

Stanislaus Regional Transit Authority

(StanRTA)

REQUEST FOR PROPOSALS

NO. 2021-04

FOR

**COMPREHENSIVE OPERATIONAL ANALYSIS
& SHORT AND LONG RANGE TRANSIT PLANS**

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PART I

INSTRUCTIONS TO PROPOSERS

PART I – INSTRUCTIONS TO CONSULTANTS

On January 26, 2021, Stanislaus County and the Authority formed a joint powers agency to create the Stanislaus Regional Transit Authority, referred to hereafter as The Authority, to better provide transit services in the region. The Authority's formation resulted from a study conducted by the Stanislaus Council of Governments (StanCOG) which indicated that a countywide transit consolidation would result in substantial improvement in the overall efficiency and passenger usability of public transit services. The City of Turlock, providing 8% of the county's transit investment, opted to remain an independent transit operator. Commencing July 1, 2021, city and county transit operations transitioned fully to management by the Authority. No immediate changes in operations are planned until early 2022. However, should the Consultants identify easily adoptable, quick wins benefitting the public; the Authority is open to early 2022 modifications. Service changes recommended in the final COA are anticipated for implementation in July 2022.

This Request for Proposals (RFP) is issued by the Authority to select a qualified firm to perform a Comprehensive Operational Analysis (COA) and companion Short and Long Range Transit Plans (SRTP and LRTP). The work product resulting from the selected consultancy will be the Authority's inaugural planning processes, defining the vision and focus for the Authority's consolidation of service and initial operating years. The goal of this solicitation is to enter a Contract with the firm that will be able to best meet the Authority's needs. The Board of Directors and their constituents have high expectations for the Authority to deliver a plan to greatly improve the transit system within its first year and fully implement those changes within another 12 months.

The Consultant team will need to manage the COA effectively and provide innovative transit solutions for the Authority to become a true mobility integrator for the region. The COA and transit plans will build recommendations based on extensive data analysis, public outreach, and industry best practices for deploying various public transportation modes. One area where proposers are encouraged to innovate in their proposal is the identification of potential new riders and rider markets as well as gaining a better understanding of whether the Authority's existing transit operations meet current rider needs (Section 402, Tasks 3 and 4).

The COA shall consider an entire spectrum of service options ranging from minor modifications to a full "reset" of operations. A critical component to the system reset is the delivery of fixed-route and transit

system improvements that are ready for implementation down to the run-cut. All potential outcomes shall be scrutinized through the lens of Title VI and environmental justice analysis. Finally, the documents produced through this contract will capture the vision that most successfully explores the relationships between effective transit and land-use, population and employment patterns as well as social equity and areas of high transit need.

The Authority seeks a Consultant partner with the ability to bring a collaborative and truly innovative approach and to this project. The selected firm is expected to design a framework and timeline that will most efficiently deliver the COA and SRTP final products. The recommendations adopted from the COA and SRTP will be the foundation for revitalizing the region’s transit services. Concurrent with this procurement are two other major activities – the selection of a new operations Consultant and a branding/marketing study. These three activities are the fulcrum for resetting the transit experience in Stanislaus County. They will form the Authority’s vision and direction for years to come and be the determiners of its success.

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 twelve (12) month project period identified in the sample agreement.
- F. Contracting Officer.** -- Refers to the chief executive officer 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 City of Modesto within the MAX service area. MADAR transitioned to Authority jurisdiction on July 1, 2021.
- J. Modesto Area Express or MAX.** -- The City of Modesto’s fixed-route public transit system which transitioned 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. 2021-04.
- 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 transitioned to Authority jurisdiction on July 1, 2021.
- O. 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	July 6, 2021
Deadline for Receipt of Questions/Requests for Addenda 4:00 PM PDT	July 12, 2021
Issuance of Authority’s Final Responses/Addenda	July 19, 2021
Proposals Due 4:00 PM PDT	August 2, 2021
Potential Interview Dates	August 10-12, 2021
Award by StanRTA and Authorization to Execute Agreement	August 26, 2021
Anticipated Commencement Date	September 1, 2021

103 OVERVIEW OF THE SCOPE OF WORK

- A. General** - The Consultant selected in this procurement will be responsible for performing two phases of strategic planning work for the Authority, preparation of a Comprehensive Operational Analysis (COA), and then the preparation of Short and Long Range Transit Plans. The Authority desires to have one Consultant for these projects so that a coherent, consistent vision for public transit in the Stanislaus County region is conceived and realized. The Consultant is expected to provide a project approach that builds upon the data and outreach relationships developed in Phase I whenever possible to reduce cost and improve project efficiencies in Phase II.

In the first phase, the Consultant will prepare a Comprehensive Operational Analysis (COA) of the Authority's legacy systems, the City of Modesto's fixed-route bus service, operating as the Modesto Area Express (MAX) and complementary ADA paratransit demand responsive service, operating as Modesto Area Dial a Ride (MADAR; and the County of Stanislaus's Stanislaus Regional Transit (StaRT) which provides fixed-route, shuttle, demand responsive, and ADA paratransit services to the remaining cities and unincorporated portions of the county except the City of Turlock. This analysis should lead to recommendations for program and service design and improvements for overall system efficiency and operational effectiveness. Upon completion of the COA, the Consultant will move into Phase II of this contract, development of Short Range Transit Plan (SRTP) and Long Range Transit Plan (LRTP). The SRTP will have a 5-year horizon (2022-2027) and the LRTP will have a 10-year horizon (2022-2032).

The Authority desires to implement in July 2022 the service change recommendations emanating from the COA. Adoption of the the SRTP and LRTP is expected at separate board meetings in spring or summer 2022. The Authority is receptive to making system improvements prior to July 2022, if the Consultant identifies opportunities that can be easily implemented while the COA is underway. The contract term will follow the terms of this RFP and the Draft Agreement. Relevant information relating to the Scope of Work to be provided under this RFP is 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 on September 1, 2021, and conclude August 31, 2022.

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 FY ’22 budget provides \$400,000 for this project, inclusive of 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 July 12, 2021.

B. **Requests must be emailed to the Contracting Officer.** All communication regarding this procurement should be directed to the Authority’s contracting officer:

Dero In, Procurement Officer
Stanislaus Regional Transit Authority (StanRTA)
Email: din@stanrta.org
Phone: 209-774-4580

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 C), will be emailed, posted, or otherwise furnished to all prospective Consultants by July 19, 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.

106 PROPOSAL DUE DATE

Proposals must be received by the Authority at its offices at 912 11th Street, Suite 100, Modesto, California 95354, by 4:00 PM (PDT) ON AUGUST 2, 2021. Proposals received after this specified date and time shall be considered late and ineligible for evaluation.

