



STAFF REPORT

MEETING DATE:	June 30, 2015
SUBJECT:	Authorize Agreement for On-Call Information Technology Support Services
AGENDA ITEM:	5-8
STAFF CONTACT:	Sean Tiedgen, AICP, Senior Transportation Planner

STAFF RECOMMENDATION:

It is recommended that the board of directors authorize the executive director to enter into a technical services agreement with Apex Technology Management (Apex) for information technology support services for a five-year term, not to exceed \$110,000.

DISCUSSION:

Information technology support services are needed to maintain the agency's hardware and software, backup files, and provide technical support to staff. SRTA has maintained an on-call information technology support services contract since 2012. The agency's current agreement with Apex expires June 30, 2015.

Two proposals were received in response to the agency's request for proposals (RFP). Apex is recommended based on technical qualifications and a competitive fee schedule. A five-year agreement is recommended to stabilize costs and minimize disruption of services. The annual, not-to-exceed amount (\$22,000) covers the monthly flat service rate (\$15,103 per year with 3.5% escalation effective each July) for day-to-day technical support, and contingencies such as special projects and SRTA changes in inventory support needs.

ALTERNATIVES:

The board of directors may choose a different firm, circulate a new RFP, or delay this item to request additional information. If delayed, it is recommended that the board of directors authorize the executive director to enter into a month-to-month service contract with Apex to avoid any disruption of services.

FINANCING:

Information technology support services are reimbursed as overhead to SRTA through the Indirect Cost Allocation Plan in order to recover costs proportionally across all SRTA fund sources.

A blue ink signature of Daniel S. Little, written in a cursive style.

Daniel S. Little, AICP, Executive Director

Attachment: Technical Services Agreement with Apex Technology Management, Inc. for On-Call Information Technology Support Services

**TECHNICAL SERVICES AGREEMENT BETWEEN
THE SHASTA REGIONAL TRANSPORTATION AGENCY AND
APEX TECHNOLOGY MANAGEMENT, INC. FOR PROVIDING
ON-CALL INFORMATION TECHNOLOGY SUPPORT SERVICES**

This agreement (Contract #2015-05) is entered into between the Shasta Regional Transportation Agency ("SRTA") and Apex Technology Management, Inc. ("Consultant") for the purpose of providing on-call information technology (IT) support services.

1. RESPONSIBILITIES OF CONSULTANT

- A) Consultant shall provide their Gold Level support services as outlined in Attachment A on a monthly basis. For work not covered by the monthly services, a work order will be requested by SRTA and Consultant shall provide a detailed scope of work, schedule, and budget for the project. Consultant will not start work on any project unless a notice to proceed is given in writing.
- B) As required by California Government Code Section 7550, each document or report prepared by Consultant, for or under the direction of SRTA pursuant to this agreement, shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: Shasta Regional Transportation Agency, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."
- C) Consultant will not install, support or troubleshoot unlicensed software and will inform SRTA if any such software is found on supported devices.
- D) Consultant shall provide 30 days written notice to SRTA, prior to July 1 of each year, if hourly rates in Attachment B, Section B are subject to change.

2. RESPONSIBILITIES OF SRTA

- A) SRTA shall compensate Consultant as set forth in section 3 of this agreement and shall monitor Consultant's performance.

employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, SRTA will not reimburse those amounts in excess of the DPA rates.

Consultant will require that it and its subcontractors be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items (contractors shall refer to, 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or parties shall comply with applicable regulations (i) 2 CFR part 220, "Cost Principles for Educational Institutions (OMB Circular A-21);" (ii) 2 CFR part 230, "Cost Principles for Non-Profit Organizations (OMB Circular A-122); and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Contractor, and subcontractor(s), as applicable shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Consultant, and its subcontractors, shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e direct labor, other direct costs, consultants/subcontractor, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, Consultant and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of the contract duration and for three (3) years from the date of final payment to Consultant or until audit resolution is achieved for each annual SRTA Overall Work Program Agreement, whichever is later. The State, the California State Auditor, or any duly authorized representative of the State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and Consultant and its subcontractors shall furnish copies thereof if requested.

- C) Termination for Cause – If Consultant materially fails to perform duties to the satisfaction of SRTA or if Consultant fails to fulfill in a timely and professional manner obligations under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then SRTA shall have the right to terminate this agreement for cause effective immediately upon SRTA giving written notice thereof to Consultant. If termination for cause is given by SRTA to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph D of this section.
- D) Termination without Cause – SRTA may terminate this agreement without cause on 30 days' written notice to Consultant. SRTA shall pay Consultant for all work satisfactorily completed as of the date of notice.
- E) Immediate Termination – SRTA may terminate this agreement immediately upon oral and/or written notice should funding cease, or be materially decreased, during the term of this agreement.
- F) Stop Work Order – SRTA may, in order to investigate a possible deficiently-performing consultant or, in some instances protect itself and/or consultant from financial risk associated with lapsed funding, may request a stop order on all consultant work associated with this agreement. Such stop work order will be delivered in writing to the consultant and shall be effective immediately.
- G) SRTA's right to terminate this agreement may be exercised by the Executive Director, or his/her designee.
- H) Disposition of, Title to and Payment for Work upon Expiration or Termination –

Upon expiration of this agreement or termination for cause or termination for the convenience of a party, all finished or unfinished documents and other materials (e.g. finished and unfinished reports, data, studies, photographs, charts, and other documents), if any, and all rights therein shall become, at the option of SRTA, the property of and shall be promptly returned to SRTA, although Consultant may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this agreement, any copyrightable or patentable work created by Consultant under this agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only SRTA shall be entitled to claim or apply for the copyright or patent thereof.

