

---

# NOTICE OF REQUEST FOR PROPOSALS

The Glenn County Transportation Commission (GCTC) is requesting proposals from qualified consultants for preparation of a comprehensive update of its right-of-way and parcel fabric.

Firms interested in making proposals should obtain the detailed Request for Proposals by visiting [http://countyofglenn.net/govt/project\\_service\\_bids/](http://countyofglenn.net/govt/project_service_bids/) or by contacting:

Glenn County Transportation Commission  
c/o: Carlos Linarez-Hernandez, Transportation Planner  
225 N. Tehama Street  
Willows, CA 95988  
Telephone: (530) 934-6540  
FAX: (530) 934-6103  
e-mail: [transit@countyofglenn.net](mailto:transit@countyofglenn.net)

**SEALED PROPOSALS will be received at the above address until 5:00 p.m., Friday, April 4, 2025.**

Proposals must be clearly marked "GCTC Right-of-Way and Parcel Fabric Update."

All proposals and related documents shall be subject to funding agreements between GCTC and the California Department of Transportation. All offerors will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

GCTC 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.

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

## **CONTENTS**

I.	Introduction .....	4
A.	Information .....	4
B.	Background .....	4
II.	Scope of Services .....	5
A.	Required Services of the Consultant.....	5
1.	Scope of Work.....	5
B.	RFP/Agreement Schedule .....	8
C.	Questions & Comments .....	8
D.	RFP Addenda .....	8
E.	Verbal Agreement or Conversation .....	9
F.	Protests .....	9
III.	Required Submittal content and format.....	9
A.	General Information .....	10
B.	Proposed Project Approach .....	10
C.	Staff Qualification and Related Experience .....	11
D.	Proposed Fee Structures and Schedules .....	11
E.	Conflict of Interest .....	12
IV.	Consultant Selection Procedure .....	12
A.	Criteria.....	13
B.	Background Check.....	14
C.	Award of Contract.....	14
V.	General Conditions .....	14
A.	Legal Responsibilities .....	14
B.	Permits and Licenses.....	14
C.	Insurance and Indemnification .....	15
VI.	Examination of Contract Requirements and Acceptance of Proposal Content .....	16
A.	Withdrawal of Proposals.....	16
B.	Rejection of Proposals .....	17

C.	Evaluation of Proposals.....	17
D.	Proposal Pricing Guidelines .....	18
E.	Assignment of Contract .....	18
F.	Right to Require Performance .....	18
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/SCOPE OF WORK .....	22
2.	RESPONSIBILITIES OF GCTC.....	22
3.	COMPLETE AGREEMENT .....	22
4.	GCTC DESIGNEE.....	22
5.	INDEPENDENT CONTRACTOR .....	23
6.	SCOPE OF WORK .....	23
7.	CHANGES IN SCOPE OF WORK .....	23
8.	INDEMNIFICATION .....	23
9.	INSURANCE .....	24
10.	COMPENSATION .....	29
11.	TERM OF AGREEMENT .....	29
12.	TERMINATION .....	29
13.	ADMINISTRATION .....	30
14.	GENERAL PROVISIONS .....	31

---

# REQUEST FOR PROPOSAL

## UPDATE OF GLENN COUNTY'S RIGHT-OF-WAY AND PARCEL FABRIC

### **I. INTRODUCTION**

#### **A. INFORMATION**

The Glenn County Transportation Commission (GCTC) is requesting proposals from qualified consultants for a comprehensive update of Glenn County's right-of-way and parcel fabric.

This Request for Proposal is being issued by GCTC. Unless otherwise directed, all communications regarding this Request for Proposals should be submitted in writing to the Transportation Commission staff via e-mail at [transit@countyofglenn.net](mailto: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 person.

#### **B. BACKGROUND**

The GCTC is the designated Regional Transportation Planning Agency (RTPA) pursuant to California Government Code Section 29535. The GCTC encompasses Glenn County, the City of Orland and the City of Willows. As the designated RTPA, it is responsible for the transportation planning and project programming in Glenn County and is the policymaking body for the transportation system. The GCTC funds its operations through a combination of Rural Planning Assistance funds, grants, and Transportation Development Act (sales tax) funding. Staff from the Glenn County Planning & Community Development Services Agency serves as staff to the GCTC.