107 PROPOSAL SUBMISSION

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

- One (1) unbound original, one (1) electronic, and five (5) bound copies of the Technical Proposal.
- One (1) unbound original, one (1) electronic, and five (5) 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. Dero In, Procurement Officer
Stanislaus Regional Transit Authority
912 11th Street, Suite 100
Modesto, CA 95354
(209) 774-4580

Attn: RFP No. 2021-04

- 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.

108 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.

109 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 110. 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 sixty (60) pages in length, excluding table of contents, divider tabs, resumes, and the required forms and certifications. There are no page limitations on the Cost Proposal.

110 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 Comprehensive Operational Analysis. 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 the criteria in Sections 201 - 203 of this RFP.

The 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:
 - 1. 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.
 - 2. Description of type of business organization (e.g., corporation, partnership, limited liability Company, including joint venture teams and subconsultants) submitting the proposal.

3. An understanding of the conditions under which the proposal is offered.
4. Acknowledgment of receipt of all RFP addenda, if any.
5. 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.
6. In addition to the required letter form, Proposers may submit a separate cover letter that is no more than two (2) pages in length.

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:

1. 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.
2. Firm's Relevant Experience –Provide a concise description of at least four examples of the Consultant's background and experience in providing comprehensive operational analysis and planning studies to transit agencies within the past seven years. 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. Also indicate the project value and the year the work was completed.
3. References – Provide a list of at least three agencies the Consultant has worked for within the last three years on a similar project. Two of the references must have worked with the named Project Manager.

C. Project Manager and Team (Tab TP-3). – This section shall include the following:

1. This section should contain resumes for key personnel identified as being assigned to the Authority contract. A successful project is largely in the hands of the project manager. Please provide a detailed resume for the project manager, the time commitment this person will have on this project, and a clear statement of the availability of this person to guide the project through completion. Resumes for the rest

of the project team should be provided and feature all job experience at least the past three years, and any organizational memberships and certifications pertinent to providing the services as defined in the Scope of Work.

2. Subconsultants. The Authority requests proposers to conduct cell phone data gathering and analysis in Section 406, Task 3. Proposers shall name the data firm they will work with to gather the location data and provide at minimum a company profile for that firm including experiences wherein the consultant used the data firm. If there are any additional subconsultants or vendors on this team, provide a firm description and resumes for the proposed project members identifying their project roles and time commitment.
3. Identify the approximate time commitment of each team member to the project.
4. An organization chart for the project team shall be provided.

D. Understanding of the Project (Tab TP-4). - Potential 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 establish 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 planning process may intersect or overlap with the concurrent procurement activities described in Section 402 is desirable.

E. Project Approach and Proposed Schedule (Tab TP-5). - Describe how you propose to accomplish the tasks contained in the RFP Scope of Work. Include in your discussion:

1. A complete work plan that addresses each aspect of the Scope of Work, Phases I and II, is described in this RFP.
2. Timeline showing the steps to complete the COA, Long and Short Range Plans in twelve months.
3. Any optional services or recommendations for this project's success. The Scope of Work identified surveys, in particular, as an area where the prospective Consultant's expertise is welcomed to refine the task requirements. Optional activities or suggestions to revise identified activities should be discussed fully in the project approach.

- F. **Required Insurance (Tab PS-6).** -- Each CONSULTANT shall respond to the insurance requirements and certifications requested in Exhibit C.

- G. **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 113 of this RFP.

111 PRICE PROPOSAL

The Authority has allocated \$400,000 in the FY '22 budget 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.

112 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.

113 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.

114 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 105, 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.

115 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.

116 CANCELLATION OF PROCUREMENT

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

117 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
(StanRTA)**

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& SHORT AND LONG RANGE TRANSIT PLANS**

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	25
Project Team	10
Project Manager	10
Understanding of the Project	15
Project Approach and Proposed Schedule	30
Cost	10
Total	100%

- A. **Firm Capability and Experience (25%).** -- 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 operations capability and its methods and resources to perform the services described in this RFP.

- B. **Project Team and Support Staff (10%).** -- This factor will include an assessment of the Consultant’s understanding of the staffing needs and requirements for providing the services required under this RFP and for meeting the Authority’s performance and quality standards. This section should contain resumes for key personnel identified as being assigned to the Authority contract.

- C. **Project Manager (10%).** – This factor evaluates the relevant experience and knowledge of the Consultant’s proposed lead assigned to this project. The full resume for the project manager should be included in the proposal.

- D. Understanding of the Project (15%).** – This factor evaluates both the Consultant’s understanding of the Authority’s goals and needs and the work products required from this planning process. It also evaluates the professional creativity and recommendations provided by the Consultant tailored to the Authority’s needs.
- E. Project Approach and Schedule (30%).** – This factor evaluates the specific details of the Consultant’s approach to completing the scope of work including relative durations and activities allocated per task, 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.
- F. Cost (10%).** – The factor evaluates the value delivered to the Authority by the Consultant by measuring cost proposal elements such as the number of hours, hourly rates, the distribution of Consultant team members’ time across tasks, number of trips, differences in reimbursable expenditures, etc. 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.

**Stanislaus Regional Transit Authority
(StanRTA)**

REQUEST FOR PROPOSALS

NO. 2021-04

FOR

**COMPREHENSIVE OPERATIONAL ANALYSIS
& SHORT AND LONG RANGE TRANSIT PLANS**

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:

Philip McGuire, CEO
Stanislaus Regional Transit Authority
912 11th Street, Suite 100
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) business 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
(StanRTA)**

REQUEST FOR PROPOSALS

NO. 2021-04

FOR

**COMPREHENSIVE OPERATIONAL ANALYSIS
& SHORT AND LONG RANGE TRANSIT PLANS**

**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, assumed the provision of fixed route, shuttle, commuter, demand response, and ADA paratransit demand response transit services effective July 1, 2021. The legacy systems were 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 Stanislaus County and commuter services to points outside the County. The Authority's transit services do not have a name but will be branded in the near future. Ridership decreased across all modes during the pandemic, but the Authority is hopeful to return to normal levels. This hope is borne out in the ridership numbers for the first quarter of 2021 which show a steady upward trend.

The City of Turlock opted to remain independent rather than join in the consolidation. The county service is contracted with a single operator for its transit modes while the city uses two vendors, one operating the fixed-route system and one for ADA paratransit services. Both agencies' operating contracts expire at the end of 2021. The contracts have been assigned to the Authority for the period, July-December 2021. The existing contracts will be replaced by a single contract as a result of a procurement process begun in March 2021 with the release of an RFP (2021-01). The operator selection is slated to conclude in August 2021. The new vendor selected through that procurement process will provide all transit services, both fixed route and demand response, throughout the County (except for Turlock which selects its vendor).

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, with the City of Turlock contributing approximately 74,000 residents to that total.

