

# REQUEST FOR PROPOSALS

## IT Support Services

SRTA Solicitation Number: S-00036

|                            |                                                      |
|----------------------------|------------------------------------------------------|
| <b>Issued:</b>             | April 15, 2025                                       |
| <b>Contract Capacity:</b>  | Estimated budget of \$283,000                        |
| <b>Performance Period:</b> | Project to be completed by June 30, 2030             |
| <b>Payment Method:</b>     | Cost Reimbursement                                   |
| <b>Facilities Tour</b>     | 11:00 a.m. to 12:00 p.m. PDT on April 21, 2025       |
| <b>Submissions Due:</b>    | 3:00 p.m. PDT on May 16, 2025                        |
| <b>Contact Person:</b>     | Laurent Beauregard, Assistant Transportation Planner |

Interested applicants must [subscribe](#) to SRTA's bid posting webpage to receive notices when information and possible RFP addenda become available.

Shasta Regional Transportation Agency  
1255 East Street, Suite 202  
Redding, CA 96001  
(530) 262-6190



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## About the Shasta Regional Transportation Agency (SRTA)

### 2025 SRTA Board of Directors

| Board Member               | Affiliation                                    |
|----------------------------|------------------------------------------------|
| Greg Watkins, Chair        | City of Shasta Lake                            |
| Mike Gallagher, Vice Chair | City of Anderson                               |
| Tenessa Audette            | City of Redding                                |
| Erin Resner                | City of Redding and Redding Area Bus Authority |
| Kevin Crye                 | Shasta County, District 1                      |
| Matt Plummer               | Shasta County, District 4                      |
| Chris Kelstrom             | Shasta County, District 5                      |

## Introduction

Shasta Regional Transportation Agency (SRTA) is the designated Metropolitan Planning Organization (MPO) for the Shasta County region. Member agencies are the cities of Anderson, Redding, and Shasta Lake; the county of Shasta; and the Redding Area Bus Authority (RABA). Information regarding SRTA, regional plans and programs, and this procurement are available online at [www.srta.ca.gov](http://www.srta.ca.gov).

SRTA is nearing the end of its current five-year contract for information technology (IT) support services with Apex Technology Management, Inc. In alignment with SRTA's procurement policies and in the interest of full and open competition, SRTA is soliciting proposals from qualified firms to provide comprehensive IT support services. The selected vendor will enter into a new cost-reimbursement contract for an anticipated five-year term, funded with a combination of federal, state, and/or local sources. Subject to SRTA Board of Directors approval, the terms of the agreement may be extended at the end of the agreement by the executive director for up to one (1) year at a prorated amount, to avoid a gap or disruption of services.

SRTA seeks a collaborative IT partner to provide ongoing technical support, strategic IT planning, system monitoring and maintenance, cybersecurity support, equipment procurement assistance, and documentation of IT assets. Services may include both regularly scheduled support and as-needed task orders for specific projects or upgrades. The selected vendor should have demonstrated experience providing responsive customer service, proactive IT management, and support for small public agencies.

## Project Background

SRTA is located in a two-story building at 1255 East Street, Redding, California. SRTA currently occupies the majority of the second floor, which is approximately 4,200 square feet in size. SRTA's workspace is comprised of a waiting room/lobby area, break room, server room, copier room, one conference room, and nine office spaces. There is also a tenant in Suite 201, who handles their own IT needs but shares a portion of the equipment in the 2<sup>nd</sup>-floor conference room.

SRTA's current technology infrastructure consists of approximately the following:

- Nine (9) workstation PCs (Windows 10/11 Professional)
- One (1) iMac (macOS with Boot Camp Windows partition)
- Four (4) older PCs in reserve for emergency use
- Three (3) laptops (two (2) Windows)
- Four (4) tablets (two (2) iPads, one (1) Android, one (1) Windows Surface)
- One (1) networked printer
- One (1) networked copier (multi-function machine)
- Two (2) HDTVs and one (1) media PC (conference room)
- One (1) rack-mounted primary server (Microsoft Windows Server 2022)
- One (1) rack-mounted secondary server (Microsoft Windows Server 2022)
- One (1) rack-mounted power supply
- Nine (9) Uninterrupted Power Supplies (UPS)
- Two (2) network switches
- One (1) firewall appliance
- One (1) electronic door lock and doorbell intercom system (leased from another vendor)
- One (1) networked video recorder and camera system (leased from another vendor)
- Five (5) WAPs
- Network cabling
- ESI-50 Communication Server: 3 ESI60 phones, 7 ESI40 phones and voicemail
- Three (3) phones on the Verizon network (two(2) iPhones and one (1) Samsung)

