
NOTICE OF REQUEST FOR PROPOSALS

Glenn Transit Service (GTS) is requesting proposals from qualified consultants for preparation of Short Range Transit Plan. In particular, the plan will focus on improved service delivery, lowering operational costs, analyzing capital investments, improved passenger safety, and the development of alternative service models to the existing transit system.

Firms interested in making proposals should obtain the detailed Request for Proposals by contacting:

Glenn Transit Service
c/o: Mardy Thomas, Senior Planner
P.O. Box 1070
Willows, CA 95988
Telephone: (530) 934-6540
FAX: (530) 934-6533
e-mail: mthomas@countyofglenn.net

SEALED PROPOSALS will be received at the above address until 3:00 p.m., Friday, April 12, 2013. Proposals must be clearly marked "GTS Short Range Transit Plan".

A pre proposal conference will be held on Monday, March 25, 2013 at 10:00 a.m. at the Glenn County Planning & Public Works Agency Conference Room, 777 N. Colusa St., Willows, CA.

All proposals and related documents shall be subject to a federal financial assistance agreement between GTS and the California Department of Transportation pursuant to the Federal Transit Act, as amended, and terms and conditions established under that Act would apply. All offerors will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

GTS hereby notifies all offerors that it will affirmatively ensure that Minority Business Enterprises and Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of contract.

GTS reserves the right to accept or reject any or all proposals.

CONTENTS

I.	Introduction	5
A.	Information	5
B.	Background	5
Transit Services	5	
Transit Fleet	6	
II.	Scope of Services	7
A.	Required Services of the Consultant.....	7
B.	RFP/Agreement Schedule	7
C.	Pre-proposal Conference: Questions & Comments	8
D.	RFP Addenda	8
E.	Verbal Agreement or Conversation	9
F.	Protests	9
III.	Required Submittal content and format.....	10
A.	General Information	10
B.	Proposed Project Approach	11
C.	Staff Qualification and Related Experience	11
D.	Proposed fee Structures and Schedules	12
E.	Conflict of Interest	13
IV.	Consultant Selection Procedure	13
A.	Criteria.....	13
B.	Background Check.....	14
C.	Award of Contract.....	14
V.	General Conditions	15
A.	Legal Responsibilities	15
B.	Permits and Licenses.....	15
C.	Insurance and Indemnification	15
VI.	Examination of Contract Requirements and Acceptance of Proposal Content	16
A.	Withdrawal of Proposals.....	17

B.	Rejection of Proposals	17
C.	Evaluation of Proposals.....	17
D.	Proposal Pricing Guidelines	18
E.	Assignment of Contract	19
F.	Right to Require Performance	19
G.	Ethics in Public Contracting	19
H.	Equal Employment Opportunity	19
I.	Venue	20
J.	Proprietary Information.....	20
K.	Incurring Costs	20
VII.	Proposal Form Checklist.....	21
	DRAFT AGREEMENT	22
1.	RESPONSIBILITIES OF CONTRACTOR	22
2.	RESPONSIBILITIES OF RTC	22
3.	COMPLETE AGREEMENT.....	22
4.	RTC DESIGNEE	23
5.	INDEPENDENT CONTRACTOR	23
6.	SCOPE OF WORK.....	23
7.	CHANGES IN SCOPE OF WORK.....	23
8.	INDEMNIFICATION.....	24
9.	INSURANCE; BONDS; PERFORMANCE GUARANTEE	24
10.	COMPENSATION	26
11.	TERM OF AGREEMENT.....	26
12.	TERMINATION.....	26
13.	ADMINISTRATION	27
14.	GENERAL PROVISIONS	28
	Scope Of Work	38
	Responsible Parties.....	38
	Overall Project Objectives.....	38

1. Project Initiation	39
task 1.1: Project Kick-off Meeting.....	39
Task 1.2: Staff Coordination.....	39
Task 1.3: RFP for Consulting Services	39
Task 1.4: Identify Existing Conditions	39
2. Public Outreach.....	40
task 2.1: Community Workshop #1	40
task 2.2: Community Workshop #2	40
Task 2.3: Stakeholder Interviews	40
3. Short Range Transit Plan.....	40
task 3.1: Identify Planning Issues and Opportunities	40
task 3.2: Develop Alternative Service Models	41
task 3.3: Develop Five-Year Service Plan	41
task 3.4: Draft Short Range Transit Plan	41
task 3.5: Joint Social Services Technical Advisory Council/Transit Committee/ Transportation Commission meeting	41
task 3.6: Final Short Range Transit Plan.....	41
task 3.7: Adoption of Plan.....	41
4. Project Management & Administration	42
task 4.1: Fiscal Administration	42
task 4.2: Quarterly Reports.....	42

REQUEST FOR PROPOSAL

CONSULTANT SERVICES TO PREPARE A SHORT-RANGE TRANSIT PLAN

I. INTRODUCTION

A. INFORMATION

Glenn Transit Service is requesting proposals from qualified consultants for preparation of the Glenn Transit Service 2013/2014 Short Range Transit Plan.

