manager will respond to the objection in writing within (30) days. 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 Contract Manager. The proposer may appeal the decision of the RTC Contract Manager by filing a written appeal with the RTC Executive Director, no less than three (3) working days after receipt of the written response from the RTC Contract Manager. The Executive Director's decision will be final.

General Conditions

Respondent's Proposal Preparation Expenses: Respondents are solely responsible for their own expenses in preparing and submitting a response to this RFP as well as for subsequent interviews and contract negotiations with the RTC.

The RTC will not be liable to any respondent for any costs or damages incurred by the respondent in preparing the RFP response, loss of anticipated profit, or for any other claim.

Ownership of RFP Responses: All documents, including specific RFP responses, submitted to the RTC become the property of the RTC. 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 subject 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.

Collection and Use of Personal Information: Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable for the collection and dissemination of personal information, including resumes and other personal information concerning respondent employees and employees of any proposed subconsultants.

Acceptance of RFP Responses: This RFP is not an agreement to purchase or contract for services. The RTC reserves the right, in its sole discretion, not to enter into a contract as a result of this RFP. All responses will be assessed in light of the needs described in this RFP, including the Scope of Services. The RTC is under no obligation to receive further information, written or oral, from any respondent. Any award will be to the consultant(s) whose Proposal is, in the sole judgment of the RTC board, most advantageous to RTC.

Changes to Proposals Prior to Closing Date: Any proposals received prior to the due date and time specified above may be modified by written request of the proposer. Any modification must be received by the proposal due date and time specified in this RFP. After that date, no additional wording or comments will be added to the response unless requested by the RTC for purposes of clarification.

Modification of RFP Terms: The RTC reserves the right to modify the terms of this RFP at any time, and may cancel this RFP or further review of responses at any time without entering into a contract. It is the sole responsibility of prospective and actual respondent to check for modifications of and additional information pertaining to the RFP on the RTC website:
<http://www.sccrtc.org/about/opportunities/rfp/>.

Notification of Further RFP Respondent Review and Interview Not Binding: A respondent may withdraw from consideration at any time by notifying the RTC in writing, by phone or by email. The RTC may, at its sole discretion, withdraw the name of a respondent for further review by notifying the respondent in writing, by phone or by email. Notice in writing, by email or by phone to a respondent that it has been identified as a candidate for further review and an interview will neither constitute a contract, nor give the respondent any legal or equitable rights or privileges relative to this RFP.

Contract: Any contract proposed with a selected respondent shall comply with all public contracting statutes applicable in the State of California. For your reference, a sample agreement is enclosed as Attachment E. If mutual agreeable terms are not reached, the RTC reserves the right to terminate negotiations and negotiate with the next highest ranked firm. RTC further reserves the right to terminate negotiations at any point without obligation to contract for services with any firm. 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.

Past and future contracts: Firms that have participated in past studies or other activities associated with the transportation impact analysis and transportation planning are not precluded from submitting proposals for this study. The RTC may circulate a future proposal requests to continue development and maintenance of a countywide transportation model. The firm selected to conduct the work for the countywide transportation model under this RFP, will not be precluded from participating in future projects and RFPs that may be needed. In light of this, best faith efforts must be used by the contracted consultant to prepare modeling tools that are comprehensive, functional, and transparent.

Non-discrimination & Disadvantaged Business Enterprise (DBE)

Participation: It is the policy of the RTC to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which firms can compete fairly for contracts and subcontracts relating to the RTC's construction, procurement and professional services activities. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability, or sex in the performance of this contract. This applies to all consultant's and subconsultant's employment, solicitations, selection of subconsultants and procurement of materials. As a recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), the RTC is also committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for contracts in accordance with federal regulations. 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."

The Caltrans' Race Neutral DBE Program applies to this contract. While there are no contract specific goals for DBE participation on this contract, the RTC strongly encourages the participation of Disadvantaged Business Enterprises (DBEs). Where subcontracting opportunities exist, consultants should utilize the Caltrans DBE Database to find certified DBEs to consider for their team:

http://www.dot.ca.gov/hq/bep/find_certified.htm. For more information on the Caltrans Disadvantaged Business Enterprise Program visit www.dot.ca.gov/hq/bep which includes the Caltrans DBE Business Outreach Plan providing advice to contractors on involving DBEs.