SRTA's specialized software includes:

- QuickBooks Premier
- ESRI ArcGIS Desktop (two (2) licenses)
- ESRI ArcGIS Online
- Bentley Systems Cube and OpenPaths travel modeling software (Enterprise license)
- Adobe Creative Cloud licenses
- Microsoft Office 365 Business Premium (ten (10) licenses)
- Microsoft Project
- OneDrive
- Zoom conferencing
- Keeper password management

- Microsoft Teams
- Duo Mobile 2FA
- Sonic Wall Net Extender VPN
- Alarm system camera open source C3 software (vendor provided)
- Remote access solutions for hybrid/remote work (as applicable)

The following site is included in this proposal for IT support services:

SRTA Building  
1255 East Street, Suite 202  
Redding, CA 96001  
Phone: (530) 262-6190  
Fax: (530) 262-6189

## Project Scope of Work

SRTA is seeking a qualified consultant to provide monthly information technology (IT) support services, as-needed IT project task orders, and equipment purchases for an approximately five-year term.

The proposals submitted must include the needs outlined below. SRTA welcomes additional suggestions and innovative approaches to help achieve project goals.

### Project Management and strategic Planning

SRTA staff have limited in-house expertise related to information technology (IT) management, strategic planning, and infrastructure oversight. The selected vendor shall provide virtual Chief Information Officer (vCIO) services to support SRTA in day-to-day IT operations, long-term planning, and strategic decision-making. The vCIO will serve as SRTA's trusted technology advisor, maintaining regular communication with SRTA's designated IT liaison, including monthly check-ins, project updates, and planning discussions. Typical responsibilities of the vCIO include, but are not limited to:

- Network Assessment
  - Evaluate SRTA's existing IT infrastructure, policies, and procedures.
  - Identify gaps, vulnerabilities, and security concerns.
  - Recommend maintenance and corrective actions to ensure network reliability, security, and compliance with best practices.
  - Develop and maintain a network diagram.
- Strategic Planning and Analysis
  - Conduct monthly meetings with SRTA IT liaison to review operations, priorities, and needs.

- Develop and maintain a strategic technology plan addressing hardware and software lifecycle management, network upgrades, security protocols, and emerging technology needs.
- Maintain an IT Asset Inventory to track all hardware, software, licenses, warranties, service agreements, and domain registrations, including associated renewal and expiration dates.
- Regularly review SRTA's IT environment and provide recommendations for improvements to ensure compatibility, efficiency, and security across all systems and services.
- Advise on technology solutions to increase agency productivity, streamline operations, and reduce costs.
- IT Budgeting
  - Assist SRTA in the development of an annual IT budget, inclusive of hardware, software, licensing, subscriptions, and support services.
  - Provide budget estimates and replacement schedules for aging infrastructure.
  - Prepare draft IT budgets for SRTA review by March 31 of each year, in alignment with SRTA's fiscal year (July 1 – June 30) budgeting process.
- Project Management
  - Serve as the primary point of contact for all IT-related projects, initiatives, and procurements.
  - Coordinate project tasks and resources, including third-party vendors, as necessary.
  - Track and manage service tickets, outstanding issues, and project milestones.
  - Review and reconcile IT-related invoices to ensure accuracy and compliance with contract terms.
  - Manage procurement of IT equipment and services in accordance with SRTA's procurement policies and procedures.
  - Maintain all contract and project records.

### **Device Support Services**

The selected vendor shall provide comprehensive device support services to ensure SRTA staff have reliable and secure access to the technology necessary for daily operations. Services will include the setup, configuration, and deployment of desktops, laptops, tablets, mobile devices, printers, and other peripherals. This may include mobile device management (MDM) services as part of a possible transition from a desktop-only environment to an environment including laptops and docking stations. The vendor will be responsible for installing and updating standard office software, removing unnecessary pre-installed software (bloatware), and configuring devices to align with SRTA's IT environment and operational needs.

The vendor will diagnose and resolve both hardware and software issues, providing advanced troubleshooting as necessary. Support will also include user account setup and management, device security configuration, and ensuring all devices are operating efficiently and securely. As part of device support services, the vendor may also provide user training or guidance on basic technology or software usage when requested. When hardware repair or replacement is

necessary, the vendor will coordinate warranty claims or procurement in consultation with SRTA's IT liaison and ensure to follow SRTA's procurement policies.