Glenn County is in the northern central valley of California, approximately 75 miles north of Sacramento. It is comprised of approximately 1,315 square miles and is bounded on the east by Butte County; the north by Tehama County; the west by Mendocino County and Lake County; on the south by Colusa County. The Sacramento River extends along the eastern boundary in a north-south direction. The eastern portion of the County is relatively flat and contains the majority of Glenn County's approximate 29,000 residents. In the western quarter of the county, the landscape rises into the Pacific Coast Range where mountain peaks are in excess of 6,000 feet in elevation. Approximately 27% of lands within Glenn County are government owned.

The cities of Willows and Orland are the two incorporated cities within Glenn. These cities contain approximately one half of the county population. There are several smaller unincorporated

communities throughout the County (Hamilton City, Ord Bend, Artois, Elk Creek, Butte City, Bayliss, Afton, Codora, and Glenn) and other communities in the unincorporated areas surrounding the two cities. The Grindstone Indian Rancheria is located north of the community of Elk Creek and is the official recognized Tribal government in the County.

There are three State highways and one interstate route which run through Glenn County: Interstate 5 and State Highways 162, 45, and 32. These highways form the framework of the surface transportation network in Glenn County. Glenn County has two general aviation airports. One is located on the west side of the City of Willows and the other is located east of the City of Orland. Neither airport supports passenger travel currently.

## **II. SCOPE OF SERVICES**

### **A. REQUIRED SERVICES OF THE CONSULTANT**

The qualified consultant shall perform all necessary tasks to prepare the update of Glenn County's right-of-way and parcel fabric. The consultant will be required to coordinate and work with the Glenn County GIS Analyst II.

#### **1. SCOPE OF WORK**

The scope of work for the update of right-of-way and parcel fabric, shall include, but not be limited to, the following tasks:

GCTC seeks to update roadway rights-of-way/parcel data and upgrade the current ArcMap fabric to the latest ArcGIS Pro parcel fabric platform to improve editing capabilities and enhance data accuracy. It is requested that the current parcel data be updated with update attributes and geometry (new splits, combines, and other changes). The data has been untouched for over 7 years and a backlog of updates are needed. Along with those updates, road rights-of-way is a priority for a cohesive update.

#### **Tasks & Deliverables**

##### **1. Assess/Development**

- a. Assessment of existing parcel and roadway data sources
- b. Asses integrating high-precision GPS PLSS control points that the into parcel fabric to refine parcel accuracy
- c. Development of a data matrix to define final schema

##### **2. Parcel Fabric Upgrade & Migration**

- a. Review and finalize data sources
- b. Convert existing ArcMap parcel fabric into ArcGIS Pro format
- c. Maintain attribute integrity and apply necessary schema modifications

### **3. Enterprise Deployment**

- a. Configure parcel fabric in the enterprise geodatabase
- b. Implement necessary geodatabase topology rules
- c. Establish publishing workflows and feature services

### **4. Quality Control & Staff Review**

- a. Conduct topology validation checks
- b. Review data accuracy and integrity with GIS Staff
- c. Address identified issues and finalize the migrated dataset

### **5. Training & Documentation**

- a. Provide custom training for GIS staff on new roadway/parcel fabric workflows
  - i. Set up Branch Versioning
- b. Deliver supporting documentation

## **Roadway and Parcel Updates**

Following the successful migration of the parcel fabric, local agency in coordination with consultants will address roadway rights-of-way data and it will be updated using available road plans. Additionally, a backlog of parcel updates, including new splits, combines, and adjustments will be addressed.

## **Tasks & Deliverables**

### **1. Roadway Rights-of-Way Updates**

- a. Review and incorporate road right-of-way data (estimate 650 miles)
- b. Align parcel data with roadway boundaries
- c. Address discrepancies and integrate new roadway acquisitions
- d. Add encumbrance subtype within parcel fabric

### **2. Parcel Data Updates (Approximately 5,000)**

- a. Review tax roll changes and integrate new parcel numbers
- b. Update parcel boundaries based on recorded documents
- c. Implement coordinate geometry (COGO) for precise parcel dimensions

### **3. Final Data Validation & Review**

- a. Conduct a final quality assessment of parcel and roadway updates
- b. Review updates with GCTC/GIS staff for approval

### **4. Deployment & Maintenance Support**

- a. Assist with integrating updated data into the agencies GIS environment
- b. Provide guidance on future parcel fabric maintenance best practices

## Megabyte Integration

### Objective:

Implement an automated process to integrate tax database files from Megabyte with GIS parcel data, ensuring up-to-date internal and public feature classes.