The Authority's fixed-route ridership is primarily 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. Pre-pandemic ridership in the Modesto service area was about 2.8 million for fixed-route and 300,000 additional ADA paratransit trips. In the countywide service area, nearly 335,000 unlinked trips were provided in FY 2019. During peak service periods, the urban area has 59 buses in operation while the county service area operates 29 buses at peak. Both systems provide commuter routes to the Bay Area, linking with BART and the ACE train as well as paratransit and demand-responsive services.

The new Authority was created with very high expectations for improved service levels, operational efficiency, and improved ADA paratransit services. Even before it assumes operational responsibility in July, the Authority is taking steps to build the foundation necessary to meet and exceed those expectations. As the inaugural strategic planning activities, the Consultant has the opportunity to explore an array of service options which should be done in an active partnership with the Authority staff and stakeholders. The selected Consultant should bear in mind the operational goals set for the Authority in the planning, and execution of the COA, SRTP, and LRTP projects. Our goals for the Comprehensive Operational Analysis, Short and Long Range Transit Plans are to evaluate our service within the County's urban and regional transit markets of today and the future, provide strategies to help increase ridership system-wide, identify strategies to improve the current operations and effectiveness of the Authority's transit system and provide a long-range roadmap for the agency to create effective improvements to the system when additional capital funding becomes available.

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 crafting short and long-range planning vision, the Authority is conducting procurements for 1) branding/marketing consultant to assist with naming the system and establishing the full range of print and social media, outreach, and marketing programs; 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 Consultant.

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 marketing/branding

consultant is expected to begin work in July. Additionally, StanCOG has initiated the process of updating its Coordinated Human Services Transportation Plan. While not an Authority procurement, it is a concurrent planning process that could present opportunities for collaboration or data sharing that would benefit this project. Proposers are therefore highly encouraged to submit descriptive content in their proposals defining their approach to establishing the desired organizational partnership with the Authority staff, identify potential intersection points with the concurrent procurements and outside planning activities in progress. They should also describe their plans to maximize service delivery efficiency throughout the project.

403 ADA PARATRANSIT AND DEMAND RESPONSIVE SERVICES

Although fixed-route service will be a significant focus of the Consultant's activities, ADA paratransit, shuttle, and demand responsive services will be impacted significantly by the resulting service changes and thus require thoughtful recommendations. The opportunity to improve paratransit service was a particularly motivating factor for the county's local governments when considering whether or not to support consolidation efforts. Recommendations resulting from this COA process have the potential to significantly expand the service area and population served by ADA paratransit and demand responsive services. At a minimum, the consolidation into a single regional system, eliminating expensive and time-consuming transfers will expand consumer access to and demand for service to key medical providers, social service, and other community agencies that would previously have been impractical.

Ecolane is under contract to provide CAD/AVL, trip scheduling and dispatching services for paratransit and demand response effective January 1, 2022. The Ecolane contract includes a portal for online reservations, digital payment, real-time trip planning, and a mobile app. These new service features will be an adjustment for consumers and the operator alike, as will the introduction of a new fleet of paratransit vans equipped with cameras, MDTs, and security features. The Authority anticipates that these enhancements, combined with recommendations in the COA will result in new or expanded service offerings that will result in service to previously ineligible locations impacting consumer demand.

404 SCOPE OF SERVICES OVERVIEW

The Authority seeks a qualified Consultant to develop within a year's time, the three documents that will guide the Authority's transit operations and establish a visionary transportation framework for the near and long term. The Authority desires to have one Consultant execute these projects so that

a coherent, consistent vision for public transit in the greater Stanislaus region is conceived and realized. In practical terms, consistent documents with well-conceived goals also enhance the financial requests made in the Federal Transportation Improvement Program (FTIP). The Consultant is expected to provide a project approach that scaffolds the work product produced in the first phase to reduce cost and improve project efficiencies in the second phase. The products that the Consultant is requested to provide are:

Phase I	Comprehensive Operational Analysis (COA)
Phase II:	Short Range Transit Plan (SRTP)
Phase II:	Long Range Transit Plan (LRTP)

The timeline for completing each phase is up to the Consultant but should integrate with other key Authority milestones including:

- New operator assumes fixed-route and paratransit service on January 1, 2022
- New paratransit Ecolane reservations and scheduling system goes into use January 1, 2022
- Service change package planned for July 1, 2022

The Authority, if possible, would like to introduce achievable changes as they are identified, during the course of the COA. Implementing quick wins benefits the consumer and validates the premise that unification provides for improved efficiency and expanded transit opportunities.

405 PHASE I - COA

In Phase I, the Consultant will prepare a COA that addresses the fixed-route system and the complementary paratransit operations, commuter, demand response and shuttle services. The selected Consultant will analyze the fixed-route bus network and recommend immediate modifications, including:

- Changes to route alignment, frequency, service days, service span, and segment/line spacing based on productivity and coverage;
- Adjustments to running time, terminus times/locations and stop spacing to improve schedule adherence and customer satisfaction;
- Identification of minimally used bus stops for potential removal or relocation;

- Identification of new stops or improved amenities required at existing bus stops;
- Identification of the appropriate vehicle type by line and service;
- Efficiency of relief points and vehicle blocking (in conjunction with the operator);
- Service standards (fleet assignment, load factor, performance metrics);
- Identification of available technology that could further improve service delivery.

The Consultant’s project approach to the COA should include several core tasks, including:

- Project Management
- Study/Review Existing System Data
- Data Collection and Analysis
- Title VI service change and fare equity analyses and reporting
- Update and development of Service Standards
- Latent Demand and Market Analysis
- Public Outreach
- Coordination with the operations vendor
- Service Recommendations and Implementation Plan

406 COA - DETAILED SCOPE OF WORK BY TASK

This project will provide in-depth analysis and evaluation of the newly formed Stanislaus Regional Transit Authority’s overall service delivery mix. The project and service plans will identify short-term actions to improve current operations and the effectiveness of the system, as well as a long-range road map for system development and priorities for improvement. Prospective Consultants should approach this Scope of Work as the essential framework from which to construct the COA. The Consultant is highly encouraged to include those opportunities in their technical and cost proposals. The Authority recognizes that there will be trade-offs made in effort levels on some of the tasks to accommodate the Authority’s schedule and budget constraints. We encourage the Consultant to explain as part of their project approach the assumptions and strategic priorities made to accomplish this following work program.

