

Stanislaus Regional Transit Authority
(Authority)

REQUEST FOR PROPOSALS

NO. 2021-03

FOR

BRANDING AND MARKETING SERVICES

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**Stanislaus Regional Transit Authority
(Authority)**

REQUEST FOR PROPOSALS

NO. 2021-03

FOR

BRANDING PLAN AND MARKETING SERVICES

PART I

INSTRUCTIONS TO PROPOSERS

PART I – INSTRUCTIONS TO CONSULTANTS

The Stanislaus Regional Transit Authority (Authority) is the new transit system in Stanislaus County. The Authority provides fixed route, demand response, and ADA paratransit demand response transit services, providing approximately 3 million rides combined each year within the County and commuter services to points outside the County. The Authority's transit services do not have a name but will be branded through this project.

On January 26, 2021, Stanislaus County and the City of Modesto formed a joint powers agency to create the Stanislaus Regional Transit Authority to better provide transit services in the region.

The Authority formation resulted from a study conducted by the Stanislaus Council of Governments (StanCOG) which indicated that transit consolidation would result in substantial improvement in the overall efficiency and passenger usability of the transit service in the County. The services throughout the County (with the exception of the City of Turlock) will be fully integrated by the Authority through various actions including a consolidated vendor procurement. Other actions include a Regional Transit Study which will develop recommendations for fully integrating services. This branding study is a prime opportunity to refresh the identity and image of Authority to reflect the new direction of the Agency and improve public perception of the transit program.

Authority operates a mixed fleet of approximately 130 vehicles of different sizes, brands and types. This project is intended to include redesign of the graphic presentation of all vehicles in the fleet. In addition, all other street signage items including bus stop signs, shelters, and other amenities are also being rebranded.

Currently, the Authority markets and provides information through a website (www.stanrta.org), Facebook page, and printed materials. As part of the transition for the new Agency, a new website (www.stanrta.org) has been initially developed to provide a source of information for the Authority but needs substantial work to become a website as a source of transit information for riders and other interested parties to the operation.

Project Summary and Description

The new Stanislaus Regional Transit Authority seeks to establish a new identity for public transit in Stanislaus County. The formation of the Authority provides the basis for consolidating all of the services previously operated by the City of Modesto and Stanislaus County. The services will technically be consolidated July 1, 2021. However, at that time the Authority will assume operating responsibility for the services while leaving them much as they currently operate until the branding process establishes a new identity and a parallel Comprehensive Operational Analysis are completed. These two efforts will provide direction for the package of changes that will define transit for coming years.

It is the intent of this effort to not only upgrade Authority branding to reflect the new Agency's goals and change in leadership, but also to increase public awareness and image of Authority.

Overall project goals are to:

1. Create a fully integrated identity and brand for Stanislaus Regional Transit Authority
2. Enhance community and rider population awareness of services
3. Communicate the safety, comfort, and convenience of local transit.
4. Create awareness, relationships, and coordination with events, attractions, and key destinations throughout Stanislaus County
5. Design different materials for the broad range of services and target markets of the Authority

101 DEFINITIONS

- A. Agreement.** -- The term "Agreement" means the Agreement between the Authority and the Consultant and the Exhibits hereto.
- B. Authority.** -- The term "Authority" means the Stanislaus Regional Transit Authority, a local transportation provider created under California State law with its principal place of business in Modesto, California.
- C. Approval.** -- The term "Approval" means a written determination by the Authority that a particular plan, program, invoice, action, or submittal of the Consultant appears to meet the requirements of this Agreement or the other Contract Documents. "Approval" shall not operate to shift any risk to Authority or relieve the Consultant of any obligations under this Agreement.
- D. Contract Documents.** -- The term "Contract Documents" means the following documents, set forth in their order of precedence: (A) the Agreement (including the Exhibits hereto); (B) the RFP; and (C) the Consultant's proposal in response to the RFP.
- E. Contract Term.** -- The term refers to the project period identified in the sample agreement.
- F. Contracting Officer.** -- Refers to the Chief Executive Officer (CEO) of the Stanislaus Regional Transit Authority.
- G. Consultant.** -- The term "Consultant" means the entity entering into this Agreement with Authority to provide the Scope of Work described herein.
- H. Federal Transit Administration (FTA).** -- The term "Federal Transit Administration" or "FTA" means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

- I. **Modesto Area Dial-A-Ride or MADAR.** -- The ADA paratransit demand response service operated by the Authority of Modesto within the MAX service area. MADAR will transition to Authority jurisdiction on July 1, 2021.
- J. **Modesto Area Express or MAX.** -- The Authority of Modesto’s fixed-route public transit system which transitions to Authority jurisdiction on July 1, 2021.
- K. **Party or Parties.** -- The term “Party” or “Parties” means Authority and the Consultant.
- L. **Project Manager.** – Refers to the Consultant’s team member that plays the lead role in planning, executing, monitoring, controlling, and closing the projects named in this RFP.
- M. **RFP.** -- The Term “RFP” means Request for Proposal No. 2021-03.
- N. **Stanislaus Regional Transit or StaRT.** -- The brand used by the County of Stanislaus for its fixed route, shuttle, commuter, demand response, and ADA paratransit services. StaRT transitions to Authority jurisdiction on July 1, 2021.
- O. **Authority.** -- The term “Authority” means the Stanislaus Regional Transit Authority, a local transportation provider created under California State law with its principal place of business in Modesto, California.
- P. **Work.** -- The term means all the services and responsibilities to be performed by the CONSULTANT under this Agreement, as specified, stated, or implied in this Agreement. The term “Scope of Services” may be used interchangeably with “Work”.

102 SCHEDULE OF KEY RFP EVENTS

The procurement schedule is designed to get the Consultant onboard and working with the Authority team as soon as possible.

Event	Date
Issuance of RFP	May 12, 2021
Deadline for Receipt of Questions/Requests for Addenda 4:00 PM PT	May 24, 2021
Proposals Due 4:00 PM Pacific Time	June 21, 2021
Potential Interview Dates	July 6-9, 2021
Award by Authority and Authorization to Execute Agreement	July 22, 2021
Anticipated Commencement Date	August 2021

103 OVERVIEW OF THE SCOPE OF WORK

- A. **General** - The Consultant selected in this procurement will be responsible for performing three phases of the branding and marketing work for the Authority. The Authority desires to have one Consultant for these projects so that a coherent, consistent vision for branding and marketing of public transit in the Stanislaus County region is conceived and realized.

The Authority desires to implement the branding service change recommendations from this process by October 2022 for phase 1 and January 2022 for phase 2. For relevant information relating to the Scope of Work to be provided under this RFP, please refer to the specifics outlined in Part IV of this document.

- B. **Contract Requirements** – The Consultant selected in this procurement will be required to comply with the terms and conditions of the Agreement, all applicable State, local, and Federal laws and regulations.
- C. **Contract Term** - The Contract Term for the services to be provided under this RFP is estimated to commence in August 2021 and conclude July 2026.
- D. **Compensation Method** – The selected Consultant shall be paid, as full compensation for the satisfactory completion of the work, an amount “not to exceed” as set forth on the Consultant’s Fee Proposal, which includes all applicable costs such as insurance, fringe benefits, indirect costs, overhead and profit allowance, subconsultant costs, travel, materials, and supplies. The Authority’s budget provides \$75,000 for this project, including Phases I and II.

104 PROCUREMENT METHOD AND BASIS OF AWARD

This procurement is being carried out as a Request for Proposals. An evaluation team will evaluate and rank proposing Consultants based on the submitted Technical Proposal and Cost Proposals. The Contract will be awarded using the Best Value selection method, with the respective weights as set forth herein. Award will be to the Consultant whose proposal is determined to be most advantageous and offer the greatest value to the Authority, based on the evaluation factors in Part II of this RFP.

105 REQUESTS FOR CLARIFICATION AND ADDENDA PROCESS

- A. Request for Interpretation or Clarification.** -- Prospective Consultants may submit written requests to Authority for an interpretation or clarification of, or an addendum to, this RFP. All requests must be received by Authority no later than 4:00 PM (PDT) on May 24, 2021.
- B. Requests must be emailed to the Contracting Officer.** All communication regarding this procurement should be directed to the Authority's contracting officer:

Phil McGuire, CEO
Stanislaus Regional Transit Authority
Email: pmcguire@stanrta.org
Phone: 209-477-7011

Under no circumstances should Consultants attempt to contact staff members at MAX or StaRT regarding this solicitation. Violation of this prohibition can result in disqualification of the Consultant's proposal submission.

