

REPORT TO SHASTA COUNTY RTPA

SUBJECT	MEETING DATE	ITEM NUMBER
Rural Statewide Google Transit Implementation Project Personal Services Agreement	7/27/2010	4-4

RECOMMENDATION

It is recommended that the Board authorize the Chair to execute the attached agreement (Exhibit B) with Trillium Insight not to exceed \$98,009, for services related to the Rural Statewide Google Transit Implementation Project, hereinafter referred to as Phase 2.

SUMMARY

Google Maps/Transit is an online trip planner for planning trips on participating transit services. Phase 2 includes additional rural counties, and secures a 3-year agreement for publishing software support for Phase 1 counties. The consulting firm of Trillium Insight is recommended based on a competitive evaluation process.

DISCUSSION

On April 27, 2010, the Board authorized staff to distribute a Request for Proposal for consultant services for Phase 2. Five proposals were received.

The review panel recommends Trillium Insight based on overall technical ability and experience implementing Google Transit. On Caltrans recommendation, Phase 2 counties will have the option to select preferred publishing software after implementation. The following table lists the firms, rank, and bid amount:

Consultant	Rank	Bid	Less Phase 2 software fees and contingency	Total agreement for services
Trillium Insight	1	\$ 123,749	\$ 25,740	\$ 98,009
Iteris	2	\$ 123,750		
Marcy Jaffe	3	\$ 123,472		
Caliper Corporation	4	\$ 116,600		
Next Insight	5	\$ 86,365		

It is recommended that the Board authorize the Chair to execute an agreement with Trillium Insight, not to exceed \$98,009, to implement Phase 2 counties and provide subscription software for Phase 1 counties. Exhibit A provides a cost breakdown by task. The project is 100% funded with federal and state grants, including RTPA staff time.

ALTERNATIVES

The Board could choose to not execute the agreement. This is not recommended since Phase 2 provides continued trip planner software support to transit agencies in Siskiyou, Shasta, Tehama, and Trinity counties. The Board could choose to select a different consultant.

OTHER AGENCY INVOLVEMENT

Caltrans District 2, Caltrans Division of Mass Transportation, Eastern Sierra Transit, and the Redding Area Bus Authority participated in evaluating proposals. Grant funding is provided by the Federal Transit Administration and Caltrans. The Technical Advisory Committee (TAC) concurs with the staff recommendation.

FINANCING

Consultant services and RTPA staff time are 100% funded by grants from the Federal Transit Administration and Caltrans.



Daniel S. Little, AICP, Executive Director

DSL/SLC/jac

Attachment: A. Trillium Insight Cost Proposal
B. Trillium Insight Personal Services Agreement

Section 6. Budget

Task	Aaron Antrim	Trillium support staff	Total Hours	Personnel costs	Travel costs	Software subscription	Total costs	
Hourly cost	\$128	\$65						
				Part 1				
Task A: Project scoping	19	3		\$2,627	\$610		\$3,237	
Task B: Resource survey	30	10	40	\$4,490			\$4,490	
Task C: Stop geo-location.	1	180	181	\$11,828	\$3,500		\$15,328	
Task D: Prepare Google Transit data	16	200	216	\$15,048			\$15,048	
Task E: Q.A., resolution of technical and display issues	60	55	115	\$11,255			\$11,255	
Task F: Implementation	30	0	30	\$3,840			\$3,840	
Task G: Documentation and training	22	0	22	\$2,816			\$2,816	
				Part 2				
Task H: Ongoing support (see next page for itemized costs)			0	\$0		\$39,600	\$39,600	
				Part 3				
Task I: Inventory Shasta County HST providers	2	4	6	\$516			\$516	
Task J: 2-1-1 web portal interface (itemized costs, next page)	61	0	61	\$7,808	\$700	\$4,050	\$12,558	
Task K: Report to California Rural Counties Task Force	12	0	12	\$1,536	\$1,150		\$2,686	
Total	253	452	683	\$61,764	\$5,960	\$43,650	\$111,374	87,974
Contingency fee							\$12,375	10,035
Total proposed budget							\$123,749	98,009

Itemized cost per agency for WebSchedule subscription

System	Cost
Amador Regional Transit Authority	\$1,600
Calaveras Transit	\$1,600
Eastern Sierra Transit (Inyo/Mono)	\$1,600
Lassen Rural Bus	\$1,000
Sage Stage (Modoc)	\$1,000
Plumas Transit	\$1,000
Redding Area Bus Authority	\$2,400
Siskiyou Transit and General Express	\$1,000
Tehama Rural Area Express	\$1,000
Trinity Transit	\$1,000
Total per year	\$13,200
Total, 3 years	\$39,600

Subscription fees for Phase 2 counties removed from agreement. Counties may have option to select a preferred publishing tool.

\$16,200

Itemized cost per human service transportation agency for maintaining information

System	Cost
RABA- Demand-Response system	\$450
Shasta Senior Nutrition Programs, Inc. (SSNP)	\$450
Shasta County Opportunity Center (OC)	\$450
Total per year	\$1,350
Total, 3 years	\$4,050

**PERSONAL SERVICES AGREEMENT BETWEEN THE SHASTA COUNTY REGIONAL
TRANSPORTATION PLANNING AGENCY AND
AARON ANTRIM
FOR THE RURAL STATEWIDE GOOGLE TRANSIT IMPLEMENTATION PROJECT**

This agreement is entered into between the Shasta County Regional Transportation Planning Agency ("SCRTPA") and Trillium Insight, an Oregon corporation, ("Consultant") for the purpose of implementation and software subscription for Google Maps/Transit trip planner in rural California counties.