Task 1: Project Management and Coordination/Establish Work Program and Schedule

Key Consultant Activities for this task include:

- Facilitate preliminary workshop to develop guiding principles for development of the system

redesign;

- Establish project timelines, milestones, and schedule;
- Establish schedule for meetings between the Project Manager (PM) for the Consultant, and the Authority staff;
- Develop an outreach plan for communicating with, and gathering data from, the Authority’s staff, operators, the Board of Directors, stakeholders, and community partners;
- Facilitate preliminary workshop to develop guiding principles for development of the system redesign;
- Identify stakeholders;
- Establish meeting schedule, and facilitate TAC meetings

Task	Deliverable
1.1	Final Work Scope
1.2	Project Work Plan and Timeline
1.3	Outreach and Meeting Schedule

Task 2: Studies/Data Review

The Consultant will review key regional planning studies and data recently completed by the Authority, the City of Modesto, the County of Stanislaus, or the Stanislaus County Council of Governments (StanCOG) that may contribute value background to this project, such as:

- City of Modesto General Plan
- City of Modesto Short Range Transit Plan
- Stanislaus County 2011 Short Range Transit Plan
- StanRTA’s FY2022 Budget
- 2019 Transit Efficiency and Innovations Study
- StanRTA Title VI and TAM Plans
- StanCOG Unmet Transit Needs 2021
- Stanislaus County General Plan
- Stanislaus County Demographic and Employment Forecast 2021
- 2021 Draft Coordinated Human Services Plan
- Regional Transportation Plan/Sustainable Communities Strategy (aka Valley Vision Stanislaus)

Task	Deliverable
2.1	Information gathered in this task will be incorporated into and inform the final report

Task 3: Data Collection, Review, and Analysis

- Using data generated from fixed-route vehicles onboard APCs systems, conduct a review of existing data, including stop-level boarding and alighting data
- Using data generated from The Authority’s CAD/AVL systems, conduct a review of allocated running time by segment, pattern, and route. Compile running time information by the time of day and day of week
- Review and analyze route on-time performance (OTP) to identify problematic segments
- Collect, review and analyze socio-economic and demographic data sufficient to support a service and fare equity analysis
- Review ride check reports, farebox reports
- Conduct field review of service area including an assessment of the options and opportunities to expand service in Ceres, Empire, and Salida and outlying portions of the service area
- Analyze the impact of any contraction or expansion of service area on ADA paratransit service
- Develop baseline stop-level, segment level, and time-of-day ridership and operational data
 - a. Ridership activity for each route by direction, trip, and stop by service day
 - b. Ridership activity for each shared stop by route, direction, trip, and service day
 - c. Run times for each route by direction, trip, segment, and service day
 - d. Interlining
 - e. Run times for each shared segment by direction, trip, and service day
 - f. Origin and destination data for each route
- Review Token Transit data (availability may be limited)

The Authority wishes the Consultant to incorporate into their project approach population movement and transportation analytics gathered through cell phone data. The Authority expects the Consultant to develop a cellular analysis plan that includes at minimum:

- a. Sample at least one month per quarter for a year prior to COVID (March 2019 to March 2020) and post COVID (July 2021 to current).

- b. Sampling should span across peak and off-peak transit operations hours
- c. Roadway segment volume
- d. Integrate location data with GIS and APC data layers to better capture the relationships between travel patterns, communities and the transit system
- e. Capture employment locations with relationship to transit system locations
- f. Break down O/D to reflect the volume of traffic originating and terminating from residential, employment, education, shopping, social services, etc.
- g. Mode share
- h. Traveler demographics
- i. Ride times and frequency

Task	Deliverable
3.1	Existing conditions report, including review of any socio-economic and environmental justice concerns
3.2	PDF maps of relevant findings and GIS layer of stop-level ridership (backup provided in excel),
3.3	Summary of O/D data, baseline operational and schedule report
3.4	Mobile location data plan, analysis, report including integration with GIS and APC data
3.5	Run-time analysis for all routes with preliminary recommendations

Task 4: Latent Demand Analysis

The Consultant will assess the potential of expanded transit service in geographic areas where service does not currently exist, is operating below expectations, or is limited. Where possible, this should be identified as latent demand by time of day, origin-destination zones, and user group. In addition, the Consultant team must consider alternate modes of transit—other than fixed route—to address the region’s mobility needs.

- Current census data will be analyzed to identify markets of potential riders that presently have inadequate transit service.
- The analysis will focus on identifying markets of disadvantaged populations (i.e., those persons who because of age, mobility limitations, or low income would rely on public transportation), and commuter travel markets.

- Corroborate analysis with public service requests, interviews with management as well as data collected
- This analysis will identify demographic characteristics of areas with high transit ridership, future land-use planning, and will identify areas that are presently underserved by transit.
- Identify key trip generators with regional travel patterns.

Task	Deliverable
4.1	Summary of Latent Demand Analysis findings with recommendations for service modifications

Task 5: Gather Community Input

The current transit systems have very limited data available in the area of rider or community/non-rider-based surveys to inform the COA process. The COA offers a unique opportunity to gather and establish baseline information that reflects industry best practices. In the workplan, the Consultant should recommend 1) whether surveys would add value to the final COA product, and if so, 2) what types of survey instruments gather data that meaningfully impact ridership levels. Responses should explain the type, and methodology of greatest benefit to the Authority for this effort and in the future. Survey and market research efforts must show added value to the overall objectives of the planning process, particularly in drawing new riders onto public transit. Options considered by the Authority include:

- Review existing rider surveys;
- Develop and conduct one statistically valid survey of riders to determine origin/destination information
- Conduct a broad-based, online survey to supplement data on community transit priorities and needs
- Conduct a survey to gauge attitudes and awareness of public bus service and elicit responses to travel patterns, attitudes towards various transportation modes, demographic and socio-economic data, and other pertinent data.
- Analyze collected data and incorporate it into the transit needs

Task	Deliverable
5.1	Develop a survey strategy and instrument(s) recommendation
5.2	Present to Authority and receive direction to proceed
5.3	Survey instruments prepared and executed
5.4	Tabulate survey results with cross-tab references.

Task 6: Develop Service Standards

- Establish standards based on input from the public in Task 7, staff and the Board of Directors
- Establish comparative route information by service type (local, shuttle or commuter)
- Review and validate productivity indicators (i.e. passengers per hour, mile, trip, farebox recovery) by service type
- Conduct comparison of Authority performance indicators to comparable transit systems
- Prepare a Title VI and environmental justice service equity analysis of the proposed service changes

Task	Deliverable
6.1	Service standards report including classification of routes by service type and productivity
6.2	Title VI Equity and Environmental Justice report

Task 7: Develop and Conduct Public Outreach Program

- Develop a public outreach plan designed to obtain the most feedback from existing riders, as well as non-riders, in the service area;
 - a. Consultant shall as part of the outreach, will work collaboratively with Authority staff to educate the public on how public transit functions. This is a strategy to improve the quality of public input and recommendations provided in outreach meetings
 - b. Consultant shall work with Authority staff to convey principles of transit planning in a digestible means to the public as part of the meeting process
- Facilitate public outreach/input meetings at sites geographically dispersed throughout the

service area once service alternatives are identified. The Authority has identified tentative meeting locations in the West Side, Empire, Ceres, West and South Modesto, and Riverbank.