In order to ascertain whether RTC and statewide overall DBE goals are being achieved, Caltrans tracks DBE participation on all Federal-aid contracts. The selected consultant will be required to complete DBE reporting forms, including the form provided in Attachment B1 even if there is no DBE participation. See Attachment B 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.

Financial Management and Accounting System Requirements: Contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Enclosed with this Request for Proposals:

<i>Attachment A</i>	Scope of Services
<i>Attachment A-1</i>	Project Schedule
<i>Attachment B</i>	Notice to Proposer DBE Information (<i>Exhibit 10-I LAPM</i>)
<i>*Attachment B1:</i>	Proposer DBE Information (<i>Exhibit 10-O2 LAPM</i>)
<i>*Attachment C</i>	Certification of Consultant
<i>*Attachment D</i>	Levine Act Statement
<i>Attachment E</i>	Sample RTC Contract**
<i>*Attachment F</i>	Sample Cost Proposals

*Submit with proposal

**The final contract language is subject to change and will include additional attachments, such as exhibits required for state/federally funded contracts identified in the Caltrans Local Assistance Procedures Manual (LAPM) and Master Fund Transfer Agreement. These may include, but are not limited to:

- Nonlobbying Certification for Federal-aid Contracts (Exhibit 10-P, LAPM)
- Disclosure of Lobbying Activities, Standard Form – LLL and Instructions (Exhibit 10-Q, LAPM)
- Debarment and Suspension Certification (Exhibit 12-B, LAPM)
- Notice for Subcontractor/DBE Participation (Exhibit 10-J, LAPM)
- Standard Agreement for Subcontractor/DBE Participation (Exhibit 10-J, LAPM)
- Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultant (Exhibit 17-F, LAPM)
- Documentation of DBE Good Faith Effort

ATTACHMENT A

User Oriented Transit Planning Project Consultant Scope of Work: Project Methodology & Analysis

A. Project Description

The User Oriented Transit Planning Project will apply individualized marketing to transportation planning and identify people who are interested in making changes in their travel behavior. Interested individuals will be provided with customized information about their travel choices and encouraged to make a change from solo-driving to transit, bicycling, walking, or carpooling. The project will employ best practices from across the nation unique to individualized marketing techniques to positively impact travel behavior, incorporate best practices from similar projects successful in the United States and Europe, and include guidance from Federal Transit Administration's Individualized Marketing Project Demonstration Program. The specific aspects of project design reflects existing transportation demand management resources; and, reflects a localized approach to influencing transportation mode choice and getting transit, active transportation and carpooling resources and information in the hands of residents. The result will be a toolkit that can be used to implement such programs in Santa Cruz County and replicate the program in other California communities seeking to meet their SB 375 greenhouse gas and vehicle miles traveled reduction targets.

B. Project Objectives

The User Oriented Transit Planning Project is designed to:

1. Identify population most likely to switch to transit.
2. Test marketing techniques and develop tools for increasing the use of alternative modes in Santa Cruz County, especially transit.
3. Increase the number of new transit riders.
4. Advance regional mode split goals to reduce single occupancy vehicle travel.

C. Scope of Consultant Services

RTC is seeking consultant services to advise RTC on the project methodology including market segmentation, outreach strategies, survey design and customer resource management. The qualified consult or consultant team will also be responsible for analyzing the project results including participation rates, data collected from project surveys, and resource requirements. The result of the coordinated effort between the qualified consultant and RTC staff will be a User Oriented Transit Planning Project designed to meet or exceed industry standards and an objective analysis of project effectiveness based on accepted performance measures for transportation demand management projects.

The products to be delivered by the consultant are intended to result in a program that is best suited to serve Santa Cruz County's residents and similar future efforts, and to reflect the current and best industry standards for survey design, procedures and analysis applicable to individualized marketing of transportation choices. The consultant is required to be objective in their analysis and not to propose tasks that only the selected consultant can deliver.

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 Attachment A-1.

Task 1: Methodology

The Consultant shall conduct a thorough review of the overall project methodology including identification of locations for pilot testing, market segmentation, intervention, data collection and performance measurement.

Deliverable 1: Description of proposed revisions to methodology, if any, to ensure best practices for effective individualized marketing are applied, and the standards for measuring effectiveness of transportation demand management programs are implemented to the greatest extent possible.

Deliverable 2: Description of how the User Oriented Transit Planning Project methodology compares to industry standards for similar projects.