1. RESPONSIBILITIES OF CONSULTANT.

- A. The Rural Statewide Google Transit Implementation Project contains the following components
- 1) Implement Amador Regional Transit Authority, Calaveras Transit, Eastern Sierra Transit, Lassen Rural Bus, and Plumas Transit on Google Maps/Transit trip planner;
 - 2) Provide triennial service for ongoing support and application hosting for Google Transit Feed Specification (GTFS) publishing software for the Redding Area Bus Authority, Siskiyou Transit and General Express, Tehama Rural Area Express, and Trinity Transit;
 - 3) Prepare and maintain GTFS 2-1-1 interface for the Redding Area Bus Authority, Shasta Senior Nutrition Programs, Inc., and Shasta County Opportunity Center;
 - 4) Continue resolution of outstanding trip planner issues as identified in the *Northern California Google Transit Feasibility Study and Implementation Plan*; and
 - 5) Pursuant to the terms and conditions of this agreement, Consultant shall perform the services described in Exhibit A to this agreement which is attached hereto and incorporated within.
- B. As required by Government Code Section 7550, each document or report prepared by Consultant for or under the direction of the SCRTPA pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: agency name, agreement number, and dollar amount.
- C. The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in

the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

2. RESPONSIBILITIES OF THE SCRTPA.

The SCRTPA has been identified as the lead agency by the Department of Transportation/Division of Mass Transportation for the purpose of implementation and software subscription for Google Maps/Transit trip planner in rural California counties. The SCRTPA has agreed to provide oversight during implementation and ongoing support.

The SCRTPA shall compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

3. COMPENSATION.

SCRTPA shall compensate consultant for labor costs and materials costs actually incurred in accordance with Exhibit B, which is attached hereto and incorporated herein.

In no event shall compensation paid by SCRTPA to Consultant pursuant to this agreement exceed \$98,009.

4. BILLING AND PAYMENT.

Upon review and approval by the lead agency, SCRTPA agrees to reimburse Consultant for allowable costs upon receipt of an invoice that is itemized per the attached budget in the Consultants proposal, and otherwise meets the requirements of the standard agreement. Incomplete or disputed invoices shall be returned to Consultant, unpaid for correction.

SCRTPA shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

5. TERM OF AGREEMENT.

This agreement shall commence as of the date it has been signed by both parties and shall end July 27, 2013.

6. TERMINATION OF AGREEMENT (See Section VIII: Additional Termination Clauses).

7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.

A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the SCRTPA Executive Director.

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the SCRTPA. The waiver by the SCRTPA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the SCRTPA to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of the SCRTPA is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were the SCRTPA employee. The SCRTPA shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under the SCRTPA's workers' compensation insurance plan nor shall Consultant be eligible for any other SCRTPA benefits. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

10. INDEMNIFICATION.

For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless the SCRTPA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

11. INSURANCE COVERAGE.

- A. Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the SCRTPA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the SCRTPA.
- A. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or services prescribed in this agreement.

- B. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. Consultant shall require subcontractors to furnish satisfactory proof to the SCRTPA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the SCRTPA Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance that names *the SCRTPA, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days' written prior notice certain to the SCRTPA*. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
 - (5) Consultant shall provide the SCRTPA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during

the term of this agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, the SCRTPA may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide the SCRTPA a certificate of insurance reflecting those limits.

12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the SCRTPA, Consultant shall give prompt and timely notice thereof to the SCRTPA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

13. LICENSES AND PERMITS.

Consultant shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by the SCRTPA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by the SCRTPA.

14. PERFORMANCE STANDARDS.

Consultant shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's services.

15. NOTICES.

- A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to the SCRTPA: Executive Director
Shasta County Regional Transportation
Planning Agency
1855 Placer Street
Redding, CA 96001

If to Consultant: Trillium Insight, Inc.
14525 SW Millikan #7680
Beaverton, OR 97005

- B. Written notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

16. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code Section 1654.

17. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant shall comply with the California Political Reform Act (Government Code Sections 87100, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the SCRTPA's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any SCRTPA decisions which may affect Consultant's financial interests. If required by the SCRTPA's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code Section 53234 *et seq.*

18. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

19. SCOPE AND OWNERSHIP OF WORK.

The scope of work shall be as prescribed in Paragraph 1. All research data, reports, and every other work product of any kind or character arising from or related to the scope of work of this agreement shall become the property of the SCRTPA and be delivered to the SCRTPA upon completion of its authorized use pursuant to this agreement. The SCRTPA may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the SCRTPA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

20. USE OF SCRTPA PROPERTY.

Consultant shall not use SCRTPA premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

21. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or SCRTPA ordinance, 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.

22. THIRD-PARTY CONTRACT REQUIREMENTS.

The selected firm/consultant will be required to comply with all Federal Transit Administration (FTA) and California DOT (DOT) required Third-Party Contract provisions.

- 1. Source of Funding. This contract entered on July 27, 2010 between the **Shasta County Regional Transportation Planning Agency** and Trillium Insight, Inc. for consultant services is being funded with the following fund source(s) and amount:

Fund Source	Amount
Caltrans FTA Section 5304 Planning Funds	\$ 98,009
Total Funding Available	\$ 98,009

- 2. Antitrust Claims. The Consultant, by signing this contract, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Consultant shall comply with the requirements of the Government Codes Sections set out below.

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the SCRTPA or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professional Code.
 - 2. "Public purchasing body" means the SCRTPA or the subdivision of agency making a public purchase. Government Code Section 4550.
- B. The Consultant agrees to assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Consultant for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Consultant. Government Code Section 4552.

- 3. Procurements. All procurements, including local procurement of supplies, equipment, construction, and services shall be conducted in accordance with the Procurement Standards set forth in FTA's implementing regulations of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Contracts to California DOT and Local Governments" and 2 CFR Part 225 or 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-profit Organizations" and 2 CFR Part 230 and FTA Circular 4220.1F, "Third-Party Contracting Guidance."

4. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any federal assistance funds awarded to SCRTPA on behalf of the California DOT to support procurements using exclusionary or discriminatory specifications.
5. Record Keeping. The Consultant and all subConsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Contract and all subcontracts.
6. Accounting Records. The Consultant shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the project. The Consultant's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California DOT. All records shall provide a breakdown of total costs charged to the project including properly executed payrolls, time records, invoices and vouchers.
7. Examination of Records. The SCRTPA, the California DOT's Audits Office, the California DOT Auditor General, and any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant and its subConsultants that are pertinent to this Contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The Consultant shall include a clause to this effect in every subcontract entered into relative to the project.
8. Debarment and Suspension. The Consultant agrees as follows:
 - A. The Consultant agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by the California DOT, the Consultant agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from federal procurement or Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and Consultants declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
 - C. Before entering into any subcontracts with any subConsultant, the Consultant agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that SCRTPA and its "principals," as defined at 49 CFR Part 29.
 - D. Before entering into any third-party contract exceeding \$25,000, the Consultant agrees to obtain a debarment and suspension certification from each third-party Consultant containing information about the debarment and suspension status of that third-party Consultant and its "principals," as defined at 49 CFR 29.105(p). The Consultant also agrees to require each third-party Consultant to refrain from awarding any third-party sub-contract of any amount (at any tier) to a debarred or

suspended subConsultant, and to obtain a similar certification from any third-party subConsultant (at any tier) seeking a contract exceeding \$25,000.

9. Compliance with Federal Statutes. During the performance of this Contract, the Consultant, its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee recipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements the California DOT may issue.
- B. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subConsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment. Further, In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements the California DOT may issue.
- C. Solicitations for Subcontracts Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subConsultant or supplier shall be notified by the Consultant of the subConsultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the SCRTPA or the California DOT to be pertinent to

ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the SCRTPA or the California DOT as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. In accordance with 49 CFR Part 26 and as described in FTA Circular 4702.1, and the California DOT Title VI Program Plan, and upon request from the SCRTPA, the Consultant shall comply with the following reporting requirements. The Consultant is also responsible for ensuring compliance of each third-party Consultant at any tier of the project.
1. Provide an Annual Title VI Certification and Assurance.
 2. Establish and maintain Title VI complaint procedures.
 3. Record Title VI investigations, complaints, and lawsuits.
 4. Provide meaningful access to Limited English Proficient Persons.
 5. Notify beneficiaries of protection under Title VI.
 6. Provide additional information upon request.
 7. Prepare and submit a Title VI Report.
 8. Guidance on conducting an Analysis of Construction project's.
 9. Guidance on promoting Inclusive Public Participation.
- F. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the SCRTPA shall impose such contract sanctions as it or the California DOT may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the Consultant under the Contract until the Consultant complies, and/or
 2. Cancellation, termination or suspension of the Contract, in whole or in part.
- G. Incorporation of Provisions. The Consultant shall include the provisions of these paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any subConsultant or procurement as the SCRTPA or the California DOT may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subConsultant or supplier as a result of such direction, the Consultant may request the SCRTPA to enter into such litigation to protect the interest of the SCRTPA, and, in addition, the Consultant may request the U.S. DOT to enter into such litigation to protect the interests of the U.S. DOT.
10. Disadvantaged Business Enterprise. The Consultant agrees to comply with U.S. DOT regulations, "Participation by Disadvantaged Enterprises in DOT Financial Assistance Programs", 49 CFR Part 26 and will cooperate with California DOT with regard to maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum opportunity to compete for sub contractual work under this Agreement.

11. Section 504 and Americans with Disabilities Act Program Requirements. The Consultant will comply with 49 C.F.R. Parts 27, 37 and 38, implementing the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
12. Energy Conservation. The Consultant agrees to comply with the mandatory energy efficiency standards and policies within the applicable California DOT energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. § 6321 *et seq.*
13. Conflict of Interest.
 - A. In accordance with 41 U.S.C. § 22, no member of or delegate to the Congress of the U.S. DOT shall be admitted to any share or part of this Contract or to any benefit arising there from.
 - B. The Consultant certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Contract shall have any personal financial interest or benefit which either directly or indirectly arises from this Contract.
 - C. The Consultant shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - D. The Consultant will not be awarded a contract if the financial interests are held by a current officer or employee of the SCRTPA. Additionally, a contract will not be awarded to an officer or employee of the SCRTPA to provide goods and service. Likewise, the Consultant officials and employees shall also avoid actions resulting in or creating an appearance of:
 1. Using an official position for private gain;
 2. Giving preferential treatment to any particular person;
 3. Losing independence or impartiality;
 4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
 - E. Former California DOT employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to this contract, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from California DOT service.
 - F. Neither the Consultant nor any of its employees, suppliers or subConsultants shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Consultant or its subConsultant, during the project term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the project term any such interest, and if such interest is immediately disclosed to the Consultant and such disclosure is entered upon the Minutes of the Consultant's written report to the SCRTPA of such

interest, the SCRTPA, may waive the conflict of interest; provided that the officer or employee shall not participate in any action by the Consultant or the locality relating to such contract, subcontract, or arrangement.

- G. No member, officer, or employee of the Consultant or of the locality during the project term or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- H. The provisions of this subsection shall not be applicable to any contract between the Consultant and its fiscal depositories or to any contract for utility services, the rates for which are fixed or controlled by a governmental agency.

14. Lobbying.

- A. The Consultant agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. DOT Regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the bid is for an award of \$100,000 or more, the SCRTPA will not make any federal assistance available to the Consultant until the SCRTPA has received the Consultant's certification that the Consultant has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement or any other federal award from which funding for the project is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of Congress, or an employee of a member of congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

This Contract is a material representation of facts upon which reliance was placed when this Contract was made or entered into. Signing of this Contract is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, U. S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. Program Fraud and False or Fraudulent California DOT or Related Acts.

- A. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of an underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any California DOT it has made, it makes, it may make, or causes to be made, and pertaining to that underlying contract or the federally assisted project for which this contracted work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, California DOT, submission, or certification, the federal government

reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the federal government deems appropriate.

- B. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, California DOT, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the California DOT under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the federal government deems appropriate.
- C. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the California DOT. It is further agreed that these clauses shall not be modified, except to identify the subConsultant who will be subject to the provisions.

16. Contracts Involving Federal Privacy Act Requirements. The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the federal government under any contract:

- A. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the federal government before the Consultant or its employees operate a system of records on behalf of the federal government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.
- B. The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the California DOT.