- I) Payment Terms Upon Termination – Consultant shall only be paid for services completed and provided prior to the notice of termination. Consultant shall be paid for the percentage of work completed under the Agreement, as agreed to by the agency, to the total compensation authorized by the agreement, less payments of compensation previously made.

9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

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

10. EMPLOYMENT STATUS OF CONSULTANT

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

11. INDEMNIFICATION

Consultant shall defend, hold harmless, and indemnify SRTA, its elected officials, officers, employees, and agents against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of SRTA counsel and counsel retained by SRTA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of SRTA) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of SRTA. Consultant shall also defend and indemnify SRTA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless SRTA with respect to Consultant's "independent contractor" status that would establish a liability on SRTA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

(2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the agreement and continue coverage for a period of three years after the expiration of the agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the agreement.

(3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the *Shasta Regional Transportation Agency (SRTA), its elected officials, officers, employees, agents, and volunteers as an additional insured* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to SRTA*. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.

(4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds."

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

a) As if each Named Insured were the only Named Insured; and

b) Separately to each suit insured against whom a claim is made or suit is brought."

(5) Consultant shall provide SRTA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement. The accountant/finance officer, or his designee, shall approve the insurance certificate. A copy of the insurance certificate will be kept in the project file.

(6) The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time during the term of the agreement, Consultant shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment

- (4) Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - (5) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - (6) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - (7) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - (8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - (9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - (10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- B) The Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SRTA'S OWP and found online at http://www.fta.dot.gov/grants/12825_93.html. Such assurances shall apply to the Consultant to the same extent as SRTA, including but not limited to the following areas:
- (1) Authority of Applicant and its Representatives;
 - (2) Standard Assurances;
 - (3) Intergovernmental Review Assurance;
 - (4) Suspension and Debarment Certification;
 - (5) U.S. OMB Assurances in SF-424B and SF-424D.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A) It is the policy of SRTA, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with FHWA/FTA funds provided under this agreement.

- B) The Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment, as well as its subcontractors, are free from such discrimination and harassment. The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this agreement by reference and made a part hereof as set forth in full. The Consultant shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- C) In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, SRTA shall impose such contract sanctions as it, the DOT, or other applicable funding agency may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Consultant under this agreement until the Consultant complies; and/or
 - (2) Cancellation, termination or suspension of the agreement, in whole or in part.
- D) Consultant shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.
- E) The Consultant shall include the provisions of this Section in every agreement with its subcontractor(s). The Consultant shall take such action with respect to any such agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

17. COMPLIANCE WITH LAWS

- A) Consultant will observe and comply with all applicable federal, state, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this agreement.
- B) Consultant agrees to adhere to the Buy America regulations which apply to federally- assisted, typically development and/or construction activities subject to a NEPA determination, procurements exceeding certain amounts. Buy America regulations require Consultant to provide goods produced or manufactured in the US, unless the federal government has granted a waiver authorized by those regulations.

- G) Consultant will comply with appropriate Patent and Rights in Data requirements (37 C.F.R. Part 401 and 49 C.F.R. Part 18).
- H) Consultant will comply with 49 U.S.C. 40118 in accordance with the General Service Administration's regulations at 41 C.F.R. Part 301-10.
- I) Consultant, in accordance with 49 U.S.C. Section 5325(b)(3), will ensure that all federally assisted contracts and subcontracts including program management, architectural engineering, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping or related services must be performed (i.e. a consultant cannot incur and invoice the agency any unallowable, unallocable, or unreasonable costs prohibited by the Federal Acquisition Regulations (FAR) and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles. The consultant, its sub-consultants, and sub-recipients must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant federal or state government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation, negotiation, administration, reporting, change order, options, and payments, not limited by administrative or de facto ceilings.

18. ACCESS TO RECORDS/RETENTION

SRTA, federal, and state officials shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or SRTA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after SRTA makes final payment hereunder.

19. LICENSES AND PERMITS

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

20. PERFORMANCE STANDARDS

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

with respect thereto shall vest in SRTA without payment of royalty or any other additional compensation.

Notwithstanding anything to the contrary contained in this agreement, all proposals submitted in response to an RFP will become the exclusive property of the agency. At such time as the executive director recommends a proposal to the SRTA Board of Directors and such recommendation appears on the board agenda, all proposals submitted in response to the RFP shall become a matter of public record and shall be regarded as public records. **If there are any trade or proprietary secrets included by the consultant, the consultant may provide a different copy of the proposal that would be acceptable to release to the public. If an alternate document is not made available to SRTA by the consultant, then the original proposal, as submitted, will be released as requested.** Proprietary information can include secret formulas, processes, and methods used in production. It can also include a company's business and marketing plans, salary structure, customer lists, contracts, and details of its computer systems. In some cases, the special knowledge and skills that an employee has learned on the job are considered to be a company's proprietary information.

25. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Attachment A - SCOPE OF WORK

This is a list of typical on-call tasks that may be requested, including descriptions of the possible types of activities. It is not a comprehensive list, but is illustrative in nature.

Specific Services Covered:

Up to Two(2) servers and Eight (8) PC's/Laptops

Additional servers can be added at any time. (\$277.38/month)

Additional workstations/laptops can be added at any time. (\$87.98/month)

Servers

- Both local and hosted (cloud) servers are supported (if covered under agreement). Apex may be limited in our ability to manage the systems depending on the hosting environment.
- Server Backup Monitoring (Suitable backup system provided by client. Client responsible for rotation of backup media)
- Unlimited 9x5* Helpdesk Support
- Remote Disaster Recovery
- Remote Support
- Remote Maintenance
- Event Log Monitoring
- Monitor Drive Space On All Supported Servers
- 24x7 Monitoring Of Server Availability
- 24x7 Monitoring Of Critical Devices & Services
- 24x7 Remote Access For Server Down Situations
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

Network Infrastructure

- Unlimited 9x5* Remote Helpdesk Support
- Management Of Router & Firewall Rules
- Existing Wireless Access Point Configuration & Maintenance
- Virtual Private Network (VPN) & Wide Area Network (WAN) Monitoring
- Key Network Element Configuration Backup

Workstations

- Unlimited 9x5* Remote Helpdesk Support
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

- Assistance with Vendor Selection & Management
- IT Purchasing
- Warranty Management of Covered Devices
- Create And Maintain An Inventory Of Hardware, Software And Network Equipment (IT Asset Tracker) in collaboration with SRTA staff
- Assistance With Grant Requests

Monthly Management or Board Meeting Participation

Other Advantages

- Service Level Agreement
- Priority Response For All Calls
- Discounted Rates For Project Work And MACs (Moves, Adds & Changes)
- Proactive Issue Detection And Resolution
- Highest Priority Response To Network Issues

Discounted Professional Services Rates

- Current Gold Rates (at the time of this quote) range from \$75-\$115, depending on the level of tech, and/or the type of service required (compared to \$105-\$155 for Standard/Non-Total Support Plan clients). Hourly rates are subject to change.

* 9x5 refers to the Apex NOC (Network Operations Center) HelpDesk hours of 8:00 am – 5:00 pm M-F, excluding holidays

Additional Details

A: Procurement

SRTA staff duties and technological needs vary. The consultant is expected to become sufficiently familiar with SRTA's functions and staff to be able to recommend equipment and standard office software applications that meet SRTA's office needs. Consultant should assist SRTA in necessary procurements and ensure they are consistent with SRTA's adopted policies.

B: Not Included

This contract does not obligate SRTA to purchase computer equipment, replacement parts, hardware devices, cabling, licenses, or software et al. from Consultant. The scope of this contract does not cover computer equipment, telephone systems, software and networks not owned by SRTA.

Attachment C – CPG SUBRECIPIENT RESPONSIBILITIES FOR DBE REPORTING

CPG Subrecipient Responsibilities for DBE include:

- Participation in the race neutral DBE Program when contracting/awarding to subrecipients or planning consultants involving any fraction of federal CPG funds.
- Participation in the race neutral DBE Program even if subrecipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.
- Completion of the FTA DBE Uniform Report form (*See Attachment D*) twice a year: April 1st and October 1st. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate HQ ORIP Liaison.
- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.
- Development and maintenance of a Bidder's List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder's List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.
- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:
 - 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 applicable requirements of 49 CFR Part 26 in the award and administration of United States 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.

contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- 3) The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Attachment E – Exhibit 10-O2 Consultant Contract DBE Information

Local Assistance Procedures Manual

EXHIBIT 10-O1
Consultant Proposal DBE Commitment

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>Shasta Regional Transportation Agency</u>			
2. Project Location: <u>1255 East Street, Suite 202 Redding, CA 96001</u>			
3. Project Description: <u>On-Call Information Technology (IT) Support Services</u>			
4. Consultant Name: <u>Apex Technology Management, Inc. (not a DBE company)</u>			
5. Contract DBE Goal %: <u>0</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
IT Support Services	N/A	N/A	0
Local Agency to Complete this Section		10. Total % Claimed	0 %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		 11. Preparer's Signature <u>Thomas Grisell</u> 12. Preparer's Name (Print) <u>VCIO</u> 13. Preparer's Title <u>6/19/2015</u> <u>(530) 248-1000</u> 14. Date 15. (Area Code) Tel. No.	
19. Local Agency Representative Name (Print) _____			
20. Local Agency Representative Signature _____	21. Date _____		
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____		

Distribution: (1) Original -- Consultant submits to local agency with proposal
(2) Copy -- Local Agency files