### Key Responsibilities:

#### 1. Local Agency Responsibilities:

- a. Export tax data from Megabyte into a compatible format (CSV, XLS, etc.).
- b. Provide a list of required data fields for internal and public parcel layers.
- c. Ensure tax database APN fields align with parcel feature class fields.
- d. Share access details for the enterprise geodatabase and necessary permissions.
- e. Provide a server with SQL Server Management Studio (if applicable).
- f. Allow access to the ArcGIS Server where scripts will run.
- g. Participate in meetings and manage data updates post-project.

#### 2. Consultant Responsibilities:

- a. Develop two new feature classes: **ParcelsPublic** and **ParcelsInternal**.
- b. Create automated processes for integrating Megabyte files with the geodatabase.
- c. Establish views for internal and public parcel data.
- d. Develop/configure Parcel Viewer for public viewing using the existing ArcGIS Online Organizational License
- e. Schedule automated data updates and set up processes on designated server.
- f. Conduct an online session to review setup and process functionality.

### Deliverables

New feature classes in the enterprise geodatabase

- ParcelsPublic
- ParcelsInternal
- Consultant will develop a process that will do the following:
  - Process the Megabyte files into the enterprise geodatabase
  - Setup 2 views to join the parcels feature class to the megabyte files
  - InternalParcelsView
  - PublicParcelsView
- Update the data in the ParcelsPublic feature class with data from the PublicParcelsView
- Update the data in the ParcelsInternal feature class with data from the InternalParcelsView
- Process will be setup to run as a scheduled task on the server specified

- Develop/configure Parcel Viewer for public viewing using the existing ArcGIS Online Organizational License

The consultant will work under the direction of the GCTC Executive Director who will have final approval authority of all issues in the review process. Proposer shall propose the project scope of work that it feels necessary to satisfactorily complete the project, and meet project objectives.

GCTC 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 4, 2025	GCTC issues RFP
March 14, 2025	Deadline for submitting written questions to the GCTC.
March 19, 2025	Deadline for submitting protests to the GCTC.
<b>April 4, 2025</b>	<b><u>Proposals due no later than 5:00 pm.</u></b>
April 7-9, 2025	Evaluation of proposals, determining which are responsive and fall within a competitive range.
April 17, 2025.	Contract award at GCTC meeting.
<i>June 30, 2026</i>	<i>Contract ends.</i>

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

#### C. QUESTIONS & COMMENTS

Written questions and comments must be submitted by 3:00 p.m. on March 14, 2025. The written response is expected to be sent by March 19, 2025, 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 Carlos Linarez-Hernandez, Transportation 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 uploaded to a Microsoft SharePoint folder which will be emailed to vendors interested in responding to the RFP. 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 GCTC 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 GCTC Regional Transportation Plan Update RFP, c/o Carlos Linarez-Hernandez, Transportation Planner, 225 N. Tehama Street, Willows, CA 95988 by 5:00 p.m. on March 19, 2025.

**III. REQUIRED SUBMITTAL CONTENT AND FORMAT**

Proposals must be received by GCTC at the location stated in the “NOTICE OF REQUEST FOR PROPOSALS” prior to and **no later than 5:00 p.m., April 4, 2025. Proposals must be delivered to:**

**GCTC right-of-way and parcel fabric update  
c/o Carlos Linarez-Hernandez, Transportation Planner  
225 N. Tehama Street  
Willows, CA 95988**

GCTC 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, five (5) duplicate copies and one electronic copy (in Portable Document Format) of the complete proposal in sealed envelope(s) marked “GCTC Regional Transportation 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:

#### 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/insurance information—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 GCTC should be aware. Clearly indicate the levels of participation you will expect from GCTC 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, including transportation issues in rural areas.

Consultant shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. 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 three (3) 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 GCTC 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 GCTC.

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 GCTC.

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 GCTC

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 GCTC will not include compensation in the contract for items not addressed.

- Include a total cost to provide service based on the consultant's 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 GCTC.

#### E. CONFLICT OF INTEREST

- Disclose any financial, business or other relationship with GCTC or any member of Glenn County Planning & Community Development Services 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 GCTC. The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a list of responsive firms
- Interview firms on the established list (at the discretion of GCTC)
- Identify best qualified firm
- Determine which, if any, alternates will be selected
- 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 GCTC. This group may consist of representatives of GCTC staff, members of the GCTC Technical Advisory Committee, and neighboring Regional Transportation Planning Agencies. 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. GCTC 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 to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation should GCTC choose to conduct interviews with firms listed by the selection committee.