### **Network Administration and Server Support Services**

The selected vendor shall be responsible for maintaining SRTA's network infrastructure and server environment to ensure secure, reliable, and efficient operations with minimal disruption to staff during normal business hours. To the extent possible, maintenance and updates should be performed outside of SRTA's regular working hours.

Core responsibilities include the proactive monitoring, maintenance, and troubleshooting of all network and server systems. The vendor will work to prevent issues before they arise, while also providing responsive support to resolve unexpected problems quickly and effectively. Key tasks are expected to include, but are not limited to:

- Maintenance and support of network equipment, including switches, firewalls, routers, wireless access points (WAPs), and other networking devices as needed.
- Management of network systems, servers, and associated infrastructure, including complex applications, databases, storage systems, operating systems, and communication services.
- Installation and configuration of network and server hardware and software; implementation of patches, updates, and upgrades; minor cabling as needed; and ensuring connectivity to networked printers, scanners, and other peripherals.
- Scheduling preventative maintenance activities to minimize impact on staff operations; maintaining accurate help-desk ticket records; supporting server-related software applications; and ensuring timely response and resolution to repair and maintenance requests.
- Conducting regular network analysis and audits to verify system integrity, performance, and security, and providing recommendations for improvements as needed.
- Maintain backups of server files for quick access in the event files become corrupted and need recovery, or for the redeployment of SRTA operations in the event primary systems fail or SRTA experiences a need for operations to migrate to another temporary location.
- Assist in evaluating SRTA's network and server infrastructure readiness to support Voice Over Internet Protocol (VOIP) services, and provide recommendations for potential future implementation.

### **User Maintenance, Email, Remote Access, Security, and Backup Support**

The selected vendor shall provide comprehensive user maintenance and IT security services to ensure SRTA's systems, data, and users remain secure, connected, and supported. This includes managing user accounts, maintaining email and remote access systems, monitoring security protocols, and ensuring reliable data backup and recovery processes. Core responsibilities include, but are not limited to:

- Setup, configuration, and ongoing maintenance of user accounts, profiles, email addresses, and remote access capabilities within a secure network environment.
- Ensuring all servers, workstations, laptops, tablets, and other supported devices are equipped with up-to-date virus detection and protection software.
- Monitoring and verifying that daily, weekly, and monthly system backups are successfully completed; troubleshooting and resolving any backup issues; and assisting SRTA staff with file recovery needs as necessary.
- Performing periodic security audits to ensure compliance with best practices, identifying potential vulnerabilities, and notifying the Executive Director and/or SRTA's designated IT liaison of any suspected security breaches or concerns.

### **Support Services**

The selected vendor shall provide responsive and reliable support services to ensure SRTA's technology systems operate effectively during normal business hours and beyond. SRTA's regular office hours are Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding designated holidays. However, some SRTA staff operate on flexible schedules and may begin work as early as 6:30 a.m. and stay until 6:00 p.m. At a minimum, the vendor must be available during SRTA's core business hours to provide remote help desk, phone, and on-site support services. Preference will be given to vendors able to accommodate early morning support needs, as well as provide availability for after-hours support when necessary. Additionally, the vendor shall maintain 24/7 monitoring of SRTA's systems to ensure continued operation and timely identification of issues. Procedures should be in place to receive automated alert notifications in the event of equipment failure or other critical system events. The vendor will be expected to provide monthly and annual reporting on key IT support metrics, including but not limited to:

- Help desk tickets and service request summaries
- Network health monitoring and status updates
- Server storage capacity and availability
- System patches and updates applied

### **Purchasing**

The selected vendor shall work closely with SRTA staff to understand their roles, responsibilities, and technology needs in order to provide informed recommendations on equipment, software, and related technology purchases. This includes identifying solutions that align with SRTA's operational requirements, budget considerations, and long-term technology goals.

The vendor will assist SRTA in the procurement of hardware, software, and other IT-related products and services, ensuring compatibility with SRTA's existing systems and infrastructure where such services are not provided by a separate client. All purchasing recommendations and support shall comply with SRTA's adopted procurement policies and procedures, available at: <https://www.sрта.ca.gov/167/Policies-Procedures>.