- C. Authority Responses.** -- The Authority will review and prepare a written response to each request for interpretation or clarification submitted by a prospective Consultant. The Authority's written responses to Consultant questions, together with any addenda (as described in subsection D), will be emailed, posted, or otherwise furnished to all prospective Consultants by June 4, 2021.
- D. Addenda.** The Authority reserves the right to make modifications or issue addenda to this RFP, either at the request of a prospective Consultant or upon the Authority's initiative. If the Authority determines it is appropriate to revise any portion of this RFP, it will issue, and make available to all prospective Consultants, a written addendum setting forth such revision. Consultants are required to acknowledge receipt of addenda in writing in their Proposal Letter. If an addendum requires significant changes in the Scope of Work to be performed under the Agreement, the date for receipt of proposals may be postponed at Authority's discretion by the number of days the Authority determines are appropriate to enable prospective Consultants to revise proposals.

107 PROPOSAL DUE DATE

Proposals must be received by the Authority at its offices at 1010 10th Street, Suite 4600, Modesto, California 95354, by 4:00 PM (PDT) ON JUNE 21, 2021. Proposals received after this specified date and time shall be considered late and ineligible for evaluation.

108 PROPOSAL SUBMISSION

Prospective Consultants responding to this Request for Proposal will submit proposal packages consisting of:

- One (1) unbound original, one (1) electronic, and six (6) bound copies of the Technical Proposal.
- One (1) unbound original, one (1) electronic, and six (6) bound copies of the Price Proposal.

Electronic files shall be submitted on a USB flash drive. Technical and Price Proposals may be shipped together in one container but should be packaged separately. All proposals and other communications should be labeled and delivered as follows:

Mr. Phil McGuire, CEO
Stanislaus Regional Transit Authority
1010 10th Street, Suite 4600
Modesto, CA 95354
(209) 477-7011

Attn: RFP No. 2021-03

- A. Ownership of Records.** -- The Proposals received become the exclusive property of the Authority in accordance with California Public Utilities Code § 99154.
- B. Public Records.** -- At such time as a contract is awarded by the Authority, all Proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, except those elements of each Proposal which are:
1. Trade secrets, as that term is defined in California Government Code § 6254.7(d), and which are so marked as a trade secret, confidential, or proprietary; and
 2. Any questionnaires and/or financial statements required and deemed to not be public records and not open to public inspection pursuant to California Public Utilities Code § 99154.

Authority will not disclose information marked proprietary, confidential, or trade secret unless required to do so by law or legal process; provided, however, Authority may disclose such information to its legal and financial advisors as it deems necessary or appropriate. Authority shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked as confidential, proprietary, or trade secret, if the disclosure is deemed required by law or by an order of a court.

109 ACCEPTANCE OF TERMS AND CONDITIONS

Consultants understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP (including the Draft Agreement in Part V), except as otherwise specified in the proposal. Each proposal found technically acceptable shall constitute an offer to provide the services described in this RFP. The submitted proposal will become part of any subsequent contract between the selected Consultant and the Authority.

110 SUBMITTAL REQUIREMENTS

The proposals submitted by prospective Consultants shall be prepared clearly and concisely. Failure to adhere to instructions may be a cause for the rejection of any proposal.

- A. Formatting and Contents.** – Proposals will include two parts, a Technical Proposal, including any required forms, and a Cost Proposal, respectively. Each Technical Proposal shall include a table of contents referencing the submittal elements and each section must be clearly labeled with the Tabs described in Section 111. A proposal may be considered technically unacceptable if it modifies or fails to conform to each of the requirements.

- B. Page Limitations.** -- The Technical Proposal cannot exceed thirty (30) pages in length, excluding table of contents, divider tabs, and the required forms and certifications.

111 TECHNICAL PROPOSAL

This RFP intends to encourage responses that communicate the Consultant's understanding of the Scope of Work and the Consultant's proposed approach to meet the Authority's requirement for this Branding

and Marketing Services RFP. Proposals should discuss the elements outlined in this RFP and any activities the Consultant may recommend. Consultants are encouraged to avoid submissions that are poorly organized or in which important information is obscured by unnecessary promotional material. Technical Proposals will be evaluated and scored in accordance with Sections 201 - 203 of this RFP.

The Technical Proposal shall include the following items in the following sequence:

- A. **Proposal Letter. (Tab TP-1).** -- The signed cover form, provided in Exhibit A, contains the following:
 - a. Name, address, telephone, and email of the Consultant and person who authorized to receive correspondence and to make decisions or represent the Consultant and contractually bind the firm. This person shall sign the Proposal Letter and the Price Proposal Form.
 - b. Description of type of business organization (e.g., corporation, partnership, limited liability Company, including joint venture teams and subconsultants) submitting the proposal.
 - c. An understanding of the conditions under which the proposal is offered.
 - d. Acknowledgment of receipt of all RFP addenda, if any.
 - e. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred eighty (180) days from the date of submittal.
- B. **Firm Capability & Experience (Tab TP-2).** -This section of the proposal should establish the ability of Proposer and Proposer's sub-consultants to satisfactorily perform the required Scope of Work. The following information shall be included:
 - a. Firm Description – Provide an overview of the firm's areas of expertise, project experiences, size, and years in business. Consultant shall also explain its operations capability and methods and resources to perform the service described in the RFP. This should also include the nature and scope of the firm's experience representing governmental agencies, preferably transit.
 - b. Firm's Relevant Experience –Provide a concise description of at least four examples of the Consultant's background and experience in providing branding and marketing services to transit agencies in the recent past. The experience discussed should correlate to the tasks outlined in the Scope of Work and include the project cost, dates

services were provided, a project description, and identify which, if any, named project team members participated in the project.

- c. Samples – Provide samples of relevant branding or marketing materials the Consultant has created or developed for other transit agencies.
 - d. References – Provide a list of at least three agencies the Consultant has worked for within the last three years. Two of the references must have worked with the named Project Manager.
- C. **Understanding of the Project (Tab TP-3).** - Consultants shall describe their understanding of the Scope of Work and any activities, best practices, or opportunities for this type of project that may be important for a newly established transit authority. Include in this response how the Consultant approaches the working relationship with the Authority’s staff, Board of Directors, stakeholders, and community. Discussion of if and how this branding and marketing process may intersect or overlap with the concurrent procurement activities described in Section 402 is desirable.
- D. **Project Approach and Proposed Schedule (Tab TP-4).** - Describe how you propose to accomplish the tasks contained in the RFP Scope of Work. Include in your discussion:
- a. A complete work plan that addresses each aspect of the Scope of Work, Phases I, II and III, is described in this RFP.
 - i. Timeline showing the steps to complete Phase I and II in the time specified.
 - ii. Any optional services or recommendations for this project’s success. Optional activities or suggestions to revise identified activities should be discussed fully in the project approach.
- E. **Required Insurance (Tab PS-5).** -- The Consultant shall respond to the insurance requirements and certifications requested in Exhibit C.
- F. **Exceptions (Tab TP-7).** -- The Consultant should identify any exceptions that it is taking to this RFP, including exceptions to the terms of the Draft Agreement. Please refer to Exhibit D for the required form to list exceptions. In electing to take or not take exceptions, the Consultant should note the provisions in Section 114 of this RFP.

112 PRICE PROPOSAL

The Authority has allocated \$75,000 for this project. Consultants should craft their proposed project approach and activities with the understanding of this financial limitation.

- A. **General.** -- Each Consultant shall submit a Cost Proposal (CP) that includes all of the information described in this Section. All figures in the written hard copy of the CP must be in ink or typewritten; figures written in pencil or containing erasures are not acceptable.
- B. **Specific Contents.** -- The Cost Proposal shall set forth the proposed cost for providing the services in this RFP using the form in Exhibit B.
- C. **Price Stability.** -- In submitting Cost Proposals, Consultants agree that all prices proposed shall be good for one hundred eighty (180) calendar days from the proposal due date.