This Request for Proposal is being issued by the Glenn Transit Service. Unless otherwise directed, all communications regarding this Request for Proposals should be submitted in writing to the Regional Transit Committee staff via e-mail at transit@countyofglenn.net.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above mentioned persons.

B. BACKGROUND

Glenn Transit Service (GTS) is a joint powers agency that was formed in 1987 between Glenn County, the City of Orland and the City of Willows to provide transportation services. GTS was established along with its governing body, the Regional Transit Committee (RTC). The RTC consists of six representatives: two from Glenn County; two from the City of Orland and two from the City of Willows. It is responsible for the operations of transit services offered in Glenn County and is the policymaking body for the transit system. The RTC funds transit services through a combination of passenger fare revenue, Transportation Development Act (sales tax) funding and Federal Transit Administration (FTA) funds. Staff from the Glenn County Planning & Public Works Agency serves as staff to the RTC and administer, plan, market, and monitor the transit system.

Since 2006, GTS has contracted with Paratransit Services, Inc. to provide for the operational needs of the transit system. Vehicle maintenance is provided through an agreement with the Glenn County Planning & Public Works Agency Fleet Services.

TRANSIT SERVICES

GTS services operate an estimated 8,000 vehicle revenue hours and carry approximately 61,000 people on an annual basis. Bus routes and schedules are detailed on the transit website at www.gcppwa.net/transportation . These services are summarized as follows:

- **Dial-A-Ride** is a demand response transit service that operates two days a week (Tuesday and Friday) from 10am to 4pm in the cities of Orland and Willows. The service area is 1.5 mile radius from each respective city hall with some exceptions. This service is only available to individuals who qualify for a transit service card (see website for eligibility criteria).
- **Glenn Ride** is an interregional fixed route service which operates one route that travels from the City of Willows to the Chico area. This service provides seven round trips per day Monday–Friday and operates between the hours of 5:15am to 8:15pm. On Saturdays, this service makes 3 round trips between the hours of 8:00am and 7:30pm. This services travels through the Willows, Artois, Orland, Hamilton City and Chico communities which are the more populated areas in the region.
- **Volunteer Medical Transportation** is a last resort transportation service for Glenn County residents who are unable to get to and from medical appointments outside of the Glenn Ride and Dial-A-Ride service areas. Trips are arranged by appointment Monday–Friday and vehicles are owned by volunteer drivers. This service is only available to individuals who qualify for a transit service card (see website for eligibility criteria).

Transit services do not run on the following holidays: New Year’s, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A reduced schedule is observed on the following days: Martin Luther King, Jr.’s Birthday, Presidents Day, Veterans Day, the day after Thanksgiving, Christmas Eve, and New Year ’s Eve.

TRANSIT FLEET

The GTS fleet is composed of 12 vehicles; nine of which are currently in service. The following provides an inventory of the different vehicle types:

- **Two (2) 2006 Blue Bird 30’ buses.** These buses are used for the Glenn Ride interregional fixed route. Both vehicles have nearly 400,000 miles and will be retired within the next few years.
- **Two (2) 2008 Glaval Titan/GMC 5500 32’ buses.** These buses are used for the Glenn Ride interregional fixed route.
- **Six (6) 2009 E450 Starcraft Allstar Type II buses (23’).** These buses are used for the Dial-A-Ride service within the Cities of Orland and Willows. On certain runs, they serve as a “tripper” bus to the fixed route service when ridership exceeds bus capacity
- **Two (2) 2012 Gillig, low floor buses (40’).** These recently purchased buses are used for the interregional fixed route. Use of these vehicles has eliminated the need for the smaller “tripper” bus on certain runs.

II. SCOPE OF SERVICES

A. REQUIRED SERVICES OF THE CONSULTANT

The consultant shall perform all necessary tasks to provide GTS with the 2013/2014 Short Range Transit Plan (SRTP). The project shall include, but not be limited to updating goals and objectives, conducting analysis and evaluations, recommending and prioritizing options for more efficient operations, potential expansion, update capital purchase plans as well as the preparation of a draft and final Glenn Transit Service 2013/2014 Short Range Transit Plan and executive summary for GTS adoption.

The project will require work with GTS staff and the operations contractor. On-site work will include a ridership survey, workshops within local communities, and stakeholder interviews. A minimum of six workshops and two presentations are anticipated: three workshops to introduce the project and solicit input; one presentation to a joint meeting of the RTC, Glenn County Transportation Commission and Social Services Technical Advisory Council on the draft SRTP; three workshops to present the draft SRTP and receive feed back; one presentation of the final SRTP to the RTC and Glenn County Transportation Commission.

See Exhibit "A" for the project scope of work, tasks, meetings and deadlines.

Proposer shall propose the project scope of work that it feels necessary to satisfactorily complete the project, meet project objectives and which adheres to current planning requirements of the FTA.

GTS will select one firm from among the proposers, to complete all phases of this project.