17. Drug-Free Workplace. The Consultant certifies by signing this Contract that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government code Section 8355, et seq. The Consultant is required to include the language of this Paragraph in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the Consultant, any third-party Consultant at any tier, any SCRTPA at any tier, or their employees, perform a safety sensitive function under the project, the Consultant agrees to comply with, and assure the compliance of each affected third-party Consultant any tier, each affected SCRTPA at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

18. Additional Termination Clauses.

- A. Termination for Convenience. When it is in the SCRTPA best interest, the SCRTPA reserves the right to terminate this Contract, in whole or in part, at any time by providing a ten (10) day written notice to the Consultant. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the SCRTPA. If the Consultant has any property in its possession belonging to the

SCRTPA, the Consultant will account for the same, and dispose of it in the manner the SCRTPA directs.

- B. Lack of Beneficial Results. This Contract may also be terminated if the SCRTPA and the Consultant agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the project equipment or otherwise complete the project.
 - C. Termination for Default. The SCRTPA may terminate this Contract upon a finding that the Consultant has not made satisfactory progress toward procuring the project equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Contract, has not billed for operating assistance funds within twelve (12) months of execution of this Contract, or that the Consultant is otherwise not complying with the terms of this Contract. Termination shall be by written notice specifying the reason for termination and giving the Consultant thirty (30) days to correct the default. The SCRTPA shall be the sole judge as to whether the Consultant's corrective measures are adequate. If the Consultant fails to remedy to the SCRTPA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract the SCRTPA shall have the right to terminate the Contract without any further obligation to the Consultant. Any such termination for default shall not in any way operate to preclude the SCRTPA from also pursuing all available remedies against the Consultant.
 - D. Period of Performance Extension. If it is later determined by the SCRTPA that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the SCRTPA, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.
 - E. Mutual Termination. The project may also be terminated if the SCRTPA and the Consultant agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the project equipment or otherwise complete the project.
19. Disputes. The SCRTPA and the Consultant shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Consultant shall submit to the authorized SCRTPA Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The SCRTPA Representative shall make a written decision regarding the dispute and will provide it to the Consultant. The Consultant shall have an opportunity to challenge the SCRTPA Representative's determination but must make that challenge in writing within ten (10) working days to the SCRTPA's Executive Director or his/her designee. If the Consultant challenge is not made within the ten (10) day period, the SCRTPA Representative shall become the final decision of the SCRTPA. The SCRTPA and the Consultant shall submit written, factual information and supporting data in support their respective positions. The decision of the SCRTPA shall be final, conclusive and binding regarding the dispute, unless the Consultant commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.
20. Third Party Procurement. In accordance with applicable U.S. DOT third-party procurement regulations in FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, and any later revision thereto, the Consultant agrees that it may not use FTA assistance to

support its procurements unless there is satisfactory compliance with federal laws and regulations including but not limited to the following:

- A. To California DOT clearly that the final contract award to any bidder requires prior written approval by the SCRTPA and that bids are consistent with the project equipment description identified in the Standard Agreement, Exhibit A, Scope of Work between California DOT and the SCRTPA.
 - B. To comply with applicable federal laws and regulations including, but not limited to, federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required federal procurement provisions in each subcontract financed in whole or in part with federal assistance provided by FTA.
 - C. To comply with the requirements of 49 U.S.C. § 5325(b) to award a third-party contract using a competitive procurement process.
 - D. To comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Consultant agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the federal government determines otherwise in writing.
 - E. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the California DOT energy conservation, plan issued in compliance with the Energy Policy and Conservation Act.
 - F. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit project's," 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
 - G. Consultant shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the project. The Consultant's failure to comply with all mandates shall constitute a material breach of this Contract.
21. Amendments to Federal, California DOT and Local Laws, Regulations and Directives. The terms of the most recent amendment to any federal, California DOT, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the project to the maximum extent feasible, unless the California DOT provides otherwise in writing.
22. Disposition of Equipment. The disposition of all project equipment shall be made in accordance with the requirements set forth in FTA's implementing regulations of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Contracts to California DOT and Local Governments" and FTA Circular 9040.1F or 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-profit Organizations" and FTA Circular 9070.1F. Whenever any project equipment is

withdrawn from the project for any reason, the Consultant shall immediately notify the SCRTPA. Should the project be terminated, all property procured under this contract becomes property of the SCRTPA and may be transferred to other eligible Consultants at the sole discretion of the SCRTPA. At the option of the SCRTPA, the Consultant shall do one of the following:

- A. Written Notice of Termination. The SCRTPA may terminate this contract upon finding that the Consultant is not operating the project equipment in accordance with the project description in the Scope of Work, or that the Consultant is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the Consultant thirty (30) days to correct the default. The SCRTPA shall be the sole judge as to whether the Consultant's corrective measures are adequate. If Consultant fails to remedy to SCRTPA's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract the SCRTPA shall have the right to terminate the contract without any further obligation to the Consultant. Any such termination for default shall not in any way operate to preclude the SCRTPA from also pursuing all available remedies against Consultant and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the SCRTPA reserves the right to seize vehicles or equipment procured under this contract.
 - B. Remit to the SCRTPA the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition, if any, of project equipment which shall be based on the percentage of the FTA grant funds paid by Consultant under this contract. Fair market value shall be deemed to be the value of the project equipment as determined by a competent appraisal at the time the equipment is withdrawn from use; and
 - C. Return the equipment to the SCRTPA in the same condition as when received by the Consultant, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the Consultant to the SCRTPA in order to avoid any SCRTPA liability to the California DOT or to others.
23. Insurance. While the project equipment is in the possession or control of the Consultant, the Consultant shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- A. The minimum limits of liability, shown below in parts J and K, may be increased by the SCRTPA at any time upon thirty (30) days notice to the Consultant.
 - B. The Consultant shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the project equipment, with deductibles acceptable to the SCRTPA. This insurance shall include a provision designating the California DOT as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
 - C. The California DOT, its officers, employees, and agents shall be named as additional insured.
 - D. The California DOT will not be responsible for any premiums or assessments on the policy.

- E. The Consultant, and/or third-party subConsultant, shall furnish to the SCRTPA, before delivery of the project vehicle(s) to the Consultant, a certificate of insurance issued by a company licensed to write such insurance in California.
- F. Prior to the annual insurance policy expiration date; the Consultant shall furnish to the SCRTPA a new certificate of insurance or other written evidence of insurance satisfactory to the SCRTPA. At any time that such evidence of insurance has not been provided, the SCRTPA shall have the right immediately to take possession of the project equipment and to enter the property of the Consultant for this purpose.
- G. The Consultant shall provide the SCRTPA at least thirty (30) days notice of cancellation or material change of the vehicle insurance policy.