Criteria	As Demonstrated By:	Weight of Criteria
<b>Merit of Proposal/Presentation</b>	<ul style="list-style-type: none"> <li>• Proposal, thoroughness and approach;</li> <li>• Demonstrated understanding of project and requirements.</li> <li>• Proposal content/methodology.</li> </ul>	35
<b>Individual/Firm Qualifications and Expertise</b>	<ul style="list-style-type: none"> <li>• Staff qualifications;</li> <li>• Adequacy of staff to perform work.</li> <li>• Understanding of regional transportation issues</li> </ul>	25
<b>Record of Past Performance</b>	<ul style="list-style-type: none"> <li>• References;</li> <li>• Ability to work effectively with GCTC staff or other public agencies and related parties;</li> <li>• Demonstrated ability to complete work tasks within project timelines and project budgets.</li> </ul>	20
<b>Fees</b>	<ul style="list-style-type: none"> <li>• Reasonableness of costs</li> </ul>	20

Prior to the award of contract, the GCTC 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 the GCTC is unable to assure itself of the Proposer's ability to perform under the contract, if awarded, the GCTC 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**

The GCTC 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 the GCTC, the Proposer consents to such an inquiry and agrees to make available to GCTC such books and records as GCTC deems necessary to conduct the inquiry.

#### **C. AWARD OF CONTRACT**

The successful firm will be required to execute a service agreement with the GCTC. 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 the GCTC and without notice to the consultant prior to award of contract. The GCTC 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 is expressly referred to herein or not.

By submitting a proposal, the Consultant certifies compliance 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 Consultant's 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. Also, coverage amounts of \$2,000,000 for Professional Liability and Cyber Liability may be required unless waived by the Executive Director.

Such insurance shall include 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 GCTC 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" 16 or similar language. Contractor's insurance coverage shall be primary noncontributing insurance as it relates to any other insurance or self-insurance available to 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 County Transportation Commission, 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 the GCTC, upon which the Proposer 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 the GCTC and clarified prior to the submission of proposals.

Should the Proposer believe there has been supplemental or oral modification, it shall be Proposer's 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 the GCTC. The request shall be executed by the Proposer or his duly authorized representative. The



withdrawal of the proposal 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. The GCTC may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The GCTC 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 the GCTC, such information was intended to mislead the GCTC in its evaluation of the proposal, such 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 group may consist of representatives of GCTC staff, members of the GCTC Technical Advisory Committee, and neighboring Regional Transportation Planning Agencies. In connection with its evaluation, the GCTC 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.

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 the GCTC 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 the GCTC.

4. Proposer shall indemnify and hold harmless the GCTC, Glenn County, their 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 the GCTC or Glenn County.
5. Proposer shall hold the GCTC 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 the GCTC 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, the GCTC shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the GCTC 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 the GCTC unless such assignment had prior written approval and consent of the GCTC. In the event the GCTC 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 the GCTC at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the GCTC thereafter to enforce the same. Nor shall waiver by the GCTC 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 the GCTC, Glenn County, or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the GCTC.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the GCTC that no relationship exists between the Proposer and any GCTC 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 the GCTC.

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 Practices 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 the GCTC and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after the GCTC has approved award of the contract. Proposers are to indicate any restrictions on the use of data contained in their responses.

K. INCURRING COSTS

The GCTC is not liable for any cost incurred by proposers in responding to this RFP, or incurred in response to any requests to proposers by GCTC.

## **VII. PROPOSAL FORM CHECKLIST**

### **ATTACHED TO THIS PROPOSAL ARE THE FOLLOWING ITEMS:**

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

## **DRAFT AGREEMENT**

### **GLENN COUNTY TRANSPORTATION COMMISSION**

#### **CONSULTANT SERVICES TO PREPARE A COMPREHENSIVE UPDATE OF THE RIGHT-OF-WAY AND PARCEL FABRIC**

This AGREEMENT for the preparation of a comprehensive update the right-of-way and parcel fabric for the Glenn County Transportation Commission is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 by and between the Glenn County Transportation Commission, hereinafter referred to as "GCTC," and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

#### **1. RESPONSIBILITIES OF CONTRACTOR/SCOPE OF WORK**

During the term of this AGREEMENT, CONTRACTOR shall perform all necessary tasks to provide GCTC with the update to the right-of-way and parcel fabric. The project will require work with GCTC staff and the local agency GIS staff/public works staff.

- a. CONTRACTOR shall perform all tasks, meetings, and meet all deadlines outlined in Exhibit A.