113 RESTRICTIONS ON LOBBYING AND CONTACTS

- A. **Restrictions on Lobbying and Contacts with Authority Board of Directors.** -- During the period beginning on the date of the issuance of this RFP and ending on the date of Contract Award, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, or agent representing such a person (or entity), shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the contract with any member of the Authority's Board of Directors. Any such contact shall be grounds for the disqualification of the proposing Consultancy.
- B. **Restrictions on Lobbying and Contacts with Authority and Transit System Staff.** -- During the period beginning on the date of the issuance of this RFP and ending on the date of Contract Award, each person or entity described in subsection A shall limit his or her communication with Authority staff to the written clarification and amendment process. During such period, any such person or entity is precluded from having any communications regarding this RFP, the evaluation or selection process, or the award of the Contract with any member of the Authority Evaluation Committee, other than communications during the interviews and discussions. Any such unauthorized communication shall be grounds for the disqualification of the Proposer. The current operator may have discussions with Authority staff regarding current operations.
- C. **Conflicts of Interest.** -- No employee, officer, or agent of the Authority shall participate in the evaluation or selection process, or the award or administration of the Contract, if a conflict of

interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

- a. The employee, or an officer or agent of the employee;
- b. Any member of the employee's immediate family;
- c. The employee's business partner; or
- d. An organization that employs, or is about to employ, any of the above.

The Authority's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Proposers, Prospective Proposers, subconsultants to Proposers, or other parties to sub-agreements whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official action on his or her part.

114 EXCEPTIONS TO TERMS AND CONDITIONS

Consultants should list in Exhibit D any exceptions to the terms of this RFP (specifically including the terms and conditions in the Draft Agreement). If no exceptions are stated, it will be understood that all terms (including those in the Draft Agreement) will be complied with. In determining to take or not take exceptions, the Consultant is advised to confer with legal counsel. The Authority will not consider changes or additions to the Draft Agreement unless those matters are raised as exceptions in the proposing Consultant's Submittal.

ANY EXCEPTION MAY BE CONSIDERED MATERIAL AND MAY BE THE BASIS FOR REJECTION OF THE PROPOSAL AND/OR A DETERMINATION THAT THE PROPOSER DOES NOT SATISFY THE PRE-QUALIFICATION REQUIREMENTS. A DETERMINATION THAT AN EXCEPTION IS MATERIAL SHALL BE IN THE SOLE DISCRETION OF AUTHORITY AND ITS JUDGMENT IS FINAL.

115 PROPOSAL WITHDRAWAL

The Consultant's authorized representative may, before the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person or in writing to the office listed in Section 106, or by email to pmcguire@stanrta.org. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal.

Any such modification or withdrawal must be received by Authority no later than the date and time scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposals may not be withdrawn for one hundred eighty (180) calendar days.

116 COSTS INCURRED BY CONSULTANT

Any costs incurred by Consultants in responding to this RFP shall be the Consultant's sole expense and will not be reimbursed by Authority.

117 CANCELLATION OF PROCUREMENT

Authority reserves the right in its sole discretion to cancel this Request for Proposals in whole or in part.

118 PROPOSAL REJECTION

Authority reserves the right in its discretion to accept or reject proposals submitted in response to the RFP or refuse to enter into any contract resulting from any proposal submitted, without expense to Authority.

**Stanislaus Regional Transit Authority
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BRANDING AND MARKETING SERVICES

PART II

EVALUATION PROCESS

PART II – EVALUATION PROCESS

201 STEPS IN EVALUATION PROCESS

- A. **Evaluation Committee.** The Authority will establish an Evaluation Committee to review and rank the submitted project proposals and develop a shortlist of finalists. The evaluation will consider the clarity, accuracy, and completeness of the proposal requirements and criteria using the established scoring criteria. Finalists may be invited to make an oral presentation to the evaluation committee.
- B. **Action by the Board of Directors.** -- After finalizing the terms and conditions of the Agreement with the highest-ranked Proposer, the Contracting Officer shall submit the recommendation for Contract Award, the proposed Agreement, and all relevant supporting information from the evaluation process to the Board of Directors. After review and consideration of these materials, the Authority Board of Directors, if it concurs with the recommendation, shall award the Contract to the recommended Proposer and shall authorize the execution of the Agreement.

The Authority Board of Directors is not bound by the recommendation of the Evaluation Committee, but it must base any alternative decision made on the cost and technical evaluation factors outlined in Section 202, and may not modify the respective weighting of technical qualifications and, alter the technical qualifications factors or their established weight or order of importance, or establish or rely on new or additional factors or considerations in making the award.

1. **Single Proposal.** -- If only one proposal is received in response to this RFP, information will be requested from the Consultant to enable the Authority to perform a cost/price analysis and evaluation and audit to determine if the price is fair and reasonable. The award may be made to a single proposal if Authority determines that the proposal meets the requirements of this RFP and that the price is fair and reasonable.
2. **Authority of Contracting Officer.** -- The Contracting Officer shall have the authority to conduct a cost/price analysis to determine the fairness and reasonableness of the Cost Proposals; assess the price realism of the Cost Proposals; review and audit all business

records and related documents of any Proposer (including any affiliate or parent company, partner, or joint venture member); contact any client references; and conduct site visits and investigations.

202 - PROPOSAL EVALUATION AND SCORING

The Authority will, through its Evaluation Committee, evaluate the proposals in response to this RFP, and make its determination as to which Consultant offers the best value. Proposals will be evaluated and scored as follows:

Scoring Element	Weight
Firm Capability & Experience	35
Understanding of the Project	20
Project Approach and Proposed Schedule	25
Cost	20
Total	100%

- A. Firm Capability and Experience (35%).** -- Consultant shall describe in detail how the proposed service will satisfy the functions and features described in the Scope of Work. Consultant shall provide a comprehensive explanation of the Consultant’s ability to perform the Scope of Work outlined in this RFP, including a description of the Consultant’s capability and its methods and resources to perform the services described in this RFP.
- B. Understanding of the Project (20%).** – This factor evaluates both the Consultant’s understanding of the Authority’s goals and needs and the work products required from this branding and marketing process. It also evaluates the professional creativity and recommendations provided by the Consultant tailored to the Authority’s needs.
- C. Project Approach and Schedule (25%).** – This factor evaluates the specific details of the Consultant’s approach to completing the scope of work including relative durations and activities allocated per phase, adherence to the Authority’s set timeline and the influence concurrent procurements may have on this process. The Consultant’s approach will provide the

Authority with an understanding of how the consultant translates their understanding of the Authority's needs into action.

- D. **Cost (20%)**. – The factor evaluates the value delivered to the Authority by the Consultant by measuring cost proposal elements. As a Best Value procurement, the cost evaluation will not be based on the lowest price.

203 INTERVIEWS

The Authority may choose to conduct interviews with some or all of the proposing Consultant teams. Proposing firms will be notified by email if they have been invited to an interview. The format and duration of interviews will be established at the time the invitations to interview, if any, are extended. Tentative dates for interviews were identified in Section 102.

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PART III

PROTEST PROCEDURES

PART III – PROTEST PROCEDURES

301 PURPOSE

The purpose of these procedures is to set forth the procedures to be utilized by the Authority in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

302 GENERAL

For a protest to be considered by Authority, it must be submitted by an Interested Party (as defined below) per the procedures set forth herein. A protest which is submitted by a party that is not an Interested Party or which is not in accordance with the procedures shall not be considered by Authority and will be returned to the submitting party without any further action by Authority. In all instances where Authority receives a protest involving a potential contract that will be funded with Federal Transit Administration (FTA) funds, Authority will notify the FTA of the protest, provide information concerning the nature of the protest, and keep the FTA informed about the status of the protest.

303 GROUNDS FOR PROTEST

Any Interested Party may file a bid protest with Authority on the grounds that:

1. Authority has failed to comply with applicable Federal or State Law; or
2. Authority has failed to comply with its procurement procedures; or
3. Authority has failed to comply with the terms of the Solicitation in question, including the failure to adhere to the evaluation criteria set forth in the Solicitation, if applicable; or
4. Authority has issued restrictive or discriminatory specifications.

304 CONTENTS OF PROTEST

- A. A bid protest must be filed in writing and must include:
 1. The name and address of the protestor.
 2. The name and number of the procurement solicitation.
 3. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of Authority procurement procedures, or specific term of the solicitation alleged to have been violated.