### **Cloud Computing Services, Cloud Data Storage, and Software as a Service**

The selected vendor will assist SRTA in evaluating, managing, and supporting cloud-based solutions that improve agency operations while meeting all applicable legal, ethical, and security requirements. The vendor will help SRTA leverage appropriate cloud technologies to enhance productivity, improve data accessibility, and reduce costs where feasible and as needed. Services shall include, but are not limited to:

- Management and support of SRTA's existing cloud-based solutions, including offsite data backup, cloud file storage, Office 365 subscriptions, and similar platforms.
- Ongoing evaluation of new or emerging cloud-based tools to identify opportunities for improving SRTA's effectiveness, productivity, or cost savings.
- Assistance with the adoption, configuration, and migration of systems to cloud-based platforms when appropriate.
- Facilitation of passthrough billing for cloud-based services, when feasible, to simplify licensing and subscription management (e.g., Office 365).

### **Consultant Migration Planning and Support**

To ensure continuity of operations, the selected vendor must be prepared to facilitate a seamless transition of IT services to or from another consultant, as needed and if applicable, without causing interruption to SRTA's operations. The migration process should be designed to avoid any service disruptions, reduced functionality, or increased vulnerability to security threats. The selected vendor shall be prepared to conduct the following activities, as needed:

- Develop and present a detailed migration plan for assuming administration of SRTA's IT systems from the current consultant. This plan should address system access, data security, transfer of credentials, documentation, and any other relevant considerations.
- Execute the migration plan in close coordination with SRTA staff and the current consultant to ensure minimal disruption to agency operations.
- Provide documentation of SRTA's IT environment sufficient to facilitate future transitions, including system configurations, access credentials, network diagrams, and operational procedures.
- Be willing to collaborate with SRTA's future IT consultant at the conclusion of this contract to support a smooth transfer of services.

### **Other IT Support Tasks as Needed**

Other IT-related tasks may arise that will require services from the vendor. For example: serving as a technical point of contact with the State of California's IT Department regarding the annual registration and maintenance of the [srta.ca.gov](http://srta.ca.gov) domain name.

## **Options**

Subject to SRTA Board of Directors approval, the terms of the agreement may be extended at the end of the agreement by the executive director for up to one (1) year at a prorated amount, to avoid a gap or disruption of services.

## Not Included

Neither this RFP nor the contract to be awarded obligate SRTA to purchase computer equipment, replacement parts, hardware devices, cabling, licenses, or software, etc. from the vendor awarded this service contract. This scope also does not include computer equipment, software and networks not owned by SRTA including such things as current PRI (Primary Rate Interface) or PBX (Private Branch Exchange) systems.

## Timeline

The contract to be awarded will be for an approximately five-year period, whereupon a new procurement process will be initiated. The contract is expected to start approximately June 26, 2025, pending SRTA Board of Directors contract approval, and end June 30, 2030. Additionally, subject to SRTA Board of Directors approval, the terms of the agreement may be extended at the end of the agreement by the executive director for up to one (1) year at a prorated amount, to avoid a gap or disruption of services.

## Proposal Contents

Written proposals submitted in response to this RFP shall not exceed 35 pages (excluding attachments). At a minimum, the following information should be included and clearly labeled as follows:

### Transmittal Letter

- A transmittal letter should be included, signed by an officer who may contractually bind the firm or joint venture. The signature of the authorized representative attests that the information contained in the proposal is truthful, accurate, and complete at the time of submittal. The letter should include how the respondent heard of the procurement.
- The introduction should include a description of the firm containing the firm's name, address, legal form of the company (e.g., partnership, corporation, joint venture, etc.), status as a Disadvantaged Business Enterprise DBE or non-DBE, North American Industry Classification System (NAICS) code, Tax Identification Number (TIN), annual gross receipts (may be a range), and the number of years the firm has been in business.
- ***Note – if primary consultant, or any sub-consultants, indicate that they are a DBE firm, they must provide certification showing proof that they are an identified DBE firm.***

### Statement of Understanding and Approach

Describe your understanding of the services requested and your approach to providing IT support for SRTA. Include a discussion of both technical approach and project management

approach, as well as your methods for maintaining clear and consistent communication with clients.

### **Project Team and Qualifications**

Identify the proposed project team, including key personnel and any subconsultants. Summarize relevant qualifications and experience. Resumes may be included as an attachment and do not count toward the page limit.

### **Relevant Experience and References**

Provide a summary of similar projects completed within the last five (5) years. For each project, include a brief description of services provided, budget and schedule performance, and client contact information for reference.