24. Potential SubConsultants

- A. No Relationship Between the California DOT and Third-Party Consultant. Nothing contained in this Contract or otherwise, shall create any contractual relation, obligation or liability between the California DOT and any third-party Consultants, and no third-party contract shall relieve the Consultant of his responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the California DOT for the acts and omissions of its third-party Consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its third-party Consultants is an independent obligation from the California DOT's obligation to make payments to the Consultant. As a result, the California DOT shall have no obligation to pay or to enforce the payment of any moneys to any third-party Consultant.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party Consultants and their contracts at every tier, and to the subConsultants of third-party Consultants and their subcontracts at every tier. Accordingly, the Consultant agrees to include, and to require its third-party Consultants to include appropriate clauses in each third-party contract and each subcontract financed in whole or in part with financial assistance provided by FTA.
- C. No Federal Government Obligations to Third Parties. The Consultant agrees that, absent of the federal government's express written consent, the federal government shall not be subject to any obligations or liabilities to any Consultant, any third-party Consultant, or any other person not a party to the Grant Agreement in connection with the performance of the project. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, or third-party agreement, the federal government continues to have no obligation or liabilities to any party, including the Consultant or third-party Consultant.
- D. Obligations on Behalf of the California DOT. The Consultant shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California DOT.
- E. SCRTPA Approval of All Third-Party Contracts. The SCRTPA shall approve in writing all proposed third-party contract contracts, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The Consultant agrees that it will not enter into any third-party contracts unless the same are approved in writing by the SCRTPA. Any proposed amendments to such third-party contracts must be approved by the SCRTPA prior to implementation.

25. Research, Development, Demonstration, Deployment, and Special Studies (Research or Data Development Only). In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the Consultant must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental or research work. The SCRTPA reserve a royalty-free, nonexclusive and irrevocable right to the data, patents, and/or inventions produced under this contract and has the irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others.

IN WITNESS WHEREOF, the SCRTPA and Consultant have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

**Shasta County Regional
Transportation Planning Agency**

Date: _____

Dick Dickerson
Chair

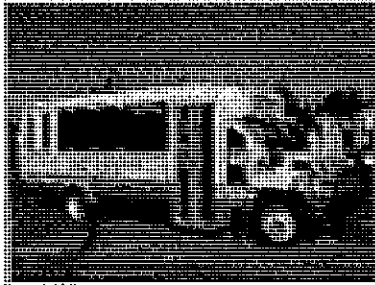
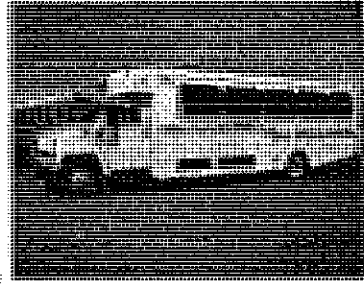
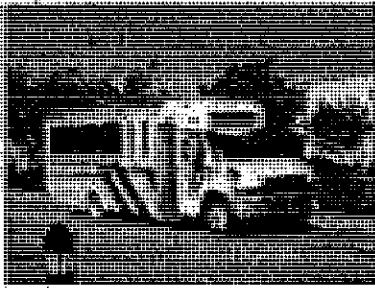
Aaron Antrim, President
Trillium Insight, Inc.

Tax I.D. 27-0212108

Approved as to form:
John Kenny, Counsel
Shasta County Regional
Transportation Planning Agency

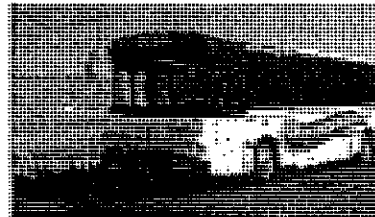
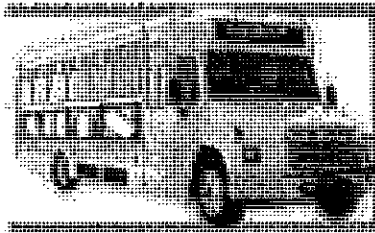
John Kenny

EXHIBIT A



Google maps

**REQUEST FOR PROPOSAL
RURAL STATEWIDE GOOGLE
TRANSIT IMPLEMENTATION PROJECT**

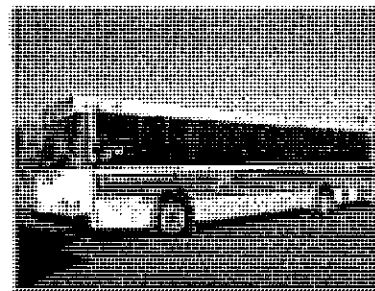


Issued: May 24, 2010
Proposals due by: June 25, 2010 by 4:30 p.m.



Shasta County

*Regional Transportation
Planning Agency*



1855 Placer Street
Redding, CA 96001
530-225-5654
Contact: Sue Crowe
Email: slcrowe@co.shasta.ca.us

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I. BACKGROUND

The California Department of Transportation - Division of Mass Transportation (DMT) administers Federal Transit Administration (FTA) funds. Federal law mandates coordination of human transportation services. To receive FTA grant funds, potential grantees must comply with all federal coordinated planning requirements.

During 2007 through 2009, regional agencies responsible for transportation planning and policy direction prepared locally developed coordinated, public transit-human services transportation plans. Many of California's coordinated plans identified the need for an online trip planner as an element of mobility management programs. California's plans may be viewed online at: <http://www.dot.ca.gov/hq/MassTrans/Coord-Plan-Res.html>. In addition, the *2008 California Statewide Rural Intercity Bus Study* (see <http://www.dot.ca.gov/hq/MassTrans/5311.html>) recommends an online trip planner for intercity bus service information dissemination. Through these identified needs, DMT's focus is to improve information available on transit trip planning and connectivity statewide.