4. Any relevant supporting documentation the protesting party desires Authority to consider in making its decision.
5. The desired relief, action, or ruling sought by the protestor.
6. Protests must be filed with:

Monica Streeeter, Legal Counsel
Stanislaus Regional Transit Authority
1010 10th Street, Suite 4600
Modesto, CA 95354

7. All protests must be received at the Authority address listed above during normal office hours of Monday – Friday, 8:00 a.m. to 4:00 p.m., Pacific Standard or Daylight Time.
8. If any of the information required by this section is omitted or incomplete, Authority will notify the protestor, in writing, within one (1) day of the receipt of the protest, and the protestor will be given one (1) day to provide the omitted or incomplete information for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

305 TIMING REQUIREMENTS AND CATEGORIES OF PROTESTS

Authority will consider the following categories of protests within the period outlined in each category:

- A. Any protest alleging improprieties in a Solicitation process or Solicitation documents must be filed no later than five calendar Days before the scheduled proposal opening or deadline for submittal or proposals, as appropriate, to be considered by the Authority. Any protest based on such grounds not filed within this period will not be considered by the Authority. This category of protests includes, but is not limited to, the allegation of restrictive or exclusionary specifications or conditions.
- B. Any protests regarding the evaluation of bids or proposals by the Authority, or alleging improprieties involving the approval or award or proposed approval or award of a Contract must be filed with the Authority no later than five (5) calendar days after the protestor's receipt of Authority's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the evaluation of bids or proposals, or the Contract approval or award will not be considered by the Authority. The Authority will notify all

unsuccessful bidders or proposers of its intent to award a Contract to the successful bidder or proposer by email at the same time it notifies the successful bidder or proposer if Board of Directors approval is not required, and at the same time as the publication of the Board of Directors agenda if Board of Directors approval is required.

306 REVIEW OF PROTEST BY AUTHORITY

- A. The Authority will notify the protestor within three (3) days of timely receipt of a bid protest that the protest is being considered.

- B. In the notification, the Authority will inform the protestor of any additional information required for evaluation of the protest by the Authority and set a time deadline for submittal of such information. If the Authority requests additional information and it is not submitted by the stated deadline, the Authority may either review the protest on the information before it or decline to take further action on the protest.

- C. In its sole discretion, the Authority may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to the Authority relative to the merits of the bid protest. Authority will set a time deadline for the submittal of such comments, which will be no less than five days after Authority provides notification of the protest.

- D. In its sole discretion, the Authority may schedule an informal conference on the merits of a bid protest. All Interested Parties will be invited to participate in the conference. Any information provided at the conference will only be considered by the Authority in deciding the bid protest if it is submitted to Authority in writing within three (3) days after the conference.

307 EFFECTS OF PROTEST ON PROCUREMENT ACTIONS

- A. Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids, the Authority will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless the Authority determines, and so notifies all bidders, that such a date

change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.

- B. Upon receipt of a timely protest regarding the evaluation of Bid or proposals, or the approval or award of a contract, the Authority will suspend contract approval or other pending action, or issue a stop-work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.

- C. Notwithstanding the pendency of a bid protest, the Authority reserves the right to proceed with any appropriate step or action in the procurement process or the implementation of the contract in the following cases:
 - 1. Where the item to be procured is urgently required;
 - 2. Where the Authority determines, in writing, that the protest is vexatious or frivolous;
 - 3. Where delivery or performance will be unduly delayed, or other undue harm to Authority will occur, by failure to make the award promptly; or,
 - 4. Where the Authority determines that proceeding with the procurement is otherwise in the public interest.

308 SUMMARY DISMISSAL OF PROTESTS

Authority reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by the Authority in a previous bid protest by any interested party in the same solicitation or procurement action.

309 PROTEST DECISIONS

After review of a bid protest by appropriate Authority staff and/or legal counsel, a recommendation shall be made to the Chief Executive Officer concerning the appropriate disposition of such protest.

- A. The recommendation shall be made based on the information provided by the protestor and other parties, the results of any conferences, and the Authority's investigation and analysis.

- B. The decision of the Chief Executive Officer shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision will be issued within 30 Days

after the date all relevant information is submitted according to the dealings outlined in these procedures.

- C. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, including solicitation, revised evaluation of bids or proposals or the Authority's determination, or termination of the contract.
- D. If the protest is denied, the Authority will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

310 JUDICIAL APPEALS

A protester adversely affected by a bid protest decision under Section 310 hereof may appeal such decision to an appropriate court of the State of California.

**Stanislaus Regional Transit Authority
(Authority)**

REQUEST FOR PROPOSALS

NO. 2021-03

FOR

BRANDING AND MARKETING SERVICES

PART IV

SCOPE OF WORK

PART IV – SCOPE OF WORK

401 SYSTEM DESCRIPTION

The Stanislaus Regional Transit Authority, the newly formed public transit system in Stanislaus County, will assume the provision of fixed route, shuttle, commuter, demand response, and ADA paratransit demand response transit services effective July 1, 2021. The legacy systems are currently operated by the City of Modesto and the County of Stanislaus. The two systems at present provide approximately three (3) million combined trips each year within the County and commuter services to points outside the County. The Authority's transit services do not have a name but will be branded as part of the Consultant's work in this RFP.

Agricultural heritage meets the urban fringe in Stanislaus County. The Authority's population center is the City of Modesto, the 16th largest city in California and the Stanislaus County seat. Modesto, with 215,000 residents is considered the outermost ring for Bay Area commuters. It is surrounded by rich agricultural land and numerous smaller communities all requiring access to the regional urban core. These communities contribute another 340,000 residents to the county's population.

The majority of the Authority's fixed-route ridership is in Modesto and adjacent communities. The core urban service is complemented with smaller regional hubs in the cities of Oakdale and Patterson offering service to the other incorporated and multiple unincorporated population centers in the area. The Authority also operates commuter routes to the Bay Area, linking with BART and the ACE train as well as paratransit and demand-responsive services.

402 CONCURRENT PROCUREMENTS

In this first inaugural year, the Authority is conducting three major procurements that will be the cornerstone for its first decade of operation. In addition to this branding and marketing RFP, the Authority is conducting procurements for 1) crafting short and long-range planning vision; and 2) operations agreement with a single vendor to operate both fixed-route and paratransit service. The latter will be the first time that these operations will be consolidated under a single Contractor.

These procurements will no doubt overlap and inform each other. The operations contract is expected to be awarded in late summer with a launch date of January 1, 2022. The short/long range planning consultant is expected to begin work in August.

403 SCOPE OF SERVICES OVERVIEW

The Consultant will work with the Authority management staff to provide professional and marketing services necessary to prepare both a final design and working templates that will include but not be limited to the following: logo, slogan, graphics, letterhead, ride guide/route brochures and various other marketing and promotional items. The proposed new brand should convey an inviting image for public transit services. Decisions regarding colors, logos and new signage will be made in consultation with Authority management staff, Board, and perhaps community representatives. The new brand must be consistent throughout all marketing material.

The phases of the project that the Consultant is requested to provide are:

Phase I	Brand Creation
Phase II:	Brand Rollout
Phase II:	On-Going Marketing Assistance (Optional)

404 PHASE I – BRAND CREATION

The consultant selected will be tasked with the creation of a corporate identity and branding package (both print and digital) to include, but not limited to, an agency logo design, branding, bus/van fleet design for all vehicle types and operational modes (fixed route, commuter bus, ADA paratransit, demand response). The name, logo and branding package will be used as a foundation for all ongoing campaigns to internal and external audiences, including website, letterhead, business cards, other collateral/print material and the like.

Goals for this task include:

- Positioning and enhancing Stanislaus Regional Transit Authority awareness, identity and brand as a convenient transportation alternative that serves a broad cross section of county residents.

- Branding each of the various services provided by Authority under a common umbrella including a consistent visual identity that will allow all elements of the Authority’s system to be immediately identified in marketing materials, fleet design project signage, etc.

Requirements

- Create a focused message(s) based on research that also connects identity and brands to various objectives, projects, plans, and programs.
- Develop coordinated names, logos, colors, service/product brands. Integrate branding/design for placement on buses, vans, uniforms, buildings, waste receptacles, signage, posters, letterhead, flyers and brochures, website pages, advertising, media kits, promotional items and the like.
- Develop a Brand Identity Manual to reinforce using the new identity consistently across programs.