### **Work Plan and Schedule**

Describe your proposed work plan for completing the scope of work, including key milestones, deliverables, and an anticipated schedule of services.

### **Cost Proposal**

Provide a detailed cost proposal that includes:

- *Monthly Support Services:* Annual cost by fiscal year (July 1 – June 30), inclusive of any anticipated cost increases (typically not to exceed 3% per year). Clearly identify which services are included and any excluded services or per-user/per-month rates. Note whether costs would vary based on SRTA staffing levels.
- *As-Needed Project Costs:* Hourly rates by position (not name of staff) for any work not included in monthly support, such as equipment setup, on-site services, or travel.
- *Other Costs:* Any additional costs not covered above, such as software licensing (e.g., Office 365), training, printing, equipment rental or purchase, travel, or facility rental.
- Please note that SRTA will not reimburse any eligible travel, meals, lodging or other applicable items beyond the applicable IRS, federal, or California per diem rates.

### **Procurement Outreach**

Please indicate how you learned of this procurement opportunity

## **Facilities Tour, RFP questions, Staff Contact, and Schedule**

### **Facilities Tour**

To help prospective vendors gain a better understanding of SRTA's IT environment, facilities layout, and organizational needs, SRTA will offer a one-time, in-person facilities tour. The tour is optional but strongly encouraged for any firm intending to submit a proposal. This will be the only opportunity to view the facilities and ask questions related to SRTA's physical infrastructure and current IT systems. Questions asked will be documented and responded to in the Q&A document (see "Questions" section below).

The tour will provide insight into workstation layouts, server and equipment locations, networking infrastructure, and other components relevant to the scope of work. It also serves as a forum for vendors to gather information, clarify assumptions, and identify any challenges or considerations that may affect their proposals. Attendance is open to all interested parties. **The only opportunity for a facilities tour will be from 11:00 a.m. to 12:00 p.m. PDT on Monday, April 21, 2025.** As a reminder, SRTA offices are located at 1255 East Street, Suite 202, Redding, CA, 96001.

## Questions

Questions concerning this RFP will be responded to collectively and made available for interested applicants via the SRTA website. All email inquiries must be submitted no later than 5:00 p.m. PDT on Wednesday, April 23, 2025, to the contact person below. **Questions taken from prospective vendors, and responded to by SRTA staff, will be reported on SRTA's bid posting webpage.** All responses to questions will be posted on the [SRTA website](http://www.srta.ca.gov) no later than 5:00 p.m. PDT on Friday, April 25, 2025. Interested applicants must subscribe to SRTA's bid posting webpage at <http://www.srta.ca.gov/bids.aspx> so that they are notified of any addenda to the RFP, or for responses to questions received.

## Contact Person

Laurent Beauregard  
Assistant Transportation Planner  
[srta@srta.ca.gov](mailto:srta@srta.ca.gov)

## Procurement Schedule

The anticipated procurement schedule is shown below in Table 1. Firm deadlines are shown in bold text.

Table 1 – Procurement Schedule

| Tasks                                                                    | Deadline                                                  |
|--------------------------------------------------------------------------|-----------------------------------------------------------|
| Release RFP                                                              | <b>April 15, 2025</b>                                     |
| Facilities Tour at 1255 East Street, Suite 202, Redding, CA 96001        | <b>April 21, 2025, from 11:00 a.m. to 12:00 p.m.</b>      |
| Interested Vendor Questions Due                                          | <b>April 23, 2025, at 5:00 p.m.</b>                       |
| SRTA Response to Vendor Questions                                        | <b>April 25, 2025, at 3:00 p.m.</b>                       |
| Vendor Proposals Due                                                     | <b>May 16, 2025, at 3:00 p.m. (no postmarks accepted)</b> |
| Evaluation and Ranking of Proposals                                      | May 19-20, 2025                                           |
| Interviews (if necessary)                                                | May 19-20, 2025                                           |
| Consultant-SRTA contract negotiation, including budget and scope of work | May 21- June 12, 2025                                     |
| SRTA Board of Directors Approval                                         | June 25, 2025                                             |
| Anticipated Contract Start                                               | June 26, 2025                                             |

## Proposal Evaluation

A panel will be formed to evaluate the proposals and make a recommendation in consultation with the executive director, which will then go to the SRTA Board of Directors for approval. The proposal evaluation will be based on the scoring criteria presented in Table 2. In unusual circumstances where a recommendation cannot be made based on the proposals alone, the highest ranked consultants may be invited to an interview. Should interviews be held, SRTA will provide a list of questions and evaluation criteria before the interviews. Presentations will be allowed, with a specified time limit.