- The Consultant will make presentations twice to the Authority board. The first will be to present the service alternatives and then to present the final report and action;
 - a. The Consultant shall be responsible for the development and implementation of a plan to notify the public, regional partners, and various stakeholder groups of the study of the meetings;
- The Consultant shall implement the public outreach plan, including:
 - a. Booking meeting locations, providing audio/visual support, meeting room set-up, meeting displays and handouts, and taking notes
 - b. Organize and lead meetings
 - c. Meeting promotional activities including social media, paid media, onboard outreach, flyers, and other approved methods. This would include all printing. The Authority will support Consultant efforts by using its social media channels, website, and on-bus advertising.

Task	Deliverable
7.1	Public outreach plan
7.2	Report detailing public meeting/outreach information gathered including attendees, comments
7.3	Summary/analysis of input received from non-riders and riders
7.4	Presentations to the Board of Directors

Task 8: Fare Study

Assess the fare structure and policies currently in place on the Authority’s transit services, including:

- Determining the distribution of ridership/utilization by fare category;
- Evaluation of local and commuter routes;
- Evaluation of fare pricing, discount, and transfer policy with Turlock Transit;
- Evaluation of employer-sponsored pass programs.
- Evaluate for potential Title VI concerns and prepare Title VI fare equity report

Task	Deliverable
8.1	Analysis and evaluation of existing fare structure and utilization, and a recommendation for an ideal fare structure
8.2	Title VI fare equity analysis and final report

Task 9: Service Recommendations and Implementation Plan with Schedule Development

The Authority uses Remix planning software for its route planning. Data collected there over time may be useful to the Consultant and reduce the time invested in Task 10. Consultants are welcome to incorporate Remix into their approach, at no cost to the Consultant, and should note this in their proposals if interested.

- Consultant shall develop route and schedule recommendations for immediate implementation. These preliminary recommendations should be revenue-neutral and should be based on:
 - a. Analysis of existing operational conditions, including operational and performance data and service standards
 - b. Customer demand and travel patterns (origin-destination information)
 - c. Comparison and alignment of customer demand patterns to system route design
 - d. Public comments
- Each recommendation shall estimate the operational requirements, including:
 - a. Revenue hours and miles
 - b. Revenue trips
 - c. Span of service
 - d. Headways
 - e. Ridership
 - f. Operating cost

The Consultant shall conduct a service equity analysis to determine whether planned changes will have a disparate impact and/or a disproportionate burden.

- g. Any potential disparities will be presented to the Authority.
- h. Time Points
- i. Running time
- j. Schedules

- The Consultant shall develop an implementation plan that considers all the service recommendations.
- The Consultant shall also develop a set of priority recommendations should the annual service hours contract increase
- Using the running time data collected in Task 3, and based on the recommendations in Task 10, the Consultant shall develop timetables for each of the fixed-routes, in conjunction with Authority staff and the operator, that include:
 - a. Blocks
 - b. Vehicle Assignments
 - c. Run Cuts
- The consultant, in close collaboration with the Authority staff and operator, will test and validate:
 - a. Time Points
 - b. Running time
 - c. Schedule

Task	Deliverable
9.1	Final report with recommendations and an implementation plan for service adjustments
9.2	Full schedules, blocks, and a complete run cut for the COA recommended route modifications
9.3	Service Equity Analysis and Report

Task 10: Prepare Draft and Final COA

Develop the Draft Plan for review by the Authority staff and TAC. Once the review is complete, a presentation to the Board of Directors shall occur. Following the public meeting, and when comments are received, the Consultant will prepare the final version of the Study. Final study shall be presented to the Board of Directors for approval. All public comments whether written or verbal shall be incorporated into the final report.

Task	Deliverable
10.1	The Consultant shall prepare and present a draft report with recommended service alternatives, Title VI service and fare equity analysis, and an implementation plan for service adjustments to the Board of Directors.
10.2	The Consultant shall prepare and present final report with preferred service alternatives, Title VI service and fare equity analysis, and an implementation plan for service adjustments to the Board of Directors.
10.3	The Consultant shall provide 1 unbound and 4 bound, hard copies each of the draft and the completed COA and one (1) electronic version provided on Flash Drives
10.4	Electronic file formats for Plans: The final report shall be provided in a PDF format, as well as in a Microsoft Office Word format. Any tabular, graphic or other content created in Excel and PowerPoint shall also be included on the Flash Drive. Maps shall be submitted in GIS Shapefiles, GDB files and PDF as requested. PowerPoint presentation aids in electronic and hard copy formats
10.5	All materials and data compiled, or reports generated, during this study become the property of the Authority

407 PHASE II: SHORT AND LONG RANGE TRANSIT PLANS OVERVIEW

Upon completion of the COA, the Consultant will move into Phase II of this contract, developing short- and long-range transit plans. The SRTP and the LRTP must be completed within 12 months, concluding with Board of Directors approval of the recommendations and implementation plan in approximately August 2022. The SRTP will have a 5-year horizon (FY 2023-26) and the LRTP a 10-year horizon (FY 2023-32). Many of the tasks associated with the development of these two plans are similar or identical in nature and should be carried out simultaneously to the maximum extent possible. Phase II will build upon the work completed in as part of the COA. Tasks outlined for the SRTP and LRTP may be abbreviated by the Consultant to the extent that data generated through the COA process satisfies the task requirements. Likewise, products from the SRTP will be expanded upon in the LRTP.

- A. Short Range Transit Plan.** – The SRTP is a five-year roadmap for the Authority, identifying strengths, challenges, and opportunities associated with service today. The SRTP uses this

information to establish strategies for the Authority to implement over the next five years. The SRTP covers everything from bus stops, routes, and schedules to fares, buses, facilities, financial planning and policies.

- B. Long Range Transit Plan.** – The Authority’s general goals for the Long Range Transit Plan (LRTP) are to establish a baseline assessment of the performance of the transportation system over 10 years, and to identify the projects that best address the needs of the system based on expected population, housing and employment growth through 2032, while taking forecast financial assumptions into account at the same time. The LRTP will provide a financially constrained plan, which considers funding limitations, and also an unconstrained plan, which contains more extensive potential improvements should additional funding sources become available.

408 PHASE II: SHORT AND LONG RANGE TRANSIT PLANS DETAILED WORK PLAN

Together, the goals, objectives, and standards specified for the SRTP and LRTP serve as a basis for the assessment of the system’s performance. It is anticipated that the COA will inform a portion of the work on the SRTP and LRTP. Elements of the S/LRTP work plan may be initiated concurrent with COA activities, overlap them or commence after conclusion of the COA. This is left to the Consultant’s discretion and should be thoroughly explained in the Technical Proposal’s project approach, graphically displayed in the project schedule and conveyed clearly in the Cost Proposal.