#### **2. RESPONSIBILITIES OF GCTC**

During the term of the AGREEMENT, GCTC shall provide CONTRACTOR necessary permissions, ArcGIS server, required data fields, and export tax data. In addition, staff will provide prompt advice and direction in all matters requiring GCTC'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 GCTC 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. GCTC'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 GCTC's right to such performance by CONTRACTOR.

#### **4. GCTC DESIGNEE**

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

## **5. INDEPENDENT CONTRACTOR**

CONTRACTOR'S relationship to GCTC 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 the GCTC. 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 GCTC.

## **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 GCTC 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, GCTC 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 - GCTC AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

## **8. INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold GCTC, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of CONTRACTOR, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this AGREEMENT, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. CONTRACTOR shall defend, at CONTRACTOR'S own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against GCTC, its officials, officers, employees, agents or volunteers. CONTRACTOR shall pay and

satisfy any judgment, award or decree that may be rendered against GCTC or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. CONTRACTOR shall reimburse GCTC and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by GCTC or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent CONTRACTOR'S Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR. This section shall survive any expiration or termination of this AGREEMENT.

## **9. INSURANCE**

### **9.1 INSURANCE**

Without limiting CONTRACTOR'S indemnification of the GCTC, CONTRACTOR shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by CONTRACTOR, CONTRACTOR'S agents, representatives, employees, and subcontractors.

#### **9.1.1. Minimum Scope and Limit of Insurance**

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.



- iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Contractor certifies that it has no employees).

Contractor certifies that it has no employees:

☐ Waived: \_\_\_\_\_

Signature of Executive Director

- iv. Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. This provision may be waived by the Executive Director.

☐ Waived: \_\_\_\_\_

Signature of Executive Director

- v. Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Executive Director.

☐ Waived: \_\_\_\_\_

Signature of Executive Director

### 9.1.2. Other Insurance Provisions

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

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - i. Additional Insured Status. The GCTC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
  - i. Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the GCTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the GCTC, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - ii. Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the GCTC.
  - iii. Waiver of Subrogation. Contractor hereby grants to GCTC a waiver of any right to subrogation which any insurer of said Contractor may acquire against the GCTC by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the GCTC has received a waiver of subrogation endorsement from the insurer.

- iv. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the GCTC. The GCTC may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or GCTC.
  - v. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the GCTC.
  - vi. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:
    - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;
    - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and
    - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.
2. Verification of Coverage. Contractor shall furnish the GCTC with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to GCTC before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The GCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
3. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that GCTC is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the GCTC. The GCTC shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.
5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:
  - i. Adequate life protection and lifesaving equipment and procedures;
  - ii. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and
  - iii. Adequate facilities for the proper inspection and maintenance of all safety measures.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to GCTC 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 GCTC 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 GCTC. The GCTC 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. GCTC, 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 June 30, 2026. CONTRACTOR shall commence performance under the terms of this AGREEMENT upon notice from Staff of the GCTC and shall complete the duties described herein on or before June 30, 2026.

#### **12. TERMINATION**

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

##### **12.1 BASIS FOR TERMINATION:**

FOR CONVENIENCE: GCTC 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: GCTC 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 GCTC 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 GCTC 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.

#### 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 GCTC or any future CONTRACTOR selected by GCTC, CONTRACTOR'S full cooperation in the transition to GCTC 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 GCTC. 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 GCTC, 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 GCTC 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 29 liabilities to the GCTC, 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 Glenn County Transportation Commission. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Glenn County Transportation Commission, 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. 32

(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.

(d) 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 GCTC 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 GCTC 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 GCTC 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 GCTC to such sale, assignment, or transfer. In the event of any violation of this Section, GCTC 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 affected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

GCTC:

Glenn County Transportation Commission  
c/o Carlos Linarez-Hernandez, Transportation Planner  
225 N. Tehama Street  
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 COUNTY TRANSPORTATION  
COMMISSION

CONTRACTOR

By \_\_\_\_\_  
Chair, Glenn County  
Transportation Commission

By \_\_\_\_\_  
Authorized Official

WITNESSED:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

By: \_\_\_\_\_  
Mardy Thomas, Executive Director

Approved as to Form: \_\_\_\_\_  
Gregory P. Einhorn, Legal Counsel

# **Exhibit A**

## **Contractor Proposal**

# **Exhibit B**

## **Compensation**



**Exhibit C**

**Approved Amendments –  
GCTC Agreement**