Google Maps/Transit is an online trip planner for planning trips on participating public transportation services. The Shasta County Regional Transportation Planning Agency (SCRTPA) was selected by DMT as the lead agency for the *Northern California Google Transit Feasibility Study and Implementation Plan* (Phase 1) (see <http://www.scrtpa.org/RTTtransit.htm>). In 2009, Google's trip planner was successfully implemented in Shasta, Siskiyou, Tehama, and Trinity counties.

2-1-1 is the national telephone dialing code for free access to health and human services information and referrals. Shasta County Department of Health and Human Services Agency (HHS) is designated as a 2-1-1 Call Center. SCRTPA is responsible for providing a human-service transportation provider inventory data for interface with the 2-1-1 web portal.

The Rural Statewide Google Transit Implementation Project (Phase 2)

Phase 2 will continue California's rural statewide implementation of Google's trip planner in the counties of: Amador, Calaveras, Inyo, Lassen, Mono, and Plumas.

Phase 2 secures a triennial contract for annual subscription fees for the Google Transit Feed Specification (GTFS) publishing tool provided by the proposer. Subscription service is for both Phase 1 and Phase 2 counties. Several unresolved display issues remain from the Phase 1 launch. The scope of work includes coordination to resolve existing display issues from the Phase 1 launch.

The 2-1-1 component requires an inventory of Shasta County human-service transportation providers transit fleets, location, and service area. Proposer will prepare GTFS data and coordinate 2-1-1 web portal interface with HHS and the 2-1-1 project manager.

Consultant Requirement

Consultant should have a thorough understanding of the following:

- (a) Technical specifications and requirements of Google Maps/Transit;
- (b) Experience with implementing Google Maps/Transit; and
- (c) Developing GTFS for public transportation agencies.

II. SCOPE OF WORK

There are three parts to the Rural Statewide Google Transit Implementation Project (Phase 2). Please see Attachment A for proposed budget and timeline.

Part 1: Implement Phase 2 counties on Google Maps/Transit.

Part 2: A three-year contract for GTFS publishing and maintenance tools for ten transit agencies.

Part 3: Inventory Shasta County human-service transportation providers and prepare 2-1-1 web portal interface.

Project Counties and Transit agencies			
Phase 1		Phase 2	
County	Transit	County	Transit
Modoc	Sage Stage (SAGE)	Amador	Amador Regional Transit System (ARTS)
Shasta	Redding Area Bus Authority (RABA)	Calaveras	Calaveras Transit
Siskiyou	Siskiyou Transit and General Express (STAGE)	Inyo	Eastern Sierra Transit Authority (ESTA)
Tehama	Tehama Rural Area Express (TRAX)	Lassen	Lassen Rural Bus (LRB)
Trinity	Trinity Transit (TCTC)	Mono	Eastern Sierra Transit Authority (ESTA)
		Plumas	Plumas Transit (PT)

Attachment B contains transit agency and transit service information to assist in developing the proposal.

Part 1 – Implementation Plan

In determining the methodology and processes for implementing Phase 2, proposer should refer to the Northeastern California Google Transit Feasibility Study available on the SCRTPA website at: <http://www.scrtpa.org/RTtransit.htm>.

Phase 1

Proposer will be required to continue resolution of outstanding trip planner issues. The four critical issues remaining are:

1. Trip planner returns walking directions instead of transit option.
2. Queries for travel times more than 48 hours in advance of scheduled service do not return results.
3. Maximum walking distance threshold prevents the display of available transit service.
4. Address locations in Google Maps are inaccurate.

Further discussion on outstanding issues can be found in Chapter 3 of the *Northern California Google Transit Feasibility Study and Implementation Plan*, available at: <http://www.scrtpa.org/RTtransit.htm>. Consultant should collaborate with Google to create strategies for resolving issues.

Phase 2

Proposer shall collect data using the appropriate resource for each transit agency. Examples of data collection tools include: on-board GPS data collection, existing GIS datasets, map-based data input, and paper route schedules, or other resources deemed necessary to prepare GTFS (including shape and transfer files).

Proposer shall obtain any agreements required by Google, Inc. to test, post, and maintain transit agency's data on Google Maps/Transit.

Proposer shall prepare GTFS data for Phase 2 transit agencies. GTFS data must be thoroughly tested utilizing Google Maps/Transit test environment. Data must be validated using multiple methods such as; map-based view of routes and schedule data, or random query testing within service areas. Proposer and transit agencies should resolve any technical or display issues to determine if test data is ready to implement for public view. Upon approval by SCRTPA staff, proposer shall launch transit agencies for public view. Phase 2 counties should be launched on Google Transit/Maps no later than March 31, 2011.

Proposer shall provide monthly project status reports to the SCRTPA via e-mail. Two presentations to the Rural Counties Task Force in Sacramento, California, and a minimum of five teleconference calls will be required.

Proposer shall follow the request for proposal requirements identified in Sections IV and V.

Part 2 – Annual Subscription Fees

Statewide consistency of GTFS creation and maintenance software for transit agencies will be essential in managing software fees. The SCRTPA seeks to secure a three-year contract for GTFS publishing software and maintenance tools for ten transit agencies. Proposal must include a line-item annual cost for each transit agency.

Phase 1 counties are currently using Trillium Solutions WebSchedule publishing software (<http://trilliumtransit.com>). The proposer must obtain GTFS feed created by Trillium Solutions at no cost.

In selecting the preferred publishing tool, the following criteria will be used:

- Availability of service and support
- Centrally hosted and web-based application preferred
- Ease of use
- Data visualization tools
- GTFS publishing features such as shape and transfer files
- Data validation features
- Initial, ongoing, and overall cost
- Update capabilities

Part 3 – 2-1-1 Interface

The Shasta County 2-1-1 Mobility Management Pilot Project is under direction of DMT and HHS. Proposer will coordinate with the 2-1-1 project manager on integration with GTFS. Proposer shall inventory Shasta County human-service transportation providers and prepare GTFS for interface with the 2-1-1 web portal. Consultant shall compile a list of vehicles, facility location, service area, and service hours for the following Shasta County human-service transportation programs:

- RABA- Demand-Response system
- Shasta Senior Nutrition Programs, Inc. (SSNP) - senior transportation
- Shasta County Opportunity Center (OC) - work program transportation

Attachment B provides agency fleet and ridership information.