Task 11: Project Management, Work Program and Schedule (SRTP & LRTP)

The Consultant will kick off Phase II by creating the project management plan with detailed activities, milestones and schedule and establishing a schedule for meetings between the Project Manager (PM) for the contractor, and Authority staff. Key Activities include:

- Establish project timelines, milestones, and schedule;
- Establish schedule for meetings between the Project Manager (PM) for the Consultant, and the Authority staff;
- Develop an outreach plan for communicating with, and gathering data from, the Authority’s staff, operators, the Board of Directors, stakeholders, and community partners;
- Facilitate preliminary workshop to develop guiding principles for development of the network redesign;
- Identify stakeholders;

- Establish meeting schedule, and facilitate TAC meetings

Task	Deliverable
11.1	Final Work Scope
11.2	Project Work Plan and Timeline
11.3	Outreach and Meeting Schedule

Task 12: Review Regional Plans and Studies (SRTP & LRTP)

Conduct a review of regional planning studies, data, and documents needed to augment research completed during Phase I. This review will inform the recommendations made in final reports.

Task	Deliverable
12.1	Information gathered will be incorporated into the final reports

Task 13: Data Collection & Analysis (SRTP)

Using data generated from the Authority’s onboard APC systems and farebox ridership counts, the Consultant will conduct a review of existing data, including stop-level boarding and alighting data. In addition, using data generated from the Authority’s CAD/AVL system, the Consultant will conduct a review of allocated running time by segment, pattern and route and compile running time information by time of day and day of week. The Consultant will also review ride check reports, farebox reports and rider surveys; conduct a field review of service area; and develop baseline stop-level, segment level and time-of day ridership and operational data to include:

- Ridership activity for each route by direction, trip, and stop by service day
- Ridership activity for each shared stop by route, direction, trip and service day
- Run times for each route by direction, trip, segment and service day
- Run times for each shared segment by direction, trip and service day

Task	Deliverable
13.1	Existing conditions report, including review of any socio-economic and environmental justice concerns

13.2	PDF maps of relevant findings and GIS layer of stop-level ridership (backup provided in excel),
13.3	Summary of O/D data, baseline operational and schedule report

Task 14: Develop Service Standards (SRTP)

The Consultant will develop Route Classifications and Service Standards by Mode, make recommendations for adjustments if deemed appropriate and develop productivity indicators (i.e. passengers per hour, mile, trip, farebox recovery) by service type. This exercise should also include a summary of performance indicators from comparable transit systems.

Task	Deliverable
14.1	Service standards report, including classification of routes by service type Existing conditions report, including review of any socio-economic and environmental justice concerns
14.2	Productivity indicators by route/service type
14.3	Appropriate vehicle type by line and service

Task 15: Prepare an Overview of Capital Assets and Recommendations for Future Needs (SRTP & LRTP)

The Consultant will develop capital improvements programs that cover a five-year time frame for the SRTP and a 10-year horizon for the LRTP. The review should include revenue vehicles, non-revenue vehicles, facilities, and other capital equipment. The SRTP should also include a summary of the Authority’s capital improvements over the most recent five-year period. The Consultant will conduct a brief history review, updating and reporting on the history of the transit system describing the existing facilities and current conditions. The Consultant shall describe and discuss equipment and facility deficiencies and describe proposed remedies. Consultant will describe the fixed route, demand responsive and connecting services and areas served, and the number of vehicles required for each type of service. The Consultant shall provide a general description of the revenue vehicle fleet. The description can be in narrative or graphic format, or a combination of both.

Task	Deliverable
15.1	Facility and equipment assessment and conditions report
15.2	Capital Investment Plan
15.3	Revenue fleet report

Task 16: Operations Plan and Budget (SRTP & LRTP)

Consultant will develop route and schedule recommendations for short range implementation (SRTP) and long term consideration (LRTP). The recommendations should consider alternative service delivery options by time of day and day of week which could include shifting from traditional fixed route operation to other options. These preliminary recommendations should be based on:

- Analysis of existing operational conditions, including operational and performance data, service frequencies, service spans by day of week and service days by route
- A review of running times and stop spacing to improve on-time performance
- Customer demand and travel patterns (origin-destination information)
- Review of available technology that could further improve service delivery and customer satisfaction
- A review of transportation infrastructure improvements planned or underway in the region which may impact existing or future services

Each recommendation will estimate the operational requirements, including: revenue hours and miles; revenue trips; span of service; headways; ridership; vehicles and operating cost. The Consultant will develop an implementation plan that considers all the service recommendations and develop a set of priority-recommendations should annual revenue hours contract or increase.

Task	Deliverable
16.1	Implementation plan for service adjustments and a five-year operating budget (SRTP)
16.2	Implementation plan for service adjustments and a 10-year operating budget (LRTP)

Task 17: Develop Community Outreach Plan and Conduct Public Outreach (SRTP & LRTP)

The Consultant will develop and execute a community outreach plan to obtain information from existing riders and non-riders in the StanRTA service area relevant to the development of the SRTP and LRTP. This outreach effort may include the coordination and facilitation of workshops dispersed throughout Stanislaus County to review and gather public input on the draft plans.

Consultant is expected to:

- Supply all public information materials and translation services (as needed) for the meetings.
- Work collaboratively with Authority staff to secure meeting locations and for all IT needs, as well as creating meeting notices.
- Develop a public outreach plan designed to obtain the most feedback from existing riders, as well as non-riders, in the service area;
- The Consultant will make presentations twice to the Authority board. The first will be to present the service alternatives and then to present the final report and action;

Task	Deliverable
17.1	Community Outreach plan
17.2	Written details of comments, attendees and materials provided at each scheduled meeting and input received through outreach process from riders and non/riders
17.3	Make recommendations for incorporation of community input into the final drafts of the SRTP and LRTP
17.4	Presentation to the Board of Directors

Task 18: Prepare Draft Reports (SRTP & LRTP)

- Develop a public outreach plan designed to obtain the most feedback from existing riders, as well as non-riders, in the service area;
 - a. Consultant shall as part of the outreach, will work collaboratively with Authority staff to educate the public on how public transit functions. This is a strategy to improve the quality of public input and recommendations provided in outreach meetings
 - b. Consultant shall work with Authority staff to convey principles of transit planning

in a digestible means to the public as part of the meeting process

Task	Deliverable
18.1	Draft SRTP and LRTP reports with recommendations and an implementation plan for service and projects during the plans' effective period

Task 19: Financial Plan (SRTP & LRTP)

A principal objective of the SRTP and LRTP is to demonstrate that the Authority is planning a sustainable level of transit service over the planning period, including rehabilitation and replacement of capital assets supported by a financial plan that generates the necessary financial resources. The financial plan takes into consideration expense forecasts, regional and local revenue projections, fare policies, labor or service agreements, competitive demands on funding, regional priorities, and policies.