B. RFP/AGREEMENT SCHEDULE

<u>Date:</u>	<u>Event:</u>
March 11, 2013	GTS issues RFP
March 25, 2013	Pre-proposal Conference.
March 29, 2013	Deadline for submitting written questions to GTS. Deadline for submitting protests to GTS.
April 12, 2013	<u>Proposals due.</u>
<i>April 18 – 19, 2013</i>	<i>Evaluation of proposals, determining which are responsive and fall within a competitive range.</i>

April 22 – 26, 2013

Interviews of key personal of OFFERORS whose proposals are within a competitive range (if required).

May 16, 2013

Contract award at RTC meeting.

February 1, 2014

Contract ends.

Italicized items are tentative dates and are subject to change at the sole discretion of GTS. GTS reserves the right to award the contract solely on the basis of proposal content.

C. PRE-PROPOSAL CONFERENCE: QUESTIONS & COMMENTS

A pre-proposal conference will be held at 10:00 a.m. on Monday, March 25, 2013 in the Conference Room, Glenn County Planning & Public Works Office, 777 N. Colusa St., Willows, CA for the purpose of receiving questions and comments pertaining to this RFP and the attached Agreement. **While attendance at this meeting is not mandatory, it is highly recommended and may be taken into consideration when reviewing proposals.**

Questions and comments may also be submitted in writing:

- At the pre-proposal conference; or,
- By mail or delivery service to GTS Short Range Transit Plan RFP, c/o Mardy Thomas, Senior Planner, P.O. Box 1070, Willows, CA 95988; or,
- Faxed to (530) 934-6533; or,
- E-mail to mthomas@countyofglenn.net.

Written questions and comments must be submitted by 3:00 p.m. on March 29, 2013. A written response to questions received at the pre-proposal conference and to written questions received by March 29, 2013 will be sent to all parties who have submitted questions, attended the pre-proposal conference, or expressed interest as of March 29, 2013. The written response is expected to be sent by April 4, 2013 as an addendum to this RFP. If an e-mail address or fax number is provided, the addendum will be sent by the preferred method. Otherwise, the addendum will be sent by first class mail.

D. RFP ADDENDA

Any changes to the RFP requirements will be made by written addenda by Mardy Thomas, Senior Planner 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.

Addenda will be mailed (or transmitted by e-mail or fax if provided) to OFFERORS at the address provided by OFFERORS. All addenda shall be signed and attached to the PROPOSAL FORM.

Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

E. VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of GTS shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

F. PROTESTS

Protests regarding any aspect of this RFP must be submitted in writing to GTS Short Range Transit Plan RFP, c/o Mardy Thomas, Senior Planner, P.O. Box 1070, Willows, CA 95988 by 5:00 p.m. on March 29, 2013.

Under certain limited circumstances, and after the protester has exhausted all administrative remedies at GTS level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA Section 5304 grant.

Caltrans' review of any protest is limited to:

- 1) Violations of Federal or State law or regulations.
- 2) Violations of GTS's protest procedures.
- 3) Failure of GTS to review a complaint or protest.

The protest filed with Caltrans shall:

- 1) Include the name and address of the protester.
- 2) Identify GTS 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 GTS, and a copy of GTS decision, if any.
- 5) Indicate the desired relief from Caltrans.

Such protests should be sent to:

State of California
Department of Transportation
Division of Transportation Planning, MS 32
PO Box 942874
Sacramento, CA 94274-0001

A copy of such protests should also be sent to GTS. The deadline for submitting protests to Caltrans prior to proposal opening is April 17, 2013.

III. REQUIRED SUBMITTAL CONTENT AND FORMAT

Proposals must be received by GTS at the location stated in the “NOTICE OF REQUEST FOR PROPOSALS” prior to and **no later than 3:00 p.m., April 12, 2013**. **Proposals must be delivered to:**

**GTS Short Range Transit Plan RFP
c/o Mardy Thomas, Senior Planner
P.O. Box 1070
Willows, CA 95988**

Delivery Telephone: (530) 934-6540

GTS will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered and will be returned to proposer unopened.

Each OFFEROR must submit at least one (1) original signed copy and five (5) duplicate copies of the complete proposal in sealed envelope(s) marked “GTS Short Range Transit Plan” and the name of the OFFEROR.

The following are proposal requirements to which respondents are requested to organize their proposal into sections with tabs corresponding to the listed selections criteria as follows. Answer the following questions in the same sequence as below.

A. GENERAL INFORMATION

- Firm name, address, telephone number, fax number, and e-mail.
- Account representative or other person to contact for clarification of any item contained in the proposal. Include telephone, fax number, and e-mail if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate where you are:
 - Small Business
 - Disadvantaged Business
 - Minority and/or Women-Owned Business
- Personnel of the Proposer’s firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person shall be identified.
- Provide surety information for sureties – General and Automobile Liability, E/O and Worker’s Compensation.

- References and Referrals.