Table 2 – Proposal Scoring Criteria

| Criteria                                                                                                    | Maximum Possible Points |
|-------------------------------------------------------------------------------------------------------------|-------------------------|
| Thoroughness of proposal at addressing the project's scope of work and the project's overarching objectives | 35                      |
| Qualifications and similar experience of the consulting firm and project team                               | 35                      |
| Cost and value of services to be provided                                                                   | 25                      |
| DBE participation level                                                                                     | 5                       |
| <b>Total</b>                                                                                                | <b>100</b>              |

Table 3 – Interview Scoring Criteria (if conducted)

| Criteria                                                   | Maximum Possible Points |
|------------------------------------------------------------|-------------------------|
| Quality of consultant's presentation (content and visuals) | 10                      |
| Quality of responses to interview questions                | 10                      |
| Qualifications and experience of the consultant team       | 5                       |
| <b>Total</b>                                               | <b>25</b>               |

## Contract Amount and Award

The anticipated start date of the contract is June 26, 2025, with an expiration date of June 30, 2030. Monthly IT support services will begin on July 1, 2025, and a smooth transition must be

coordinated in the event of a change from the existing IT support services supplier. Consultant selection will be based on a combination of funding availability and the value of the services to be provided. SRTA estimates a total budget of \$283,000 for the life of the contract, inclusive of monthly support services, as-needed IT project tasks, and anticipated hardware replacements. However, SRTA's budget is an estimate only and SRTA expects vendors to provide a full cost breakdown of actual costs within their proposal and include supporting information whether the proposed costs are below, at, or above SRTA's estimate. Subject to approval by the SRTA Board of Directors, the agreement terms may be extended by the SRTA Executive Director for one (1) year at a prorated amount, to avoid a gap or disruption in services.

Barring any unforeseen delays (e.g., the need for a budget amendment or extension of the RFP response period), SRTA anticipates consideration of the proposed technical services agreement by the SRTA Board of Directors on June 25, 2025. The agreement shall not be considered in force until approved by the SRTA Board of Directors and written authorization to proceed has been provided to the selected consultant.

## Additional Information and Terms

### Standard Consulting Agreement

SRTA's standard Technical Services Agreement (TSA) will be used for the agreement between SRTA and the selected consultant.

### Protest Procedure

All protests will follow the SRTA protest procedures for procurements as delineated in Appendix 1.

### Debriefing

SRTA will provide an informal debriefing to interested consultants not selected for this contract upon request once a final contract has been negotiated and executed.

### Proposal Submittal

Please submit consultant proposals via email, USPS, or delivery to:

**Shasta Regional Transportation Agency**  
**Attn: Laurent Beauregard**  
**1255 East Street, Suite 202**  
**Redding, CA 96001**  
**[srta@srta.ca.gov](mailto:srta@srta.ca.gov)**

**Proposal submittals must be received at the SRTA office before 3:00 p.m. PDT on May 16, 2025.** No proposals will be accepted after this time. **Postmarks are not acceptable.** Consultants may forward their proposal by email or by mail, or delivery service. Proposal receipt will be acknowledged by email.

The cost of preparing and submitting a proposal, pre-contract meetings, and participating in an interview—if held—are at the sole expense of the proposer. SRTA reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any proposal at SRTA's discretion. Solicitation of proposals in no way obligates SRTA to contract with any firm or individual. The decision to approve and award a contract is at the discretion of SRTA.

### **Public Records Act**

All proposals submitted in response to the RFP will become the exclusive property of SRTA. At such time as a contract is executed, all bids and proposals related to that contract become a matter of public record and will be regarded as public records and subject to the Public Records Act (Gov. Code Section 6254 et. seq.).

If consultant feels that any information in their proposal is “proprietary” in nature, then consultant must provide a second proposal (clearly labeled) with that information removed, which would be shared in the event of any Public Records Act request. Otherwise, their submitted proposal will be provided in the event of a Public Records Act request and consultant, by submitting a proposal to this RFP, waives any claims against and hold SRTA harmless for the release of their proposal.