405 PHASE II – BRAND ROLLOUT

The successful Consultant will partner with the Authority on the development and execution of a comprehensive Brand/Logo strategy that will build awareness of other activities/programs undertaken/provided by the Agency. Assistance on such tasks would be obtained by the Authority on a time and materials basis. The Proposer is asked to provide a proposal for this on-going support with rates for the potential work. Consultant services include, but may not be limited, to the following:

- Assisting with establishing the identity of Stanislaus Regional Transit Authority, its services, plans, programs and roles and responsibilities to the public.
- Assist Authority staff in soliciting the necessary services to implement the selected branding including but not limited to: recommending approach to qualified vendors, assisting Authority staff in preparing solicitation documents, reviewing proposals, developing contract documents, assist in monitoring vendor performance, and bringing branding implementation to successful completion.
- Advising on the branding of the long-range transit vision and plans and designing marketing programs for these functions as directed.
- Evaluating media (digital and print)

- Working in tandem with the Authority Information Technology contractor to design the www.Stanrta.org website.
- Developing performance evaluation measurements for all marketing activities or strategic planning activities conducted under this contract.
- Presentations to Board of Directors, community groups or forums, throughout process to seek input, direction, and final decisions.

406 PHASE III – ON-GOING BRANDING/MARKETING SERVICES (OPTIONAL)

Once the full rebranding process has been completed, the need will arise for more specific branding/marketing tasks. Specific tasks would be directed by the Authority but would include the tasks described below. Assistance on such tasks would be obtained by the Authority on a time and materials basis. The Proposer is asked to provide a proposal for this on-going support with rates for the potential work.

1. Graphic Design
 - a. Design the bus schedule ride guide or route brochures, and other informational brochures
 - b. Design system maps to be used in buses, bus stops and various public events
 - c. Design a bus stop schedule display for bus stops, which will be unique to each bus stop
 - d. Other minor graphic design needs, including but not limited to passes, promotional brochures and informational flyers.
 - e. All printing will be coordinated by the Authority. The Authority may request assistance from the Consultant with identifying appropriate vendors for printing.
 - f. Spanish translation services are required.
2. Social media
 - a. Develop social media pages for the Authority in Facebook, Twitter, Instagram, YouTube, and other sites as recommended.
 - b. Manage content and messaging in all social media sites. It is expected that Consultant and Authority will provide content at least once per week, though the number of postings may increase as the Authority needs to communicate service changes or public meetings.
3. Media planning and production services

- a. The Consultant will plan advertising in print, digital, radio and television media types as funding allows and as directed by the Authority.
 - b. The Consultant will advise on content and design of material, prepare/produce the advertising, assist in selecting appropriate media types for advertising.
 - c. The Consultant shall assist in obtaining advertising rates for the Authority and work with vendors.
4. Marketing Services
- a. The Consultant will assist the Authority in planning and implementing specific marketing campaigns and events, including assistance with content for the Authority website.

407 DELIVERABLES REQUIREMENT

All products become the property of the Authority for their unlimited use. All graphic files will be submitted electronically as well as hard copy. The Authority will retain all ownership/copyright on any new logo, slogan, messaging or artwork and any other materials developed. Any materials may be edited by the Authority as they see fit. In addition to the deliverables mentioned in previous sections, the Consultant will be responsible for delivering the following:

- Brand Identity Manual (Standards).
- Assistance to the Authority in implementing brand strategies including consultation regarding vendor specifications, vendor selection, and vendor production oversight.
- Advice regarding branding strategy costs and implementation details.
- Board presentations, staff reports, and associated materials.

408 FUNDING

Funds of \$75,000 are available to complete the tasks described above under Phases I and II. Phase III may be included as funds become available and Authority determines the work to be necessary; however, the Consultant is asked to include a rate sheet and estimated fees for that work. Firms responding to this RFP shall include a cost proposal to complete the project as outlined above (see Attachment B Cost Proposal).

The consultant will be paid up to the amount provided for each Phase in the final project budget. Billing rates should be guaranteed for the life of the contract. The Authority shall approve all interim work products before payment.

**Stanislaus Regional Transit Authority
(Authority)**

REQUEST FOR PROPOSALS

NO. 2021-03

FOR

BRANDING PLAN AND MARKETING SERVICES

PART V

DRAFT AGREEMENT

PART V – STANDARD AGREEMENT

501 STANDARD AGREEMENT

The Authority intends to use a standard professional services consulting agreement for this procurement. Following is a sample agreement into which the selected Consultant should anticipate entering. The Consultant can anticipate that the final form of this agreement that will ultimately be signed at the conclusion of this procurement process may differ from the document presented herein.

PROFESSIONAL SERVICES AGREEMENT

between

STANISLAUS REGIONAL TRANSIT AUTHORITY (StanRTA),

and

THIS AGREEMENT is made and entered into as of _____, 202__ by and between the Stanislaus Regional Transit Authority, a joint powers authority established under California Government Code section 6500 et seq., hereinafter referred to as “StanRTA” and _____, hereinafter referred to as “CONSULTANT”.

WITNESSETH

WHEREAS, StanRTA desires to retain and utilize the services of CONSULTANT to provide professional services; and

WHEREAS, CONSULTANT is uniquely trained, experienced, competent and qualified to perform such professional services required by this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

SCOPE OF SERVICES

The work to be performed by CONSULTANT is specified in Exhibit “A,” “Scope of Services” and the approved CONSULTANT’s Cost Proposal dated _____, specified in Exhibit “B,” “Cost Proposal” both of which are attached hereto and incorporated by reference.

Services and work provided by the CONSULTANT at StanRTA’s request under this AGREEMENT shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.

CONSULTANT must be expressly authorized to perform any of the required services under this AGREEMENT by the Chief Executive Officer of StanRTA or a designated representative, who shall administer this AGREEMENT. CONSULTANT shall report progress of work on a monthly basis or as determined by the Chief Executive Officer or a designated representative.

TERM

CONSULTANT's services herein under shall commence upon StanRTA's written authorization to proceed and shall be completed according to a mutually agreed-upon schedule for services and work as identified in Exhibit "A" unless terminated or extended as hereinafter provided.

TERMINATION

StanRTA may terminate this AGREEMENT, in whole or in part, at any time prior to completion by CONSULTANT of the work specified in Exhibit "A", upon five (5) calendar days written notice to CONSULTANT. Upon receipt of written notice of such termination, CONSULTANT shall promptly cease all services on this project, unless the written notice of termination provides otherwise.

This AGREEMENT shall terminate automatically upon CONSULTANT's bankruptcy, insolvency or death.

All supporting studies, data, reports, plans, correspondence and other written, printed or tabulated material pertaining in any way to work performed, accumulated or generated by CONSULTANT pursuant to this AGREEMENT, whether finished or not, shall become the property of StanRTA and shall be delivered within ten (10) days of receipt of notice of termination by StanRTA.

After all documents are received from CONSULTANT, StanRTA shall pay CONSULTANT the sum due for work performed in accordance with Section 3.6.

CONSULTANT may terminate this AGREEMENT if StanRTA fails to make any undisputed payment to CONSULTANT when due in accordance with this AGREEMENT and such failure remains uncured for thirty (30) days after written notice to StanRTA of such default and of Consultant's intent to terminate.

If this AGREEMENT is terminated by either party, StanRTA shall pay CONSULTANT the sum due for work performed as of the date notice of termination is received for which payment has not been made. In no event shall this sum exceed the total compensation to be paid CONSULTANT as set forth in Section 4.3. Such payment shall be CONSULTANT's sole and exclusive compensation and StanRTA shall have no further liability or obligation to CONSULTANT for any other compensation, including without limitation, anticipated profit, prospective losses or consequential damages of any kind.

COMPENSATION AND METHOD OF PAYMENT

CONSULTANT shall perform all work described in Exhibit "A" of this AGREEMENT and receive compensation on a time and materials basis for all work performed in accordance with Exhibit "A" of this AGREEMENT. StanRTA shall pay CONSULTANT on the basis of the progress as reported by authorized activities and hours expended.

The CONSULTANT will be reimbursed for hours worked at the hourly rate specified in the approved Cost Proposal.

Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid CONSULTANT under this AGREEMENT exceed the sum of _____AND 00/100 (\$AMOUNT).

StanRTA shall make payment monthly to CONSULTANT within thirty (30) calendar days of receipt of an acceptable invoice. Payment shall be based on the hours reported by the CONSULTANT. All invoices shall not be more often than monthly and shall be made in writing and delivered, mailed, or **emailed** to StanRTA as follows:

Stanislaus Regional Transit Authority
1010 10th Street
Modesto, CA 95354
Attention: Accounts Payable
Email:

Except as expressly provided in this AGREEMENT, CONSULTANT shall not be entitled to nor receive from StanRTA any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this AGREEMENT. Specifically, CONSULTANT shall not be entitled by virtue of this AGREEMENT to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

CONSULTANT shall be reimbursed for travel, lodging, meals, and incidentals where travel is authorized and required by StanRTA for the performance of CONSULTANT's services. Receipts for travel expenses will be required at time of invoicing; and all charges must be exclusively for services performed for this AGREEMENT and a hard copy audit trail available upon request.

Unless otherwise provided in Exhibit "A", CONSULTANT shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for CONSULTANT to provide the services identified in Exhibit "A" of this AGREEMENT. StanRTA is not obligated to reimburse or pay CONSULTANT for any expense or cost incurred by CONSULTANT in procuring or maintaining such items. Responsibility for the costs and expenses incurred by CONSULTANT in providing and maintaining such items is the sole responsibility and obligation of CONSULTANT.

StanRTA will not withhold any Federal or State income taxes or Social Security tax from any payments made by StanRTA to CONSULTANT pursuant to this AGREEMENT. StanRTA has no responsibility or liability for payment of CONSULTANT'S taxes or assessments.

All Subcontracts in excess of \$25,000 shall contain the provisions contained in this Section 4.

CHANGES AND EXTRA SERVICES

StanRTA and CONSULTANT may mutually agree to changes in the services to be performed by CONSULTANT. All such changes shall be incorporated in written change orders which shall specify the changes ordered and the adjustment of compensation and completion time required thereof. All change orders shall be executed by the Chief Executive Officer of StanRTA or a designated representative, and CONSULTANT.

Any services added to the scope of this AGREEMENT by a change order shall be executed under all applicable conditions of this AGREEMENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed change order.

INSURANCE

CONSULTANT shall, at its own expense, procure and maintain in effect at all times during this AGREEMENT, insurance coverage provided by a California admitted insurer licensed to transact business in California, as least as broad as hereinafter provided, including insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services set forth in Exhibit "A" of this AGREEMENT by the CONSULTANT or CONSULTANT's agents, representatives, employees, or subcontractors as follows:

General Liability.

Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than ONE MILLION DOLLARS (\$1,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act by CONSULTANT under this AGREEMENT or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance.

If the CONSULTANT or the CONSULTANT's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this AGREEMENT, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury damage with limits of no less than ONE MILLION DOLLARS (\$1,000,000) per incident or occurrence, and providing property damage liability of no less than TWO HUNDRED FIFTY THOUSAND DOLLARS \$250,000 per incident or occurrence.

Workers' Compensation Insurance.

Workers' Compensation Insurance as required by the California Labor Code. In signing this AGREEMENT, the CONSULTANT certifies under section 1861 of the California Labor Code that CONSULTANT is aware

of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the CONSULTANT will comply with such provisions before commencing the performance of the work of this contract, as necessary.

Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00).

Deductibles, Self-Insured Retentions, Named Insured. Any deductibles, self-insured retentions, or name insureds must be declared in writing and approved by StanRTA.

Waiver of Subrogation, Additional Insured. The insurance policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverages.

Endorsement providing that the CONSULTANT'S insurance shall waive all rights of subrogation against StanRTA's insurers and StanRTA; or the CONSULTANT'S insurance shall list StanRTA as additional insureds under the insurance policy.

Worker's Compensation Coverages.

Endorsements providing that the CONSULTANT'S insurance shall waive all rights of subrogation against StanRTA's insurers and StanRTA.

Other Insurance provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automobile Liability Coverages.

Endorsements providing that such insurance is the primary insurance and no insurance of StanRTA will be called upon to contribute to a loss.

The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

All Coverage.

Each insurance policy required by this paragraph shall not be altered, suspended, voided, or canceled by either party, or reduced in coverage or

in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to StanRTA.

Any failure of CONSULTANT to comply with reporting provisions of the policies shall not affect coverage provided to StanRTA or StanRTA's board members, officers, employees, or volunteers.

Verification of Coverage. Prior to performing any term or condition of the AGREEMENT, CONSULTANT shall furnish StanRTA with evidence of insurance effecting coverage required by this section.

Subcontractors. All insurance coverage for subcontractors shall be subject to all of the insurance and indemnity requirements stated herein.

STATUS OF CONSULTANT

All acts of the CONSULTANT, its agents, officers, employees, and all others acting on behalf of the CONSULTANT relating to the performance of this AGREEMENT, shall be performed as independent contractors and not as agents, officers, or employees of StanRTA. CONSULTANT has full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT who are assisting in performance of services under this AGREEMENT. CONSULTANT shall be responsible for its own acts and those of its agents and employees during the term of this AGREEMENT. CONSULTANT, by virtue of this AGREEMENT, has no authority to bind or incur any obligation on behalf of StanRTA. Except as expressly provided in Exhibit "A", CONSULTANT has no authority or responsibility to exercise any rights or power vested in StanRTA. No agent, officer, or employee of StanRTA is to be considered an employee of the CONSULTANT. It is understood by both CONSULTANT and StanRTA that this AGREEMENT shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

If in the performance of this AGREEMENT, CONSULTANT employs any third persons, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law, shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of StanRTA, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a StanRTA employee, right to act on behalf of StanRTA in any capacity whatsoever as an agent, or to bind StanRTA to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or the forms as required by law for income and employment tax purposes for all of CONSULTANT's assigned personnel under terms and conditions of the AGREEMENT.

As an independent contractor, CONSULTANT hereby indemnifies and holds StanRTA harmless from any and all claims that may be made against StanRTA based upon any contention by any third party that employer-employee relationship exists by reason of this

AGREEMENT except where StanRTA controls, directs, supervises or trains CONSULTANT's employees.

A material covenant of this AGREEMENT is that CONSULTANT shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of CONSULTANT. The designated individual(s) shall, so long as their performance continues to be acceptable to StanRTA, remain in charge of the work and services as identified in Exhibit "A" from beginning through completion.

A. Project Manager: _____

DEFENSE AND INDEMNIFICATION

CONSULTANT, its agents, officers, and employees shall defend, indemnify, and hold harmless StanRTA, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this AGREEMENT, including the negligent or wrongful acts in the performance of this AGREEMENT, by CONSULTANT or CONSULTANT's agents, officers, employees and subcontractors, or any of them. CONSULTANT's obligation to defend, indemnify, and hold StanRTA, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. CONSULTANT's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any negligent or wrongful act or omission of the CONSULTANT, its agents, employees, or any one directly or indirectly employed by any of them.

CONSULTANT's obligation to defend, indemnify, and hold StanRTA, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirements in this AGREEMENT for CONSULTANT to procure and maintain a policy of insurance.

To the extent permitted by law, StanRTA shall indemnify, hold harmless and defend CONSULTANT and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of or resulting from any negligence or wrongful acts of StanRTA and its officers, or employees in the performance of this AGREEMENT.

Notwithstanding any other provision of this AGREEMENT, the total aggregate liability of CONSULTANT arising out of the breach of this AGREEMENT shall not exceed the CONSULTANT'S contract value paid under this AGREEMENT. CONSULTANT and StanRTA shall not be liable to each other for indirect or consequential damages, including loss of use, revenue or profit, if such damages are asserted on the basis of breach of contract. The waiver of liability shall not apply to such damages as may be incurred and claimed by StanRTA.

REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the Federal, State, County, or local governments for CONSULTANT to provide the services and work described in Exhibit "A" must be procured by CONSULTANT and valid at the time CONSULTANT enters into this AGREEMENT. Further, during the term of this AGREEMENT, CONSULTANT must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONSULTANT at no expense to StanRTA.