B. PROPOSED PROJECT APPROACH

Summarize your approach and understanding of the project and any special considerations of which GTS should be aware. Indicate clearly, the levels of participation you will expect from GTS staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the project.

Consultant shall outline the proposed approach to the project including a proposed work program and schedule based on Exhibit A. This description must indicate:

- Tasks proposed to be completed to meet project objectives.
- Proposed work products for each task.
- Proposed meetings with staff, operations contractor, etc.
- The time required to initiate and complete each task.
- Allocation of cost by task.
- An estimate of the time required from the Notice to Proceed through project completion.
- Samples of graphic layouts representative of those to be included in this project.

Exceptions to the requirements of the RFP should be clearly delineated in this section. In addition, you are invited to include a maximum of two (2) pages of information not requested by this RFP if you feel it may be useful and applicable to this project. The information in this section will aid the city in the refinement of the scope of work during contract negotiations.

C. STAFF QUALIFICATION AND RELATED EXPERIENCE

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credential, related experience and their proposed roles for this contract. Note: Consultant may not substitute any member of the project team without prior written approval of GTS.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. No work may be subcontracted, nor assigned, without prior written approval of GTS.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide, references for the three (3) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

- Name of project
- Project location
- Brief description (project type, functional components, special design considerations, etc.)
- Name of client
- Client contact person and contact information.
- Your firm's specific involvement (i.e. subconsultant, project lead, etc.)
- The actual cost vs. cost estimate
- Status of completion

D. PROPOSED FEE STRUCTURES AND SCHEDULES

The proposed fee structure and schedule shall be provided under separate, sealed cover as part of the RFP submittal.

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

- Proposers should review the requirements for this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how GTS will be invoiced for services (i.e. unit or hourly costs). This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive fee schedule as GTS will not include compensation in the contract for items not addressed.
- Include a total cost to provide service based on the consultants fee schedule and the scope of work outlined in this RFP. This cost will be used as a basis for negotiations. The proposer shall state the total fixed fee(s) to complete the project as described in Exhibit A. The proposed fixed fee shall cover all service and delivery of all documents specified by the proposed scope of work including:
 - All professional services, expenses, insurance, printing, plotting, communications, travel, and profit.
 - Submit itemized hourly fee schedule as a basis for additional services.
- The fee proposal submitted under separate sealed cover, along with the proposed project approach, will be used as a basis for any negotiations. Actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the actual needs of GTS.

E. CONFLICT OF INTEREST

- Disclose any financial, business or other relationship with GTS or any member of Glenn County Planning & Public Works Agency staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

IV. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the consultant in response to this RFP and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretions of GTS. The process for section shall occur in the following sequence:

- Review Proposals
- Establish a list of responsive firms
- Interview firms on the established list (at the discretion of GTS)
- Identify best qualified firm
- Determine which, if any, alternates will be selected and negotiate a fee
- Award contract

A project selection committee, if deemed necessary, will be formed to evaluate the proposals and to make a recommendation to the Regional Transit Committee. This group may consist of representatives of GTS staff, members of the Regional Transit Committee, members of the Social Service Technical Advisory Council, and operating contractor. Composition and creation of this committee, should one be formed, will not be released prior to the time of interviews.

The aforementioned committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview as part of the evaluation process. GTS does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

A. CRITERIA

The selection committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to preform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation should GTS choose to conduct interviews with firms listed by the selection committee.

Criteria	As Demonstrated By:	Weight of Criteria
Merit of Proposal/Presentation	<ul style="list-style-type: none"> • Proposal, thoroughness and approach; • Demonstrated understanding of project and requirements. 	35
Firm Qualifications and Expertise	<ul style="list-style-type: none"> • Staff qualifications; • Adequacy of staff to perform work. 	30
Record of Past Performance	<ul style="list-style-type: none"> • References; • Ability to work effectively with GTS staff or other public agencies and related parties; • Demonstrated ability to complete work tasks within project timelines and project budgets. 	25
Fees	<ul style="list-style-type: none"> • Reasonableness of costs 	10

Prior to the award of contract, GTS must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide service called for under this contract. If, during the evaluation process GTS is unable to assure itself of the proposer's ability to perform under the contract, if awarded, GTS has the option of requesting from the proposer any information that it deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. BACKGROUND CHECK

GTS reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to GTS, the proposer consents to such an inquiry and agrees to make available to GTS such books and records as GTS deems necessary to conduct the inquiry.

C. AWARD OF CONTRACT

The successful firm will be required to execute a service agreement with GTS. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in Glenn County contracts. The Draft Agreement may be altered from the enclosed form at the discretion of GTS and without notice to the consultant prior to award of contract. GTS does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

V. GENERAL CONDITIONS

A. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State of California and federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not.

By submitting a proposal, the Consultant certifies that he or she will comply with all federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing federal funds.

B. PERMITS AND LICENSES

The Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California. In addition, the Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by a federal, state or local governmental agency, pertaining to, and necessary for providing services required in this Request for Proposals.