The SRTP should reflect a "baseline" level of service, taking into consideration the level of service that will be implemented as a result of the COA. All operations expenses and revenues are to be stated in the year of expenditure dollars, with the assumed escalation factors stated. All sources of revenue shown in the operations and the capital financial plan should be identified individually. All assumptions that relate to expenditure and revenue estimates must also be documented, including specification of ridership or sales growth (if appropriate) separately from inflation forecasts.

- The operations budget must be sustainable and generally balanced each year throughout the SRTP, using currently available or reasonably projected revenues.
- Where increases in fiscal revenues (e.g., fares, sales taxes, general fund revenues) are required to sustain existing service levels, describe and discuss the steps and timelines needed to achieve the revenue increases and the contingent policies and actions that will be taken if the proposed revenue increases do not materialize.
- Fare Structure. Consultant shall make recommendations for any fare structure changes required beyond the recommendation made in the COA. Recommendations should be broken down into the various service types operated by the. Provide analysis and recommendations for most effective fare structure to maximize ridership and meet fare recovery ratio requirements.

Task	Deliverable
19.1	Five-year capital improvement program and budget for SRTP
19.2	Ten-year capital improvement program and budget for LRTP
19.3	Final overarching financial plan with recommendations, an implementation plan for service adjustments, a five-year operating budget projection (SRTP), and a 10-year projection (LRTP)

Task 20: Prepare Final Report (SRTP & LRTP)

Develop the Draft Plan for review by the Authority staff and TAC. Once the review is complete, a presentation to the Board of Directors shall occur. Following the public meeting, and when comments are received, the Consultant will prepare the final version of the Study. All public comments whether written or verbal shall be incorporated into the final report. Proposer shall provide the following:

Task	Deliverable
20.1	Present final report to the Board of Directors for Approval
20.2	The Consultant shall provide 4 bound, hard copies each of the completed Long and Short Range Transit Plans and one (1) electronic version of each provided on Flash Drives
20.3	Electronic file formats: The final report shall be provided in a PDF format, as well as in a Microsoft Office Word format. Any tabular, graphic or other content created in Excel and PowerPoint shall also be included on the Flash Drives. Maps shall be submitted in GIS Shapefiles or GDB files. PowerPoint presentation aids in electronic and hard copy formats
20.4	All materials and data compiled, or reports generated, during this study become the property of the Authority

**Stanislaus Regional Transit Authority
(StanRTA)**

REQUEST FOR PROPOSALS

NO. 2021-04

FOR

**COMPREHENSIVE OPERATIONAL ANALYSIS
& SHORT AND LONG RANGE TRANSIT PLANS**

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

1.0. SCOPE OF SERVICES

1.1. 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.

1.2. 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.

1.3. 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.

2.0. TERM

2.1. 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.

3.0. TERMINATION

3.1. 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.

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

3.3. 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.

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

3.5. 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.

3.6. 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.

4.0. COMPENSATION AND METHOD OF PAYMENT

4.1. 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.

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

4.3. 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).

4.4. 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:

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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.

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

5.0. CHANGES AND EXTRA SERVICES

5.1. 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.

5.2. 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.

6.0. INSURANCE

6.1. 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:

A. 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.

B. 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.

C. 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.

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

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

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

- A. 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.

- B. Worker's Compensation Coverages.

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

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

- A. 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.

- B. 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.

6.5. 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.

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

7.0. STATUS OF CONSULTANT

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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: _____

8.0. DEFENSE AND INDEMNIFICATION

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

9.0. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

9.1. 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.

10.0. StanRTA PROPERTY

10.1. 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.

10.2. 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.

10.3. 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.

11.0. COPYRIGHTS

11.1. 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.

12.0. SUBCONTRACTS

12.1. 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.

12.2. 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.

13.0. ASSIGNMENT OF AGREEMENT

13.1. 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.

14.0. EQUAL EMPLOYMENT OPPORTUNITY

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. 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.

15.0. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E.)

15.1. 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.).

15.2. 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.

15.3. 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.

15.4. 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.

15.5. 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.

15.6. 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.

15.7. 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.

16.0. NONDISCRIMINATION CIVIL RIGHTS ACT OF 1964

16.1. 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.

17.0. PROHIBITED INTEREST

17.1. 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.

18.0. CONFLICTS

18.1. 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.

18.2. 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.

18.3. 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.

19.0. COVENANT AGAINST CONTINGENCY FEES

19.1. 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.

20.0. STATEMENT OF COMPLIANCE

20.1. 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.

21.0. DEBARMENT AND SUSPENSION CERTIFICATION

21.1. 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.

21.2. 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.

22.0. LAWS AND REGULATIONS

22.1. 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.

23.0. RECORDS AND AUDIT

23.1. 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.

23.2. 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.

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

24.0. COST PRINCIPLES

24.1. 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.

25.0. WAIVER OF DEFAULT

25.1. 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.

26.0. FORCE MAJEURE

26.1. 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.

27.0. RESOLUTION OF CONFLICT

27.1. 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.

28.0. SEVERABILITY

28.1. 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.

29.0. AMENDMENT

29.1. 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.

30.0. NOTICES

30.1. 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

FAX:

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.

31.0. ENTIRE AGREEMENT

31.1. 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.

32.0. BENEFIT OF AGREEMENT

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

33.0. COUNTERPARTS AND ELECTRONIC SIGNATURES

33.1. 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.

33.2. 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
(StanRTA)**

REQUEST FOR PROPOSALS

NO. 2021-04

FOR

**COMPREHENSIVE OPERATIONAL ANALYSIS
& SHORT AND LONG RANGE TRANSIT PLANS**

**PART VI
EXHIBITS**

EXHIBIT A

PROPOSAL LETTER

Proposal Letter Form

Mr. Phil McGuire, CEO
Stanislaus Regional Transit Authority
912 11th Street, Suite 100
Modesto CA, 95354

RE: RFP No. 2021-04

(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 912Term.