In the event of litigation concerning the disclosure of any records, SRTA's sole involvement will be as a stakeholder, retaining the records until otherwise ordered by a court. The proposer, at its sole expense and risk, shall be fully responsible for any, and all, fees for prosecuting or defending any action concerning the records and shall indemnify and hold SRTA harmless from all costs and expenses, including attorney's fees, in connection with, any such action.

### **Modification or Withdrawal of Proposal**

Any proposal received prior to the deadline may be withdrawn or modified either personally, through e-mail, or by written request of the consultant. To be considered, the modification must be received in writing (email acceptable) prior to the deadline. Proposals may be withdrawn following the proposal deadline for good cause; please consult with the RFP contact person to discuss this.

### **RFP Addendum or Addenda**

Any changes to the RFP will be made by written addenda issued by SRTA and shall be considered part of the RFP. The RFP deadline may be extended dependent upon the nature of the changes issued. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Any addenda will be posted on-line only. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal. In no event will SRTA modify the RFP with less than five (5) days remaining to the deadline, without extending the RFP deadline.

### Verbal Agreement or Conversation

No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of SRTA shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

### Special Funding Considerations

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

### DBE Requirement

SRTA has determined that disadvantaged business enterprises, as defined in 49 CFR Part 26, will have the opportunity to compete fairly for contracts financed, in whole or in part, with federal funds. For this procurement, SRTA has a disadvantaged business enterprise (DBE) goal of 22.2%. SRTA encourages respondents to include the participation of DBE businesses within your proposal. ***Note – if primary consultant, or any sub-consultants, indicate that they are a DBE firm, they must provide certification showing proof that they are an identified DBE firm.***

### Equal Employment Opportunity/Affirmative Action

In awarding a contract to a consultant, SRTA includes language within the contract which requires the consultant to certify their compliance with federal regulations.

## Appendix

SRTA's Protest Procedures for Procurements (attached)

# PROTEST PROCEDURES FOR PROCUREMENTS

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## I. PROTESTS

The following procedures shall be used by Shasta Regional Transportation Agency (SRTA) to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. SRTA will consider all protests or objections regarding the contracting process or the award of an Agreement received by SRTA by 4 p.m. on the deadlines discussed below. SRTA will review only protests submitted by an actual or prospective Proposer. Protests by prospective subcontractors will be rejected. A protest by any adversely affected Proposer must be made in writing and must be mailed or hand delivered to SRTA. A protest which does not strictly comply with the SRTA protest procedures will be rejected.

### A. Protests Before Bid/Proposal Opening

Protests relating to the content of the solicitation (i.e., RFP, IFB, RFQ), including protests related to DBE/UDBE requirements, must be filed within five (5) business days after the date the solicitation or addendum with the revised content is released to the public by SRTA. Failure to file a protest concerning the content of the solicitation or addendum prior to this deadline constitutes a waiver of any protest on these grounds.

### B. Protests Related to Determination of Responsiveness

In the event the RFP contains a DBE/UDBE goal and SRTA makes a determination that Proposer has not met the goal or good faith effort requirements set forth in this RFP, SRTA will send the Proposer a Notice of Non-Responsiveness. Protests relating to any Notice of Non-Responsiveness must be filed within five (5) business days after the date of such notice. Failure to file a protest concerning the non-responsiveness determination prior to this deadline constitutes a waiver of any protest on these grounds and SRTA shall not be obligated to send Proposer any further notices.

### C. Protests After Bid/Proposal Due Date

After Proposers are shortlisted and/or selected for negotiations, notices will be sent to all relevant Proposers. Protests relating to failure to make the shortlist must be filed within five (5) business days following protester's receipt of a notice regarding the shortlisting. Protests relating to the intent to make an award must be filed within five (5) business days following protester's receipt of the notice regarding the intent to negotiate. The date of filing shall be the date SRTA receives the protest. Untimely protests will be rejected. If deemed necessary, SRTA shall notify all Proposers of record that a protest has been filed and the award has been postponed until further notice. If necessary, Proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for readvertisement of the solicitation.

#### **D. Protest Contents**

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. Protests concerning the relative weight of the evaluation criteria or the formula used in assigning points to make an award determination will be rejected. The protester must allege or establish a clear violation of a specific law, rule, regulation, or policy. If the protester considers that the protest contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears. Protests shall be mailed to:

The Protest Administrator

Reference: SRTA Contract Solicitation No. Solicitation #

#### **E. Role Of The Protest Administrator**

If a protest raises solely a question of law, the Executive Director shall retain the services of SRTA Legal Counsel to serve as the Protest Committee. SRTA Legal Counsel will prepare a recommendation regarding the protest, in writing, to the SRTA Executive Director within ten (10) business days.