C. INSURANCE AND INDEMNIFICATION

The successful Consultant shall procure and maintain throughout the term of the agreement a policy or policies of insurance providing coverage as set forth below that protect the Consultant and Indemnities from any claims for bodily injury, property damage, or personal injury which may arise out of the Consultants operations under an approved agreement. Liability coverage and limits are outlined below.

Contractor agrees to carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. Contractor shall also carry Workers' Compensations coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

Such insurance shall include Glenn Transit Service, the Glenn County Transportation Commission, their appointed officials, officers, and staff as an additional insured, and shall not be reduced or canceled without 30 days written notice delivered to County. Contractor shall provide Glenn Transit Service with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

or similar language. Contractor's insurance coverage shall be primary noncontributing insurance as it relates to any other insurance or self-insurance available to Glenn Transit Service, the Glenn County Transportation Commission, their officials, employees, agents or volunteers. Any insurance or self insurance maintained by the County, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

If successful, Contractor will be required to indemnify, defend and hold harmless Glenn Transit Service, Glenn County and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with Contractor's performance of this contract or its failure to comply with any of its obligations contained in the contract, except such loss or damage caused by the sole negligence or willful misconduct of the County. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against the County with respect to Contractor's independent Contractor status that would establish a liability for failure to make social security or income tax withholding.

VI. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by GTS, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect; the performance of services covered by this solicitation, and is satisfied as to the character, quality and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of

such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of GTS and clarified prior to the submission of proposals.

Should the proposer feel there has been supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal. The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with GTS. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of the proposer does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. GTS may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. GTS reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or conditions claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of GTS, such information was intended to mislead GTS in its evaluation of the proposal, it will be cause for rejection of the proposal.

C. EVALUATION OF PROPOSALS

Evaluation and selection of proposal will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals may be evaluated by a Selection Committee. This committee may consist of representatives of GTS staff, members of the Regional Transit Committee, members of the Social Service Technical Advisory Council, and operating contractor. In connection with its

evaluation, GTS may, at its option, invite one or more proposers to make oral presentation to the Selection Committee. During these interviews, the proposer will be allowed to present such evidence as may be appropriate in order that the committee can correctly analyze all materials and documentation submitted as part of the proposals.

The award, if made, will be made within 60 days from the proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of the contract that:

1. Proposer is an independent consultant, not an employee, agent, or officer of GTS or Glenn County.
2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should proposer be awarded a contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of GTS.
4. Proposer shall indemnify and hold harmless GTS, Glenn County, its officers, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where cause by the active negligence, sole negligence, or willful misconduct by GTS or Glenn County.
5. Proposer shall hold GTS harmless from liability of any nature, including costs and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of GTS or Glenn County with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, GTS shall have the right to terminate the contract, either in whole or in part. The rights and remedies of GTS provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

D. PROPOSAL PRICING GUIDELINES

Proposer shall provide proposed fees and cost information as part of this Request for Proposals. Proposed fees shall be submitted under separate, sealed cover.

E. ASSIGNMENT OF CONTRACT

No assignment by the vendor of the contract or any part hereof, or of funds to be received thereunder, will be binding upon GTS unless such assignment had prior written approval and consent of GTS. In the event GTS gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet or transferred.

F. RIGHT TO REQUIRE PERFORMANCE

The failure of GTS at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of GTS thereafter to enforce the same. Nor shall waiver by GTS of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

G. ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and GTS, Glenn County, or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with GTS.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to GTS that no relationship exists between the proposer and any GTS or Glenn County employee, officer, official, or agent that interferes with fair competition or is a conflict of interest with respect to a contract with GTS.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

H. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Glenn laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, disability, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

I. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Glenn County, California.

J. PROPRIETARY INFORMATION

The proposals received shall become property of GTS and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after the Regional Transit Committee has approved award of the contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

K. INCURRING COSTS

GTS is not liable for any cost incurred by proposers in responding to this RFP.

VII. PROPOSAL FORM CHECKLIST

ATTACHED TO THIS PROPOSAL ARE THE FOLLOWING ITEMS:

- Any and all Addenda which may have been issued by RTC in connection with this RFP.
- Proposal (formatted) 1 original and 5 copies
- Proposed Fee Structure and Schedule (separate sealed cover)
- W-9 IRS Tax ID Form

DRAFT AGREEMENT

GLENN TRANSIT SERVICE

CONSULTANT SERVICES TO PREPARE A SHORT-RANGE TRANSIT PLAN

This AGREEMENT for the preparation of a short-range transit plan for Glenn Transit Service system is made and entered into this _____ day of _____ 2013 by and between the Regional Transit Committee hereinafter referred to as "RTC" and _____, hereinafter referred to as "CONTRACTOR".