Under HHS and the 211 project manager's direction, the Consultant will prepare GTFS 2-1-1 interface for display on Google Maps/Transit. California's 2-1-1 Directory is available online at: <http://www.ca.gov/211directory.html>. Proposal must include a line-item annual cost for each human-service agency.

III. DELIVERABLES AND TARGET DATES

Deliverables: Please see Attachment A for proposed target dates.	
Task 1	SCRTPA Agreement 1. Enter into a contract with the SCRTPA to launch Phase 2 transit agencies on Google Maps/Transit by March 31, 2011; and 2. Contract should include a three-year agreement for subscription service for Phase 1 and Phase 2 transit agencies.
Task 2	Analyze Phase 2 transit agencies systems and scheduling software, if any, for compatibility to generate GTFS.
Task 3	Provide Google, Inc. agreements to Phase 2 agencies and submit to Google.
Task 4	Collect and prepare Phase 2 transit agency stops and schedules for GTFS creation.
Task 5	Thoroughly test Phase 2 GTFS in Google's development environment.
Task 6	Resolve Phase 2 outstanding trip planner issues.
Task 7	Determine if test data is ready for public view.
Task 8	Upon SCRTPA approval, launch data.
Task 9	Work with Google to resolve any outstanding display issues from Phase 1.
Task 10	Inventory Shasta County human-service transportation providers.
Task 11	Prepare 211 Interface.

IV. PROPOSAL REQUIREMENTS

Questions concerning this RFP may be directed to:

Sue Crowe, Accountant/Auditor III
530-245-6826 or slcrowe@co.shasta.ca.us

The proposal shall not exceed twenty (20) pages (excluding attachments). Please submit one original, signed by the authorized individual, four (4) hard-copy proposals and one (1) electronic PDF version to:

Shasta County Regional Transportation Planning Agency
Attn: Sue Crowe
1855 Placer Street
Redding, CA 96001

Submittals must be received before **4:30 PM (PDT) on June 25, 2010**. This is a firm deadline, and no proposals will be accepted after this time.

V. TECHNICAL AND FEE PROPOSAL CONTENT

Contents of the Technical Proposal

Proposals must contain all information requested below:

- **Firm Background** – Provide an overview of your firm's history, qualifications, capabilities, and experience related to the proposal, highlighting any experience working with rural counties. If applicable, also provide a brief overview of all proposed sub-consultants.
- **Project Team & Manager** – Provide an organizational chart identifying all individuals (including sub-consultants, if applicable) assigned to and responsible for the key elements of the scope of work. Indicate the number of hours budgeted for each individual.

Please include a letter authored by the proposed project manager expressing their personal interest in the project and how his/her knowledge and skills – beyond the requisite technical expertise – will add value and expand regional support needed for successful project implementation.

Identify consultant and sub-consultant Disadvantaged Business Enterprise (DBE) status.

- Individual Qualifications and Experience – Provide a resume for the project manager and all individuals specifically assigned to the project. Also provide client references for at least three recent related projects (completed or ongoing). For each project, provide a brief description of the contracted scope of work; budget and completion date; name of the consultant's project manager; and the name, title and phone number of the client reference.
- Statement of Understanding – Describe your understanding of the overall project and the scope of work. Highlight the major project steps and outline your approach toward addressing each element.
- Schedule – Include a project schedule showing milestones, deliverable dates, and the duration of each task.

Contents of the Fee Proposal

A fee proposal should include all fees and expenses needed to complete the scope of work. Sufficient information should be provided to justify the proposed fee and to serve as a basis for negotiating a contract. The fee proposal should identify key personnel; estimated number of hours for each task and billing rates; itemized list of direct, in-direct, and overhead costs; travel expenses; and any outside costs required to complete each work task.

Consultant fee proposal shall be presented in three parts:

Part I (Implementation):

Consultant shall propose fees and expenses to fully launch Phase 2 counties on Google Maps/Transit. Consultant shall provide a six-month evaluation period for Phase 2 counties.

Part II (Publishing Tools):

Consultant shall propose a three-year annual cost for GTFS publishing and maintenance tools/software for each transit agency. Consultant will be required to complete a contract with the SCRTPA for subscription service.

Part III (2-1-1 Interface)

Consultant shall propose fees and expenses to prepare 2-1-1 web portal interface.

Proposed Fees

The combined total of Part I, II, and III shall not exceed \$123,750 for all tasks listed within this RFP. The fee proposal must include a 10% contingency for unexpected related or expanded work tasks as authorized by the SCRTPA (e.g. \$111,375 budget for specified scope of work plus up to \$12,375 contingency line item).

Selection Criteria & Process

There are 100 total points possible. The SCRTPA's proposal evaluation process will adhere to the following criteria and weighting:

- Understanding of the Required Services (30 points) – Responsiveness to this Request for Proposals – including clarity, organization, attention to detail, and effectiveness of the approach – will be the first line of review. Proposals that provide a focused and concise response to the SCRTPA's needs will be considered favorably.
- Demonstrated Technical Ability (20) - Demonstrated capabilities and technical expertise of the project manager and assigned project team.

- Capability of Developing Innovative or Advanced Techniques (10) – Briefly describe where alternate techniques were developed to enhance or streamline a past project.
- Experience and Qualifications (15 points) – Depth and reserves of knowledge and expertise within the firm (and sub-consultant(s) if applicable) needed to complete the work independently.
- References (10 points) – Positive evaluations from past or current clients for which comparable or closely related work was performed.
- Familiarity with government procedures (5) – Past or current clients are a governmental agency, or are In-directly related to a governmental agency.
- Work Plan (5) - Detailed work plan and schedule by task is clear and concise.
- Value (5 points) – Reasonableness of fees relative to the level of effort outlined in the proposal.

A consultant selection panel composed of SCRTPA staff; one or more representatives from SCRTPA member agencies, and/or Caltrans will evaluate the proposals. Depending on the results of the selection panel review, a short-list of qualified and responsive consultants may be requested to participate in an interview. No interviews will be held if the results of the selection panel review are unambiguous.