StanRTA PROPERTY

All data, reports, surveys, studies, drawings, and other documents and materials made available to CONSULTANT by StanRTA for use by CONSULTANT in the performance of its services under this AGREEMENT shall be made available for information only and shall be returned to StanRTA at the completion or termination of this AGREEMENT, if so requested by StanRTA.

CONSULTANT shall be entitled to reasonably rely upon the accuracy and completeness of StanRTA and others records and information provided to CONSULTANT. CONSULTANT shall not be held responsible for reasonable reliance on documentation/data, and reports provided by StanRTA or others where defects or deficiencies are later found in such work. CONSULTANT will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any future project since these efforts are solely StanRTA's and others responsibility.

All drawings, designs, specifications, manuals, reports, studies, surveys, models, and any other documents, materials, data, and products prepared by CONSULTANT in connection with the services under this AGREEMENT shall be the property of StanRTA and copies shall be delivered to StanRTA upon completion of the work, upon request by StanRTA, or upon termination of this AGREEMENT. CONSULTANT shall be responsible for the preservation of any and all such documents, materials, data, and products prior to transmittal to StanRTA; and CONSULTANT shall replace any such documents, materials, data and products as are lost, destroyed, or damaged while in its possession without additional cost to StanRTA. CONSULTANT shall not sell any of the above documents and products prepared by CONSULTANT under this AGREEMENT to any other party without the express written consent of StanRTA. Any third party use of documents and materials prepared by CONSULTANT or the CONSULTANT's subcontractors in execution of this AGREEMENT should reference CONSULTANT as the preparer of that document or material. At the termination of the AGREEMENT, CONSULTANT will convey possession and title to all such properties to StanRTA.

COPYRIGHTS

CONSULTANT shall be free to copyright material developed under this AGREEMENT with the provision that StanRTA and the funding agencies reserve a royalty-free non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the material for government or public purposes. StanRTA and the funding sources shall be credited on all materials developed under this AGREEMENT.

SUBCONTRACTS

CONSULTANT shall not subcontract all or any portion of its services under this AGREEMENT without the prior written approval of the Chief Executive Officer of StanRTA, and any attempt shall be void and unenforceable. In the event that CONSULTANT enters into one or more subcontracts pursuant to this article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to CONSULTANT and StanRTA shall have no obligation to them.

CONSULTANT shall include all provisions of this AGREEMENT, modified only to show the particular contractual relationship, in all its subcontracts connected with carrying out its AGREEMENT, except contracts for standard commercial supplies of raw materials. No subcontract shall include a cost plus a percentage of cost method of payment.

ASSIGNMENT OF AGREEMENT

CONSULTANT shall not assign or subcontract this AGREEMENT, or any part thereof without prior express written consent of StanRTA, and any attempt shall be void and unenforceable. Further, CONSULTANT shall not assign any monies due or to become due under this AGREEMENT without the prior written consent of StanRTA.

EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of services provided for under this AGREEMENT, it is agreed that CONSULTANT, its agents, officers, and employees shall not, on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally-protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws, unlawfully discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

CONSULTANT and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations.

In the event of CONSULTANT's noncompliance with the nondiscrimination clause of this AGREEMENT or with any such rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further StanRTA contracts.

CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

If this AGREEMENT is for services which will receive financial assistance authorized under a law administered by the U.S. Department of Transportation, CONSULTANT shall comply with the provisions of the U.S. Department of Transportation Standard Title VI Assurances and Non-Discrimination Provisions, DOT 1050.2A, Appendix A and E, which, if applicable, will be set forth in full as Exhibit "C" attached hereto and incorporated by reference.

DISADVANTAGED BUSINESS ENTERPRISE (D.B.E.)

Policy. It is the policy of StanRTA that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of work under this AGREEMENT. The D.B.E. requirements of 49 CFR, Part 26, apply to this AGREEMENT. StanRTA shall not discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally-protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws in the award and performance of any DOT-assisted contract or in the administration of the Disadvantaged Business Enterprise (DBE) Program or the requirements of 49 CFR part 26. StanRTA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. StanRTA's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to StanRTA of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program fraud Civil Remedies Act of 1986 (31 U.S.C. 3901 et seq.).

Contract Assurance. CONSULTANT shall not discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally-protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. 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 receipt deems appropriate.

D.B.E. Obligation. CONSULTANT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR, Part 26 has the maximum opportunity as subcontractors to compete for work and perform under this AGREEMENT.

Prompt Payment of Funds. No retainage will be held by StanRTA from payments due the CONSULTANT. Any retainage held by the CONSULTANT from payments due any subcontractors shall be promptly paid in full to subcontractors for satisfactory performance no

later than ten (10) days from the receipt of each payment the CONSULTANT receives from StanRTA. Federal law (49 CFR 26.29) requires that any delay or postponement of payment beyond thirty (30) days may take place for good cause and with StanRTA's prior written approval. Any violation of this provision shall subject the CONSULTANT to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONSULTANT in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subcontract performance, or noncompliance by a subcontractor. This provisions applies to both DBE and non-DBE prime contractors and subcontractors.

DBE Records. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- A. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report - Utilization of Disadvantaged Business Enterprises (DBE)," certified correct by the CONSULTANT or the CONSULTANT's authorized representative and shall be furnished to StanRTA with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONSULTANT when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to StanRTA.

DBE Certification and De-Certification Status. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the CONSULTANT in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the CONSULTANT in writing with the date of certification. Any changes should be reported to StanRTA within thirty (30) days.

Any subcontract in excess of \$25,000 entered into as a result of this AGREEMENT, shall contain all the provisions contained in this Section 15.

NONDISCRIMINATION CIVIL RIGHTS ACT OF 1964

CONSULTANT shall comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, as amended. Accordingly, during the performance of this AGREEMENT, the CONSULTANT shall comply with the provisions contained in 49 CFR 21 through Appendix C, 23 CFR 710.405(b) and 28 CFR 50.3, which are made a part of this AGREEMENT.

PROHIBITED INTEREST

No member, officer, or employee of StanRTA, during his/her tenure or for one year prior to or thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof. No member of or delegate to the Congress of the United States or the Legislature of the State of California shall be admitted to have any share or part of this AGREEMENT or to any benefit arising therefrom. The date of determination shall be the date of AGREEMENT execution.

CONFLICTS

CONSULTANT hereby certifies that it presently has no interest and shall not acquire any financial or business interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed by CONSULTANT.

CONSULTANT further certifies that it has made a complete disclosure to StanRTA of all the facts bearing upon any possible financial, business, or other interest, direct or indirect, which it believes any member of StanRTA, other officer, agent or employee of StanRTA presently has, or will have in this AGREEMENT, in the performance thereof, in any portion of the profits thereunder, or in any ensuing StanRTA construction project. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by StanRTA.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Section 18.

COVENANT AGAINST CONTINGENCY FEES

The CONSULTANT warrants that it has not employed nor retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this AGREEMENT. For breach or violation of this warranty, StanRTA shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

STATEMENT OF COMPLIANCE

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.

DEBARMENT AND SUSPENSION CERTIFICATION

The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, 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 StanRTA.

Exceptions will not necessarily result in denial of award of the agreement, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

LAWS AND REGULATIONS

CONSULTANT shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of the Federal, State or local government, and any agency of such government, including, but not limited to StanRTA, the Federal Highway Administration, Caltrans, and the Office of Management and Budget (OMB) which relate to or in any manner affect the performance of this AGREEMENT. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on StanRTA as a recipient of Federal or State funds are hereby imposed on CONSULTANT including, but not limited to, OMB Circular A-102 Attachment O as referenced in 23 CFR 172.7 which are herein incorporated by this reference and made a part thereof.

RECORDS AND AUDIT

CONSULTANT shall retain and maintain all writings, documents, and records prepared in connection with the performance of this AGREEMENT for a minimum of four (4) years from the termination or completion of the AGREEMENT. This includes any handwriting, typewriting, printing, photocopying, photographing, and every other means of recording upon any tangible or intangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

Any authorized representative of StanRTA shall have reasonable access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by CONSULTANT. Further, StanRTA has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this AGREEMENT.

Subcontracts in excess of \$25,000 shall contain this Section 23.