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this AGREEMENT, CONTRACTOR shall perform all necessary tasks to provide RTC with the 2013/2014 Short Range Transit Plan (SRTP). The project shall include, but not be limited to updating goals and objectives, conducting analysis and evaluations, recommending and prioritizing options for more efficient operations, potential expansion, update capital purchase plans as well as the preparation of a draft and final Glenn Transit Service 2013/2014 Short Range Transit Plan and executive summary for RTC adoption.

The project will require work with RTC staff and the operations contractor. On-site work will include a ridership survey, workshops within local communities, and stakeholder interviews. A minimum of six workshops and two presentations are anticipated: three workshops to introduce the project and solicit input; one presentation to a joint meeting of the RTC, Glenn County Transportation Commission and Social Services Technical Advisory Council on the draft SRTP; three workshops to present the draft SRTP and receive feed back; one presentation of the final SRTP to the RTC and Glenn County Transportation Commission.

CONTRACTOR shall perform all tasks, meetings, and meet all deadlines contained in Exhibit "A" attached hereto and made a part hereof.

2. RESPONSIBILITIES OF RTC

During the term of the AGREEMENT, RTC shall provide CONTRACTOR with any existing plans in its possession that pertain to the services requested, prepare all agreement documents, work with CONTRACTOR to coordinate with RTC's contract operator, assist in facilitating any surveys, provide prompt advice and direction in all matters requiring RTC's attention so as not to unreasonably delay the services, assure that charges are within agreed upon compensation for the services performed, and prepare amendments to this agreement as needed.

3. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the RTC and CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. RTC's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of RTC's right to such performance by CONTRACTOR.

4. RTC DESIGNEE

The EXECUTIVE DIRECTOR of the RTC or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of RTC as set forth in the herein AGREEMENT, subsequent to the authorization by RTC.

5. INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to RTC in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of RTC. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the RTC.

6. SCOPE OF WORK

CONTRACTOR shall perform all tasks, meetings, and meet all deadlines contained in Exhibit "A" attached hereto and made a part hereof.

7. CHANGES IN SCOPE OF WORK

It is understood and agreed by RTC and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope. In each such instance, RTC and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "C", entitled "APPROVED AMENDMENTS - RTC AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

8. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold harmless the RTC and all of its officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorneys fees and other costs of defense incurred by RTC, whether for damage to or loss of property, or injury to or death of person, including properties of RTC, and injury to or death of any RTC officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this contract or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the negligence of RTC. This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

9. INSURANCE; BONDS; PERFORMANCE GUARANTEE

9.1 INSURANCE

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

9.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

9.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, and broad form property damage coverage. Such insurance shall (1) name RTC and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds; (2) be primary with respect to any insurance or self-insurance programs maintained by the RTC; and (3) contain standard cross liability provisions.

9.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured

Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5000 per occurrence, (4) name RTC and all of its elected and appointed officials, officers, employees, volunteers, agents and assigns as insureds; (5) be primary for all purposes; and, (6) contain standard cross liability provisions.

9.1.4 ALL INSURANCE shall contain the following provisions:

- A. Coverage shall be on an “occurrence” basis.
- B. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- C. The Liability policy must cover personal injury as well as bodily injury.
- D. The Liability policy shall include a cross-liability or severability of interest endorsement.
- E. Broad form property damage liability must be afforded.
- F. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- G. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- H. Policies shall name RTC and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to RTC and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above, including specific evidence of separate endorsements naming the RTC and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return

receipt requested, has been given to RTC. The RTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. RTC, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach.

10. COMPENSATION

Compensation for all work completed by CONTRACTOR will be paid in accordance with the pay schedule attached hereto as "Exhibit B".

11. TERM OF AGREEMENT

This AGREEMENT shall become effective on the date first written above and shall terminate on February 1, 2014. CONTRACTOR shall commence performance under the terms of this AGREEMENT upon notice from Staff of the RTC and shall complete the duties described herein on or before February 1, 2014.

12. TERMINATION

RTC or CONTRACTOR may terminate this AGREEMENT for one or several of the following reasons:

12.1 BASIS FOR TERMINATION:

FOR CONVENIENCE: RTC may terminate this AGREEMENT at any time in whole or in part for its convenience and any reason, and without cause, by giving CONTRACTOR sixty (60) days written notice thereof.

FOR MATERIAL BREACH: RTC may terminate this AGREEMENT upon thirty (30) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the RTC may without further notice and without suit or other proceedings cancel this AGREEMENT.

FOR BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of RTC terminate this AGREEMENT.

BY MUTUAL AGREEMENT: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

12.2 COMPENSATION UPON TERMINATION:

Should either party terminate this AGREEMENT, compensation to CONTRACTOR shall be limited to amounts accrued to the date of termination as specified under Paragraph 10 – Compensation.

12.3 TRANSITION TO FUTURE CONTRACTOR

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the RTC or any future CONTRACTOR selected by RTC, CONTRACTOR'S full cooperation in the transition to RTC or the successor CONTRACTOR.

13. ADMINISTRATION

13.1 CONTROL

CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of the RTC. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR'S performance of services, shall be treated as changes pursuant to Section 5 - Changes in Scope of Work herein.

Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

13.2 FORCE MAJEURE:

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

14. GENERAL PROVISIONS

14.1 CONFLICT OF INTEREST

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

14.2 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

14.3 RECOVERED MATERIALS

CONTRACTOR agrees to with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14.4 AUDIT; RETENTION OF RECORDS

CONTRACTOR shall allow the authorized representatives of RTC, the U.S. Department of Transportation, the Comptroller General of the United States, and the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for five years after final payment under this AGREEMENT and until all other pending matters are closed.

14.5 FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14.6 NO OBLIGATION BY THE FEDERAL GOVERNMENT TO THIRD PARTIES

(1) The RTC and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or

liabilities to the RTC, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14.7 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The CONTRACTOR 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 the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, 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 FTA 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 CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14.8 SUSPENSION AND DEBARMENT

This AGREEMENT is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, which is attached hereto and made a part of this Agreement, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Regional Transit Committee. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Regional Transit Committee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14.9 FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor 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 Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor 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.

(2) The Contractor 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 FTA.

14.10 ENERGY CONSERVATION

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

14.11 CIVIL RIGHTS

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor 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 Contractor 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 Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor 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 Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

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

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the project shall contain all the provisions of this section.

14.13 COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into contract for Federal Transit Act, Section 18 federal assistance between RTC and the California Department of Transportation. These provisions require that the project “be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project”.

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of RTC if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating RTC vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

14.14 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

14.15 HEADINGS:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

14.16 SALE OR TRANSFER

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the RTC to such sale, assignment, or transfer. In the event of any violation of this Section, RTC may immediately terminate this AGREEMENT.

14.17 BINDING

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

14.18 NOTICE

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

RTC:

Regional Transit Committee
c/o Mardy Thomas, Senior Planner
P.O. Box 1070
Willows, CA 95988

CONTRACTOR:

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

GLENN TRANSIT SERVICE

CONTRACTOR

By _____
Chair, Regional Transit Committee

By _____
Authorized Official

WITNESSED:

Title

Federal Tax I.D. Number

By: _____

Exhibit A

Scope of Work

This page left intentionally blank.

EXHIBIT A - GLENN TRANSIT SHORT RANGE TRANSIT PLAN

SCOPE OF WORK

The Glenn County Transportation Commission will develop a Short Range Transit Plan to improve, promote and, if possible, expand the transit system in Glenn County. The Plan will guide any future changes to the current transit service model, routes, fare structure, and the purchase of new capital assets. In particular, the Plan will evaluate current transit operations to identify any potential efficiency gains that can be realized. Additionally, the Plan will help to reconcile patron transportation needs to route timing and stop locations. Together these evaluations will be used to develop service model enhancements or changes that can be implemented for the transit system. To assure fiscal constraint, each option will have a projected budget for implementation so that only feasible options will be put forth for consideration by Glenn Transit Service. Also, additional funding sources will be identified for current program revenue and to fund system expansion.

The below scope of work reflects the anticipated process and deliverables for the Glenn Transit Short Range Transit Plan.

RESPONSIBLE PARTIES

The Glenn County Transportation Commission with the assistance of a consulting firm will perform this work. The Commission has not selected a consulting firm and will use proper procurement procedures through a competitive Request for Proposals process. There may be minor changes to the scope of work to integrate innovative outreach approaches recommended by the consulting firm. Commission staff anticipates that figures will not deviate substantially and will not exceed the overall requested grant amount.

OVERALL PROJECT OBJECTIVES

- Evaluate current transit operations
- Receive input from stakeholders (disabled, senior citizens, low-income, employers, etc.)
- Develop options for improved service models
- Develop capital purchasing plan
- Conceptualize transit center plans
- Identify alternative revenue sources for transit programs
- More efficient transit operations
- Increased ridership
- Pursuit of relevant ITS enhancements
- Operational Cost Savings

1. PROJECT INITIATION

TASK 1.1: PROJECT KICK-OFF MEETING

- The Commission will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectation including invoicing, quarterly reporting, communication, and other relevant project information. Meeting summary will be documented
- Responsible Party: Glenn County Transportation Commission

TASK 1.2: STAFF COORDINATION

- Monthly project team meetings with consultants to ensure good communication on upcoming task and to assure that project remains on time and within budget. Caltrans staff will be invited to the project team meetings. Meetings may be held via conference call to reduce travel costs; however, Commission staff will try to hold a face-to-face meeting at least every other month.
- Responsible Party: Glenn County Transportation Commission

TASK 1.3: RFP FOR CONSULTING SERVICES

- Complete an RFP process for selection of a consultant using proper procurement procedures.
- Responsible Party: Glenn County Transportation Commission

TASK 1.4: IDENTIFY EXISTING CONDITIONS

- Gather background data on the transit system through the use of ridership survey and/or other methods including the evaluation of current transit routes, scheduling, funding, assets, overall operations and previous plans to identify constraints, opportunities or standards that should guide preparation of the plan.
- Gather data on population characteristics, travel behavior, travel patterns, and projections for the region.
- Responsible Party: Consultant