The Protest Administrator shall review each protest to determine if it is in compliance with the deadline, format, content, and notice requirements set forth in this Section. If a protest does not meet such requirements it may be rejected without further consideration. A written notice of such rejection shall be sent to the protester.

If the protest requires resolution of questions of fact, the Protest Administrator, his/her designee will appoint individuals to participate on a Protest Committee. The Protest Administrator will endeavor to appoint at least one of the Protest Committee members from an outside agency, and no one may sit on the Protest Committee that has a known and direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. Any communication regarding the protest between the protester and SRTA shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at SRTA other than the Protest Administrator. Protest Committee

The Protest Committee shall ensure the protest was received within the timeline specified and review the protest to determine if it itemizes in appropriate detail each matter contested as well as any factual reason(s) for the requested protest. The Committee chairperson shall schedule the date of the Protest Committee meeting, contact the Committee panel members, and distribute all protest documentation.

#### **F. Reply To Protest**

The Protest Committee will review all qualifying protests in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The Protest Committee

will prepare a recommendation regarding the protest, in writing, to SRTA's Executive Director within ten (10) business days of the date of receipt of the protest. All materials included with the original protest at time of submittal will be considered. Supplemental materials filed by a protester after the protest deadline will not be considered unless there are extenuating circumstances in the opinion of the Protest Committee. Protest documents will not be withheld from any interested party outside of SRTA, with the exception that information will be withheld when required by law or regulation. The Executive Director or his/her designee will either sustain or reject the protest in writing based upon the recommendation of the Protest Committee and the best interests of SRTA. This decision will be communicated in writing to the protestor and/or the party whose proposal is the subject of the protest and delivered by email or overnight delivery.

#### **G. Results Of The Protest**

If the protest relating to a contract award is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. SRTA then may issue a new Notice of Intent to Award to a different bidder/Proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and SRTA will continue with contract negotiations with the awardee.

#### **H. Federal Transit Administration Requirements Not Applicable in the absence of FTA Funding**

##### **1. FTA Review of Protests**

- a. In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of SRTA to have written protest procedures or alleged failure to follow such procedures.
- b. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 C.F.R. 661.15; Participation by Minority Business Enterprise in DOT Programs, 49 C.F.R. 26.
- c. The FTA will review only protests submitted by an interested party defined as an actual or prospective bidder or Proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with FTA Circular 4220.1F. A subcontractor does not qualify as an "interested party." (See FTA Circular 4220.1E, Chapter VII, Section I (1)(c))."

##### **2. Time for Filing**

- a. Protesters shall file a protest with the FTA not later than five (5) business days after a final decision is rendered under the SRTA protest procedure. A copy of any protest documents filed with the FTA must be provided concurrently to SRTA. In instances where the protester alleges that SRTA failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) business days after the protester knew or should have known of the failure of SRTA to render a final determination on the protest.

- b. SRTA shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph 6. After five (5) business days, SRTA shall confirm with the FTA that the FTA has not received a protest on the contract in question.
3. Submission of Protest to the FTA
  - a. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to the FTA. (FTA Circular 4220.1F, Page VII-3, November 1, 2008).
  - b. Protests should be filed with the FTA Region 9 office and a copy must be sent to SRTA by the protester.
  - c. The protest filed with the FTA shall:
    - Include name and address of protester
    - Identify SRTA as the grantee, the SRTA Contract Administrator, and number of the contract solicitation
    - Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible
    - Include a copy of the local protest filed with SRTA and a copy of the SRTA decision, if any
4. SRTA Response
  - a. The FTA shall notify SRTA in a timely manner of receipt of a protest.
  - b. SRTA shall submit the following information not later than ten (10) business days after receipt of notification by the FTA of the protest:
    - a copy of SRTA's protest procedure
    - a description of the process followed concerning the protester's protest
    - any supporting documentation
  - c. SRTA shall provide protester with a copy of the above submission.
5. Protester Comments

The protester must submit any comments on the SRTA submission not later than ten (10) business days after the protester's receipt of the SRTA submission.
6. *Withholding of Award*

When a protest has been timely filed with SRTA before award, SRTA shall not make an award prior to five (5) business days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless SRTA determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to SRTA or the federal government.

The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

7. FTA Action

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.