COST PRINCIPLES

In connection with selection of the CONSULTANT and services provided under this AGREEMENT, CONSULTANT hereby agrees that it has complied with Federal Acquisition Regulations Title 48 of the Code of Federal Regulations, Part 1-31, Subpart 31.2 (Contract with Commercial Organizations as modified by Subpart 31.102); 23 Code of Federal Regulations Part 172.7(d); 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and, Office of Management and Budget Circular A-102 Attachment O.

WAIVER OF DEFAULT

Waiver of any default by either party to this AGREEMENT shall not be deemed a waiver of any subsequent default. Waiver or breach of any provision of this AGREEMENT shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this AGREEMENT unless modified pursuant to the terms of this AGREEMENT.

FORCE MAJEURE

Neither party shall be in default by reason of any failure in performance of this AGREEMENT if such failure arises out of causes beyond their control and without the fault or negligence of said party, including, without limitation, the following: (1) Acts of God; (2) war; (3) terrorism or other acts of public enemy; (3) strikes and other labor difficulties. If the performance of any obligation hereunder is prevented or delayed due to a cause in the preceding sentence, the time for performance or observance will be extended for the period that the action is delayed or prevented by the cause.

RESOLUTION OF CONFLICT

All questions pertaining to the validity and interpretation of this AGREEMENT shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State. Any dispute not resolved by informal arbitration between the parties to this AGREEMENT may be adjudicated in a court of law under the laws of the State of California.

SEVERABILITY

If any portion of this AGREEMENT or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State, or local statutes, ordinances, or regulations the remaining provisions of this AGREEMENT or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this AGREEMENT are severable.

AMENDMENT

This AGREEMENT may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form

and executed with the same formalities as this AGREEMENT and attached to the original AGREEMENT to maintain continuity.

NOTICES

Except for invoices submitted by CONSULTANT pursuant to this AGREEMENT, any notice, communication, amendments, additions, or deletions to this AGREEMENT including change of address of either party during the term of this AGREEMENT which CONSULTANT or StanRTA shall be required or may desire to make, shall be in writing and may be personally served, mailed by prepaid, certified or registered mail or overnight courier, or transmitted by facsimile or electronic mail transmission, to the respective parties as follows:

To StanRTA:

Stanislaus Regional Transit Authority
1010 10th Street
Modesto, CA 95354
Email: pmcguire@stanrta.org
Attention: Phil McGuire, Chief Executive Officer

To CONSULTANT:

Attention:

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) business day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission.

ENTIRE AGREEMENT

This AGREEMENT contains the entire AGREEMENT of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties hereto. CONSULTANT and StanRTA represent that, in entering this AGREEMENT, they have not relied on any previous representations, inducements, or understandings of any kind or nature.

BENEFIT OF AGREEMENT

This AGREEMENT shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Each party agrees that this AGREEMENT and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this AGREEMENT or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereto and shall become effective when executed by both parties.

**Stanislaus Regional Transit Authority,
a Joint Powers Agency**

Philip McGuire
Its Chief Executive Officer

Its _____

Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
COST PROPOSAL**

EXHIBIT C
DOT STANDARD TITLE VI ASSURANCES AND
NON-DISCRIMINATION PROVISIONS

**Stanislaus Regional Transit Authority
(Authority)**

REQUEST FOR PROPOSALS

NO. 2021-03

FOR

BRANDING AND MARKETIG SERVICES

PART VI

EXHIBITS

EXHIBIT A

PROPOSAL LETTER

Proposal Letter Form

Mr. Phil McGuire, CEO
Stanislaus Regional Transit Authority
1010 10 Street
Modesto CA, 95354

RE: RFP No. 2021-03

(NAME OF PROPOSER)

1. The Proposer is a _____ *[identify form of organization, and identify any equity participants in the Proposer if it is a joint venture].*

2. The Proposer has reviewed the RFP, including the Exhibits thereto, and all other information made available by the Authority in connection with the Project which is described in the RFP and offers to carry out the Project in accordance with the RFP, this Proposal Letter, and its proposal.

3. The Proposer acknowledges and agrees that its proposal constitutes a binding offer to provide the Scope of Work covered by the RFP in accordance with the terms, conditions, and requirements of the RFP. If selected as the Consultant, the Proposer agrees that it will execute the Agreement and perform all the operations work in accordance with the terms and conditions thereof, and at the cost proposed, subject to any exceptions identified in its proposal and agreed to by the Authority.

4. The Proposer further acknowledges and agrees that it has reviewed the Scope of Work covered by the RFP and has determined that it can provide those work for the price it has proposed hereto, in full satisfaction of the terms and conditions in the Agreement, and further acknowledges and agrees that it will honor its cost proposal throughout the Contract Term.

5. The Proposer agrees to keep its proposal open for acceptance for one hundred eighty (180) Days after the proposal due date without unilaterally varying or amending its terms and, if the Proposer is a

partnership or joint venture, without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this Proposal is submitted.

6. The Proposer understands that the Authority is not bound to accept any proposal that they Authority may receive, and that all costs and expenses incurred by us in preparing this proposal and participating in the RFP process will be borne solely by us.

7. The Proposer agrees not to challenge, question or seek to review any decision of the Authority in regard to this proposal, including but not limited to any decision to award the Contract to another party or to not award the Contract at all, except as expressly permitted in the Protest Procedures in Part III of the RFP.

8. The Proposer acknowledges receipt of the following Addenda (identify by number and date):

9. The Proposer acknowledges and agrees that it understands and will comply with all applicable Federal, State, and local requirements.

10. The Proposer acknowledges and agrees that it will comply with the Restrictions on Lobbying provisions in the RFP and understands that impermissible contacts, as described in that Section, shall be the basis for disqualification of the Proposer.

11. The Proposer designates the following individual(s) to act on behalf of and to bind and commit the Proposer, during this procurement process, on all matters relating to the RFP and the Agreement and to take all actions necessary to finalize an Agreement with the Authority if the Proposer is selected for Contract Award.

[Name, title, email, telephone]

[Name, title, email, telephone]

Signature block:

[Insert the Proposer's name]

By: [signature of Proposer's executing official]

Print Name: _____

Title: _____

Proposer's business address:

(Street) (Floor or Suite)

(Authority) (State or Province) (Zip or Postal Code) (Country)

State or County of Incorporation: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he is _____ of the firm of _____

(Firm Name)

the party making the foregoing Proposal, that such Proposal is genuine and not collusive or sham; that said Consultant has not colluded, conspired, connived, or agreed, directly or indirectly, with any Consultant or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal payment of affiant or of any other Consultant, or to fix any overhead, profit or cost element of said Proposal payment, or of that of any other Consultant, or to secure any advantage against AUTHORITY or any person interested in the proposed contract; and that all statements in said Proposal are true.

That neither any Officer or employee of AUTHORITY is in any manner interested, directly or indirectly, in the Proposal to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said Proposal nor in any expected profits which may arise therefrom.

DATED: _____

Name of Consultant

EXHIBIT B

COST PROPOSAL FORM & LABOR RATES

Stanislaus Regional Transit Authority
RFP# 2021-03
Cost Proposal

Phase/Task	Billing Type	Hours	Rate(s)	Expenses	Total
Phase 1 – Brand Creation	Lump Sum				
Phase 2 – Brand Rollout	Time and Materials		\$_____/hr		
Phase 3 – On-going marketing assistance	Time and Materials		\$_____/hr		
Total Project					

The proposer affirms by his or her signature that the proposal price includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the contract documents.

Vendor Name: _____

Print Name: _____

Signature: _____

Date: _____

EXHIBIT C

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subconsultants utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Authority requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Authority, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Authority, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Authority.

Waiver of Subrogation

Consultant hereby grants to Authority a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the Authority by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Authority. The Authority may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Authority.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Authority with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Authority is an additional insured on insurance required from subconsultants.

Special Risks or Circumstances

Authority reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subconsultants. Consultant's obligation to defend, indemnify and hold the Authority, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the Authority.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Vendor Name: _____

EXHIBIT D

EXCEPTIONS

EXCEPTIONS

REQUEST FOR PROPOSAL NO. 2021-03

Exceptions

List requests for exceptions to the agreement below, if any, sign and submit with your proposal.

Item No:	Reference To:	Description
	Page No. Paragraph No.	
Company Name (Consultant):		