Award will be made on a “best value” basis. Screening and selection will be made to the proposer which meets the consultant requirements specified in Section I of this RFP, and submits the proposal considered most advantageous to the SCRTPA. The SCRTPA may not necessarily make an award to the Proposer with the highest technical ranking nor to the Proposer with the lowest Price Proposal, if doing so would not be in the overall best interest of the SCRTPA. As proposals are considered by the SCRTPA to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be a deciding factor.

Contract Conditions

The selected consultant will be required to sign a standard SCRTPA contract (see sample professional services agreement – Attachment C). Unless indicated otherwise, submission of a proposal indicates that the proposer accepts the terms of the standard agreement (see attached). The contract will be made available upon contract award and is not in force until executed by the SCRTPA Board Chair or the Executive Director. Consultant must maintain professional liability insurance in the minimum amount of \$1,000,000.

All proposals become the property of the SCRTPA and part of its official records. The cost of preparing and submitting a proposal, and participating in an interview, are at the sole expense of the proposer. The SCRTPA reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any proposal as the interest of the SCRTPA may require. Solicitation of proposals in no way obligates the SCRTPA to contract with any firm or individual. The decision to approve and award a contract is at the discretion of the SCRTPA.

Modification or Withdrawal of Proposal: Any proposal received prior to the deadline may be withdrawn or modified by written request of the consultant. To be considered, the modification must be received in writing, with the same number of copies as the original proposal, prior to the deadline.

RFP Addendum: Any changes to the RFP will be made by written addenda issued by the SCRTPA and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation and be forwarded to prospective consultants. It will be the consultant’s responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal.

Verbal Agreement or Conversation: No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the SCRTPA shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement. E-mail is the preferred method of communication.

Special Funding Considerations: Any contract resulting from this RFP will be financed with funds available to the SCRTPA. The contract for this service is contingent upon the provision of these funds to the SCRTPA. In the event these funds are reduced or eliminated, the SCRTPA reserves the right to terminate or revise any contract.

Alternatives: Proposer may not alter any requirement of the RFP and will be disqualified in doing so.

FTA Requirements: Consultant must comply with all Federal Transit Administration third party contract requirements (FTA Circular 4220.1F).

VI. CONTRACT NEGOTIATIONS

Contract negotiations will be initiated with the top-ranked consultant. In the event an agreement cannot be successfully negotiated with the top-ranked consultant, the second-ranked consultant will be invited to enter into negotiations. This process will be continued until a satisfactory agreement can be negotiated.

VII. PROTESTS

Protests: Protests regarding any aspect of this RFP must be submitted in writing to the SCRTPA, c/o Sue Crowe, 1855 Placer Street, Redding, Ca 96001 by the date and time specified below:

- Pre-bid Protest due – 3:00 p.m. PDT, June 18, 2010
- Pre-Award Protest due - 3:00 p.m. PDT, June 13, 2010.
- Post-Award Protest due – Within five calendar days after notice of contract award.

Under certain limited circumstances, and after the protester has exhausted all administrative remedies at the SCRTPA level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. A copy of such protests should also be sent to SCRTPA.

Caltrans' review of any protest is limited to:

1. Violations of federal or state law or regulations.
2. Violations of SCRTPA's protest procedures.
3. Failure of SCRTPA to review a complaint or protest.

The protest filed with Caltrans shall:

1. Include the name and address of the protester.
2. Identify SCRTPA as the party responsible for the RFP process.
3. Contain a statement of the ground for protest and any supporting documentation.
4. Include a copy of the protest filed with SCRTPA, and a copy of the SCRTPA decision, if any.
5. Indicate the desired relief from Caltrans.

Such protests should be sent to:

State of California
Department of Transportation
Division of Mass Transportation
Office of Federal Transit Grants MS#39
P.O. Box 942874
Sacramento, Ca 94274-0001

Section 6. Budget

Task	Aaron Antrim	Trillium support staff	Total Hours	Personnel costs	Travel costs	Software subscription	Total costs
Hourly cost	\$128	\$65					
Part 1							
Task A: Project scoping	19	3		\$2,627	\$610		\$3,237
Task B: Resource survey	30	10	40	\$4,490			\$4,490
Task C: Stop geo-location.	1	180	181	\$11,828	\$3,500		\$15,328
Task D: Prepare Google Transit data	16	200	216	\$15,048			\$15,048
Task E: Q.A., resolution of technical and display issues	60	55	115	\$11,255			\$11,255
Task F: Implementation	30	0	30	\$3,840			\$3,840
Task G: Documentation and training	22	0	22	\$2,816			\$2,816
Part 2							
Task H: Ongoing support (see next page for itemized costs)			0	\$0		\$39,600	\$39,600
Part 3							
Task I: Inventory Shasta County HST providers	2	4	6	\$516			\$516
Task J: 2-1-1 web portal interface (itemized costs, next page)	61	0	61	\$7,808	\$700	\$4,050	\$12,558
Task K: Report to California Rural Counties Task Force	12	0	12	\$1,536	\$1,150		\$2,686
Total	253	452	683	\$61,764	\$5,960	\$43,650	\$111,374
Contingency fee							10,035
Total proposed budget							\$121,409

Itemized cost per agency for WebSchedule subscription

System	Cost
Amador Regional Transit Authority	\$1,600
Calaveras Transit	\$1,600
Eastern Sierra Transit (Inyo/Mono)	\$1,600
Lassen Rural Bus	\$1,000
Sage Stage (Modoc)	\$1,000
Plumas Transit	\$1,000
Redding Area Bus Authority	\$2,400
Siskiyou Transit and General Express	\$1,000
Tehama Rural Area Express	\$1,000
Trinity Transit	\$1,000
Total per year	\$13,200
Total, 3 years	\$39,600

Subscription fees for Phase 2 counties removed from agreement. Counties may have option to select a preferred publishing tool.

\$16,200

Itemized cost per human service transportation agency for maintaining information

System	Cost
RABA- Demand-Response system	\$450
Shasta Senior Nutrition Programs, Inc. (SSNP)	\$450
Shasta County Opportunity Center (OC)	\$450
Total per year	\$1,350
Total, 3 years	\$4,050