Task 2: Survey Design

The Consultant shall review the before and after survey designs and distribution to ensure effective participation, data collection, tracking of performance measures. Consultant shall review survey design and distribution for the purposes of obtaining a statistically significant sample and survey results with a low confidence interval.

Deliverable 3: Identification of best practices and requirements for survey design and recommended revisions to the project survey, if any, to ensure best practices for obtaining marketing research survey and collecting data for measuring effectiveness of transportation demand management programs are implemented.

Deliverable 4: Description of how to conduct project survey's to obtain a statistically significant sample and survey results with a low level of confidence.

Task 3: Participant Management & Activity Tracking

The Consultant shall review the proposed system for managing contacts with participant and activity tracking. Consultant shall compare the proposed methods to known effective customer management relationship techniques. Consultant shall

consider how the proposed participant management and activity tracking could be integrated into ongoing transportation demand management programs.

Deliverable 5: Description of system for managing participant contacts consistent with industry standards. Suggested revision to customer management to ensure complete, accurate, and reliable contacts, and to ensure best practices for managing customer relationships are implemented during the project.

Deliverable 6: Description of how customer relationship management could be integrated in to ongoing transportation demand management programs and additional features, if any.

Task 4: Performance Measures

The Consultant shall review the project outcomes and outputs.

Deliverable 7: Recommend measures of effectiveness that may be appropriate for demonstrating project performance. Identify constraints, if any, with identified performance measures.

Deliverable 8: Recommended revisions to data collection, if appropriate, to support reporting of identified performance measures.

Task 5: Analysis

The Consultant shall analyze the project's effectiveness using identified program outputs and outcomes and comparison to similar programs. This involves compiling information about program participation, outreach information, the before and after survey, examining survey responses from the target population, analyzing data, and calculating outcomes using adopted performance measures.

Deliverable 9: A draft document compiling all data including program participation and survey data, with the exception of information obtain in After Project Survey #2, which is designed to obtain information about travel behavior, attitudes and awareness six months after intervention.

Deliverable 10: A draft summary describing observations, findings and trends from review of the data compiled in Deliverable 9.

Deliverable 11: A draft summary of how the project performance compares to similar programs.

Deliverable 12: A final of Deliverable 9, 10 & 11 that responds to staff and stakeholder comments.

Deliverable 13: A draft document compiling data obtained from After Project Survey #2 and describing observations, findings and trends from review of data in After Project #2 when compared with Deliverable 12.

Deliverable 14: A final of Deliverable 13 that responds to staff and stakeholder comments.

ATTACHMENT A-1

Project Schedule

RTC is seeking a consultant to perform the services described in this scope of work for a period of one year months ending on June 1, 2017.

April 11 , 2016	Release RFP
April 22, 2016	Conduct Proposers' Conference, Santa Cruz, CA 10:00 pm PST (participation by phone and in person)
May 12, 2016	Proposals due, 4:00 p.m., Pacific Standard Time
May 20, 2011	Select consultant
June 1, 2016	Finalize contract
June 1-June 28, 2016	Submit Deliverables 1-8
January 13, 2017	Submit Deliverables 9-11
February 3, 2017	Submit Deliverable 12
April 24, 2017	Submit Deliverable 13
May 15, 2017	Submit Deliverable 14

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Attachment B: Notice to Proposers DBE Information

Exhibit 10-1 of Caltrans Local Assistance Procedures Manual (LAPM)

The Santa Cruz County Regional Transportation Commission (SCCRTC) has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

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, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- 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 Contracts 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 Consultant must 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 must 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

Exhibit 10-02 Consultant Contract DBE Information must be included with the Request for Proposal. 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 consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. 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.
- E. 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.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. **RESOURCES**

- A. The 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.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at:
<http://www.dot.ca.gov/hq/bep/>.
1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 2. Click on Search for a DBE Firm link;
 3. 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.

6. **MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- 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 Contract 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 Contract 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.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ _____	_____ %
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____	15. Preparer's Signature _____	
Caltrans to Complete this Section		16. Preparer's Name (Print) _____	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		17. Preparer's Title _____	
28. DLAE Name (Print) _____	29. DLAE Signature _____	18. Date _____	19. (Area Code) Tel. No. _____

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

Attachment C: Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement and is subject to applicable state and federal laws, both criminal and civil.