Task	Deliverable
1.1	Meeting Notes
1.2	Monthly Meeting Notes
1.3	Executed Consultant Contract
1.4	Existing Conditions Report

2. PUBLIC OUTREACH

TASK 2.1: COMMUNITY WORKSHOP #1

- Receive input on transit services within the communities of Willows, Orland, and Hamilton City. Project will be introduced along with background on transit system and its current funding sources (From Task 1.4). Input will be solicited on desired transit service model changes or enhancements and feedback on current services.
- Responsible Party: Consultant

TASK 2.2: COMMUNITY WORKSHOP #2

- Present Draft Plan to the communities of Willows, Orland, and Hamilton. Receive feedback on the proposals, plan objectives, and potential funding sources identified in the plan.
- Responsible Party: Consultant

TASK 2.3: STAKEHOLDER INTERVIEWS

- Interviews with stakeholders or stakeholder representatives to receive input on transit needs or desired transit system enhancements. Interviewees will include employers (in Glenn and Butte Counties), higher education, local school districts, low-income representatives, elder care facilities, senior citizen communities, and local elected officials.
- Responsible Party: Consultant

Task	Deliverable
2.1	PowerPoint Presentation, Workshop Summary
2.2	PowerPoint Presentation, Workshop Summary
2.3	Interview Summaries

** Note that all meetings will be publicly noticed to encourage attendance. Notices will be in English and Spanish. More than one meeting may be required in each area to ensure maximum outreach to all transit stakeholders. Task and project schedules will be revised as necessary to reflect any changes and identify required deliverables.*

3. SHORT RANGE TRANSIT PLAN

TASK 3.1: IDENTIFY PLANNING ISSUES AND OPPORTUNITIES

- Based on the input from Workshop #1 and the existing conditions report, the various issues and opportunities for each transit service will be developed. System weaknesses and strengths will be discussed with conceptual ideas for improvement.
- Responsible Party: Consultant

TASK 3.2: DEVELOP ALTERNATIVE SERVICE MODELS

- Based on the input from Workshop #1 and the existing conditions report, alternative service models will be developed. Each service model will include route timing, scheduling, administrative needs, rolling stock requirements, and any other physical facilities necessary for successful implementation. Conceptual route maps, tables, and drawings may also be included.
- Responsible Party: Consultant

TASK 3.3: DEVELOP FIVE-YEAR SERVICE PLAN

- Based on the input from Workshop #1 the existing conditions report, planning issues and opportunities, and alternative service models a service plan will developed. This section of the plan will address objectives, transit alternatives, and the individual transit programs (if necessary). Will include the operating and financial plan identifying funding for future implementation.
- Responsible Party: Consultant

TASK 3.4: DRAFT SHORT RANGE TRANSIT PLAN

- Develop the Operating and Financial Plan for the next five years. Review and identify potential funding sources for future implementation of the plan. The draft report will be presented at Workshop #2.
- Responsible Party: Consultant

**TASK 3.5: JOINT SOCIAL SERVICES TECHNICAL ADVISORY COUNCIL/TRANSIT COMMITTEE/
TRANSPORTATION COMMISSION MEETING**

- Coordinate a joint session among the advisory committee, the joint powers authority, and the commission to review the draft report. Solicit feedback, respond to questions, and resolve critical issues.
- Responsible Party: Glenn County Transportation Commission/Consultant

TASK 3.6: FINAL SHORT RANGE TRANSIT PLAN

- Complete the final report addressing any comments received during Workshop #2 and the joint meeting. Prepare all required hard copies and electronic copies for submittal to Caltrans. The financial contribution of the grant program will be credited on the report cover.
- Responsible Party: Consultant

TASK 3.7: ADOPTION OF PLAN

- Present the final Short Range Transit Plan to the Glenn County Regional Transit Committee and the Glenn County Transportation Commission. Resolve critical issues. Adopt the Glenn Transit Service Short Range Transit Plan.

- Responsible Party: Glenn County Transportation Commission/Consultant

Task	Deliverable
3.1	Draft Plan section
3.2	Draft maps and tables
3.3	Draft Five-year Service Plan section
3.4	Draft Short Range Transit Plan
3.5	PowerPoint Presentation, Workshop Summary, Meeting Minutes
3.6	Final Short Range Transit Plan
3.7	Meeting Minutes

4. PROJECT MANAGEMENT & ADMINISTRATION

TASK 4.1: FISCAL ADMINISTRATION

- Submit complete invoice packages to Caltrans District staff based on milestone completion-at least quarterly.
- Responsible Party: Glenn County Transportation Commission

TASK 4.2: QUARTERLY REPORTS

- Submit quarterly reports to Caltrans District staff providing a summary of project progress and grant expenditures.
- Responsible Party: Glenn County Transportation Commission

Task	Deliverable
4.1	Invoice Packages
4.2	Quarterly Reports