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

Phase I - COA

	Prime Consultant				Subconsultant(s)				TOTAL
	Name	Name	Name	TOTAL PRIME	Name	Name	Name	TOTAL SUB	Cost by Task
Billing (Loaded) Rate				Hours	Cost (\$)			Hours	Cost (\$)
Raw Rate					#REF!				\$0
Percentage of time dedicated to project									
1. Project Mgt, Work Program & Schedule									
1.1 Schedule, milestones, tasks, plan				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 1	0	0		0	\$0	0	0	0	\$0
2. Studies/Data Review									
2.1 Analyze background studies and plans				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 2	0	0		0	\$0	0	0	0	\$0
3. Data Collection, Review & Analysis									
3.1 Gather and analyze system data, existing conditions				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 3	0	0		0	\$0	0	0	0	\$0
4. Latent Demand Analysis									
4.1 Analyze latent demand and make recommendations				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 4	0	0		0	\$0	0	0	0	\$0
5. Gather Community Input									
5.1 Survey strategy riders/nonriders				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 5	0	0		0	\$0	0	0	0	\$0
6. Develop Service Standards									
6.1 Analyze and recommend new service standards, Title VI				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 6	0	0		0	\$0	0	0	0	\$0
7. Develop and Conduct Public Outreach Program									
7.1 Craft, conduct outreach plan and analyze input				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 7	0	0		0	\$0	0	0	0	\$0
8. Fare Study									
8.1 Analyze fare structure and make recommendations				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 8	0	0		0	\$0	0	0	0	\$0
9. Service Recommendations, Implementation Plan w Schedule									
9.1 Analyze options for partial/full consolidation of four providers				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 9	0	0		0	\$0	0	0	0	\$0
10. Prepare Draft and Final COA Reports									
10.1 Prepare system alternatives, present to Board				0	\$0			0	\$0
Deliverables:				0	\$0			0	\$0
TOTAL TASK 10	0	0		0	\$0	0	0	0	\$0
TOTAL DIRECT LABOR	#REF!	#REF!		#REF!	#REF!	0	0	0	\$0
TOTAL SUBCONTRACTOR LABOR						0	0	0	\$0
Direct Costs									
Travel (Airfare, Hotel, Car Rental, Per Diem, Mileage) ¹									\$0
Production									\$0
Miscellaneous									\$0
TOTAL DIRECT COSTS									\$0
Management Fee & Profit (XX%)					#REF!				#REF!
TOTAL BUDGET					#REF!				#REF!
% of costs					#REF!				#REF!

¹Subcontractor travel expenses included

Direct Costs (for Internal Use Only)

									TOTAL
Trips per person									
Hotel nights per person									
Airfare WA/OR - \$600					\$0				\$0
Hotel \$160 per night					\$0				\$0
Per Diem \$70					\$0				\$0
Car Rental \$70 day					\$0				\$0
Parking \$20 day					\$0				\$0
Mileage @.545					\$0				\$0
	\$0	\$0			\$0				\$0
Production (Draft reports, final reports, tech memos, etc)									\$0
Misc									\$0
TOTAL DIRECT COSTS					\$0				\$0

Phase II - Short and Long Range Transit Plans

	Prime Consultant				Subconsultant(s)				TOTAL	
	Name	Name	Name	TOTAL PRIME	Name	Name	Name	TOTAL SUB	Cost by Task	
Billing (Loaded) Rate				Hours	Cost (\$)			Hours	Cost (\$)	
Raw Rate					#REF!				\$0	
Percentage of time dedicated to project										
11. Project Mgt. Work Program & Schedule										
11.1 Schedule, milestones, tasks, plan				0	\$0				\$0	\$0
Deliverables:				0	\$0				\$0	\$0
TOTAL TASK 1	0	0		0	\$0	0	0	0	\$0	\$0
12. Review Regional Plans and Studies										
12.1 Analyze background studies and plans				0	\$0				\$0	\$0
Deliverables:				0	\$0				\$0	\$0
TOTAL TASK 2	0	0		0	\$0	0	0	0	\$0	\$0
13. Data Collection, Review & Analysis										
13.1 Gather and analyze system data, existing conditions				0	\$0			0	\$0	\$0
Deliverables:				0	\$0			0	\$0	\$0
TOTAL TASK 3	0	0		0	\$0	0	0	0	\$0	\$0
14. Develop Service Standards										
14.1 Service Standards Report				0	\$0			0	\$0	\$0
Deliverables:				0	\$0			0	\$0	\$0
TOTAL TASK 4	0	0		0	\$0	0	0	0	\$0	\$0
15. Capital Assets & Future Needs										
15.1 Facility assessment, CIP, Fleet				0	\$0			0	\$0	\$0
Deliverables:				0	\$0			0	\$0	\$0
TOTAL TASK 5	0	0		0	\$0	0	0	0	\$0	\$0
16. Operations Plan & Budget										
16.1 SRTP & LRTP Implementation Plans				0	\$0			0	\$0	\$0
Deliverables:				0	\$0			0	\$0	\$0
TOTAL Task 6	0	0		0	\$0	0	0	0	\$0	\$0
17. Develop and Conduct Public Outreach Program										
17.1 Craft, conduct outreach plan and analyze input				0	\$0			0	\$0	\$0
Deliverables:				0	\$0			0	\$0	\$0
TOTAL TASK 7	0	0		0	\$0	0	0	0	\$0	\$0
18. Prepare Draft SRTP & LRTP										
18.1 Reports presented to the Board				0	\$0			0	\$0	\$0
Deliverables:				0	\$0			0	\$0	\$0
TOTAL TASK 8	0	0		0	\$0	0	0	0	\$0	\$0
19. Financial Plan										
19.1 Prepare CIP Program & Budget				0	\$0			0	\$0	\$0
Deliverables:				0	\$0			0	\$0	\$0
TOTAL TASK 9	0	0		0	\$0	0	0	0	\$0	\$0
20. Prepare Draft and Final SRTP & LRTP Reports										
20.1 Prepare final plans, present to Board				0	\$0			0	\$0	\$0
Deliverables:				0	\$0			0	\$0	\$0
TOTAL TASK 10	0	0		0	\$0	0	0	0	\$0	\$0
TOTAL DIRECT LABOR	#REF!	#REF!		#REF!	#REF!					#REF!
TOTAL SUBCONTRACTOR LABOR						0	0	0	0	\$0
Direct Costs										
Travel (Airfare, Hotel, Car Rental, Per Diem, Mileage) ¹										\$0
Production										\$0
Miscellaneous										\$0
TOTAL DIRECT COSTS										\$0
Management Fee & Profit (XX%)					#REF!					#REF!
TOTAL BUDGET					#REF!					#REF!
% of costs					#REF!				#REF!	#REF!

¹Subcontractor travel expenses included

Direct Costs (for Internal Use Only)

	McGuire Management				Nelson\Nygaard				TOTAL
Trips per person									
Hotel nights per person									
Airfare WA/OR - \$)				\$0				\$0	
Hotel \$ per night				\$0				\$0	
Per Diem \$				\$0				\$0	
Car Rental \$ day				\$0				\$0	
Parking \$ day				\$0				\$0	
Mileage @.				\$0				\$0	
	\$0	\$0		\$0				\$0	\$0
Production (Draft reports, final reports, tech memos, etc)									\$0
Misc									\$0
TOTAL DIRECT COSTS				\$0					\$0

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Cost Proposal Signature Page

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. 2021-04

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):		