Date

(signature of authorized official)

(type or write appropriate name, title)

Attachment D: 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 2016, include:

Cynthia Chase
Greg Caput
Ryan Coonerty
Jimmy Dutra
Zach Friend
Randy Johnson

Don Lane
John Leopold
Bruce McPherson
Karena Cervantes
Dennis Norton
Ed Botorff

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)

Attachment E
Sample Contract

Contract No. _____
INDEPENDENT CONSULTANT AGREEMENT

THIS CONTRACT made and entered into this _____ day of _____ by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and (*Company name*), hereinafter called CONSULTANT for (*services/project name*). The parties agree as follows:

1. DUTIES.

- A. CONSULTANT agrees to exercise special skill to accomplish the following results: (*services/project name and location-if applicable*), as specified in Exhibit A: Scope of Services, which by this reference is incorporated herein.
- B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.
- | <u>Name</u> | <u>Firm</u> | <u>Function</u> |
|-------------|-------------|---------------------|
| | | Principal in Charge |
| | | Project Manager |
- C. No person named in paragraph B of this Section, or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of COMMISSION. Such consent shall not be unreasonably withheld.
- D. CONSULTANT'S PROGRESS REPORTS AND/OR MEETINGS
- 1) The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
 - 2) The CONSULTANT's Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the contract.

2. COMPENSATION. (*Fed grants: See LAPM Exhibit 10-H re: Method of Payment*)

In consideration for CONSULTANT accomplishing work to be performed under this contract (as described in Scope of Work) and the approved CONSULTANT's Fee Schedule dated (____). The CONSULTANT's Fee Schedule is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Scope of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COMMISSION. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COMMISSION.

- B. Progress payments may be made monthly in arrears based on satisfactory services provided and the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, COMMISSION shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 4 of this Agreement. Consultant shall not exceed milestone cost estimates as shown in Exhibit B, except with prior written approval of the Contract Manager.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by COMMISSION and notification to proceed has been issued by COMMISSION'S Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COMMISSION'S Contract Manager of itemized invoices. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing.
- E. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Fee Schedule and shall reference this contract number and project title. The invoices should include the following information:
1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
 2. Itemized expenses incurred during the billing period;
 3. Total invoice/payment requested;
 4. Total amount previously paid under this Agreement;
 5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
 6. Written progress reports.
- F. Transportation and subsistence expenses shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.
- G. Final invoice must contain the final cost and all credits due COMMISSION. The final invoice should be submitted within 60-calendar days after Contract Manager's acceptance of CONSULTANT's work.
- H. Invoices shall be mailed to COMMISSION's Contract Manager at the following address:
Grace Blakeslee, SCCRTC
1523 Pacific Ave, Santa Cruz, CA, 95060
- I. The total amount payable by COMMISSION shall not exceed \$_____.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.
- K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
3. **TERM**. This Agreement shall take effect on (DATE); contingent upon prior approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION'S Contract Manager. The Agreement shall end on (DATE),

unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION's board.

4. EARLY TERMINATION.

- A. COMMISSION reserves the right to terminate this Agreement upon giving CONSULTANT thirty-day (30-day) written notice thereof with the reasons for termination stated in the notice. Within thirty days of the COMMISSION's receipt of CONSULTANT's final billing, COMMISSION shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by COMMISSION to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against COMMISSION under this Agreement.
- B. CONSULTANT may terminate this Agreement by giving the COMMISSION at least one hundred and twenty (120) days advance written notice. CONSULTANT shall be liable for any and all reasonable costs incurred by COMMISSION as a result of such default, including but not limited to procurement costs of the same or similar services defaulted or not provided by CONSULTANT under this Agreement.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement 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 CONSULTANT'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 CONSULTANT and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COMMISSION.

6. SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COMMISSION Safety Officer and other COMMISSION representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the Santa Cruz Branch Rail Line.
- B. Areas within the limits of the project are open to public and private traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

7. **INSURANCE.** CONSULTANT, 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 CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage from each subconsultant equivalent to that required of CONSULTANT in this Agreement.

A. Types of Insurance and Minimum Limits

- 1) Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here _____.
- 2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'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 CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COMMISSION both certify to this fact by initialing here ____ / ____.
- 3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit (CSL), 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 one million dollars (\$1,000,000) combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT 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, CONSULTANT 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. CONSULTANT 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. The COMMISSION will not be responsible for any premiums or assessments on the policy.
- 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) CONSULTANT 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
- 5) The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the COMMISSION. In the event the CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the COMMISSION may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
- 6) If any insurance policy of CONSULTANT required by this document includes language conditioning the insurer’s legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.
- 6) CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured.
- 7) CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this Agreement by a subconsultant compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. **FEDERAL, STATE AND LOCAL LAWS.** CONSULTANT warrants that in the performance of this Agreement, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.

Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

9. **NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.** During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:
- A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.
 - B. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
 - C. 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 CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
 - D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
 - E. In addition, the CONSULTANT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COMMISSION Purchasing Division.

F. Consultant and its subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this section.

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

10. 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, CONSULTANTS, 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.

11. FEDERAL CERTIFICATIONS AND ASSURANCES

A. CONSULTANT and all subcontractors shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and the Moving Ahead For Progress in the 21st Century (MAP-21) act and its successors thereto. It may include but is not limited to:

- I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
- II. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
- III. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- IV. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- V. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

B. CONSULTANT shall also comply with "Certifications and Assurances for FTA Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in the *Federal Register* and found online at http://www.fta.dot.gov/grants/12825_93.html.

The 2013 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives
2. Standard Assurances
3. Intergovernmental Review Assurance
4. Suspension and Debarment Certification

5. U.S. OMB Assurances in SF-424B and SF-424D

12. RESTRICTIONS ON LOBBYING.

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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 federal 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; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. 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, US. 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.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

13. CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this contract, or any ensuing COMMISSION construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COMMISSION construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

14. DEBARMENT AND SUSPENSION CERTIFICATION.

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted,

convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COMMISSION.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

15. LICENSES. If a license of any kind is required of CONSULTANT, its employees, agents, or sub CONSULTANTs by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

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

PRINCIPAL TEST: The CONSULTANT 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) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT 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 CONSULTANT rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT 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) CONSULTANT and COMMISSION believe they are creating an independent CONSULTANT 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 CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.

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

17. COST PRINCIPLES

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual cost items.
- B. The CONSULTANT and subcontractors shall comply with federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., must be repaid by CONSULTANT to the COMMISSION.

18. RETENTION AND AUDIT OF RECORDS. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., if applicable and other matters connected with the performance of the contract pursuant to Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7; CONSULTANT, subconsultants, and the COMMISSION shall each maintain and make available for inspection all books, source documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.

All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever is later. The CONSULTANT shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, the Federal Government or any duly authorized representative of the state or federal government upon request. This includes access to any books, records, and documents that are pertinent to the fulfillment of this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Contractor and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

Subcontracts in excess of \$25,000 shall contain this provision.

19. INSPECTION OF WORK

The CONSULTANT and any subconsultant shall permit the COMMISSION, the state, and the FHWA or FTA if federal participating funds are used in this contract, to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

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

21. WORK PRODUCTS/OWNERSHIP OF DATA. All material, data, information, and written, graphic or other work produced under this Agreement is subject to the unqualified and unconditional right of the COMMISSION 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.

- A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.
- B. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- C. The COMMISSION may permit copyrighting reports or other contract products. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION 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. If copyrights are permitted, the agreement shall also provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

22. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COMMISSION's relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COMMISSION's actions on the same, except to COMMISSION's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

23. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

24. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COMMISSION. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

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

26. MODIFICATION OF AGREEMENT.

- A. This Agreement may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COMMISSION's Contract Manager.
- C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the approved Fee Schedule, which is a part of this Agreement without prior written approval by the COMMISSION's Contract Manager.

27. DISPUTES. This Agreement shall be construed under the laws of the State of California. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and shall comply with COMMISSION's instructions.

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be reviewed by a committee consisting of the COMMISSION's Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, the CONSULTANT may request review by the COMMISSION governing board of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

28. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this Agreement that is not disposed of by agreement, shall be reviewed by the COMMISSION'S Contract Manager.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION'S Executive Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be

considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

29. SUBCONTRACTING and NONASSIGNMENT

- A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION.
- B. Any substitution of subconsultants must be approved in writing by the COMMISSION'S Contract Manager prior to the start of work by the subconsultant.
- C. Prompt Progress Payment to Subconsultants:
A prime contractor or subcontractor shall pay to any subcontractor not later than 20-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 20-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- D. Prompt Payment of Withheld Funds to Subcontractors:
No subconsultant retainage will be held by the agency from progress payments due the prime CONSULTANT. Any retainage kept by the prime CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants. This clause shall be included in any subcontracts.
- E. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

This Agreement 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 "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.

While there is no specific DBE goal for this contract, the CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the award, administration and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-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 recipient deems appropriate.

The requirements of 49 CFR Part 26, Exhibit E-1 “Notice to Proposers DBE Information”, and Exhibit F-2 “Standard Agreement for Subconsultant/DBE Participation” shall apply to this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the COMMISSION deems appropriate.

31. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

32. NOTIFICATION. All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME), Project Manager

(ADDRESS)

COMMISSION:

Santa Cruz County Regional Transportation Commission (SCCRTC)
Ginger Dykaar, Contract Manager
1523 Pacific Ave, Santa Cruz, CA 95060

33. COMPLETE AGREEMENT

- A. AGREEMENT: The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.
- B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This Agreement includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition

of this Agreement shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONSULTANT's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver for any future performance of such term(s) or condition(s)

D. Attachments are:

- Exhibit A: Scope of Services
- Exhibit B: Fee Schedule
- Exhibit C: Nonlobbying Certification for Federal-aid Contracts (*Exhibit 10-P, LAPM*)
- Exhibit C-1: Disclosure of Lobbying Activities, Standard Form (*Exhibit 10-Q, LAPM*)
- Exhibit D: Debarment and Suspension Certification (*Exhibit 12-E, Attachment E, LAPM*)
- Exhibit E-1: Notice for SubCONSULTANT/DBE Participation (*Exhibit 10-J, LAPM*)
- Exhibit E-2: Standard Agreement for SubCONSULTANT/DBE Participation
- Exhibit E-3: Local Agency Proposer DBE Information
- Exhibit E-4: Local Agency Proposer UDBE Commitment
- Exhibit E-5: UDBE Information - Good Faith Efforts
- Exhibit F: Certification of Consultant, Commissions & Fees (*Exhibit 10-F, LAPM*)
- Exhibit G: Certification of Local Agency (*Exhibit 10-G, LAPM*)

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. _____ to be executed on the date first written above.

1. CONSULTANT

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

By: _____
SIGNED

PRINTED

By: _____
SIGNED

PRINTED

Company Name: _____
Address: _____
Telephone: () _____
Fax: () _____
Email: _____

3. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

Administrative Services Officer

COMMISSION Counsel

DISTRIBUTION:

- *RTC Fiscal & Contract Manager*
- *CONSULTANT*

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EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	_____	_____	\$ _____	\$ _____
(Sr Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Jr. Highway Engr)	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ _____
- b) Anticipated Salary Increases (see page 2 for sample) \$ _____
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ _____

FRINGE BENEFITS

- d) Fringe Benefits (Rate: _____%) e) **TOTAL FRINGE BENEFITS** [(c) x (d)] \$ _____

INDIRECT COSTS

- f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS** [(g) + (i)] \$ _____

FIXED FEE (Profit)

- n) (Rate: _____%) k) **TOTAL PROFIT** [(c) + (e) + (j)] x (q) \$ _____

OTHER DIRECT COSTS (ODC)

- l) Travel/Mileage Costs (supported by consultant actual costs) \$ _____
- m) Equipment Rental and Supplies (itemize) \$ _____
- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ _____
- o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ _____
- p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ _____

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ _____

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant _____ Contract No. _____ Date _____

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	/	5000	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation					=	\$257,871.10
Direct Labor Subtotal before escalation					=	\$250,000.00
Estimated total of Direct Labor Salary Increase					=	\$7,871.10

Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant _____ Contract No. _____ Date _____

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = _____

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0 %	
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	
Buddy Black - Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	
Land Surveyor *	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	\$00 - \$00

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)

Page 1 of 1

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Consultant _____ Contract No. _____ Date _____

Page ___ of ___

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	_____	_____	_____
Sub-professional/Technical*	_____	_____	_____
EQUIPMENT (with Operator)	_____	_____	_____
OTHER DIRECT COST			
Mobilization/De-mobilization			_____
Supplies/Consumables (Itemize)			_____
Travel/Mileage			_____
Report (if applicable)			_____
TOTAL COST PER UNIT OF WORK			_____

Notes:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include net fee/profit.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.