REQUEST FOR PROPOSALS

MULTI-FUNCTION MACHINE and Related Maintenance Support Services

SRTA Solicitation Number: S-00034

Issued:	March 7, 2025
Contract Capacity:	Estimated budget of $48,000
Performance Period:	Project to be completed by March 31, 2030
Payment Method:	Fixed Price
Submissions Due:	3:00 p.m. PDT March 17, 2025
Contact Person:	Amy Lindsey, Executive Assistant

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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Procurement Summary

The Shasta Regional Transportation Agency (SRTA) wishes to lease or purchase a new multi-function machine for SRTA's office needs. We are looking to upgrade our current equipment using the latest technology available to meet our present and anticipated future needs (scanning, copying, printing in color and using black toner only, and fax).

This project is funded by federal and state funds. The estimated contract award budget is $48,000. Delivery of the Multi-Function Machine (MFM) is desired to be completed no later than March 31, 2025.

For a leased device, SRTA is interested in three-, four- and five-year lease options. Please provide all available options for consideration including purchasing.

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
Kevin Crye	Shasta County, District 1
Erin Resner	City of Redding - Redding Area Bus Authority
Chris Kelstrom	Shasta County, District 5
Matt Plummer	Shasta County, District 4

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.

Project Background

SRTA is a small, independent government agency responsible for regional transportation planning activities for the Shasta County region. SRTA studies the region's transportation needs, pursues potential funding sources for projects, and works with government agencies, non-profits, and the public to determine what future improvements are needed. To learn more about SRTA, you may visit our website at www.srta.ca.gov.

Our current MFM is a Kyocera 5052ci color MFP copier, that is seven years old and needs replacing. SRTA seeks proposals from vendors on a new unit that provides the following minimum features:

- *Copy – Color, and Black and White.*
- *Scan – Both email and network folder. Color, and Black and White. Scan minimum of 600x600 DPI.*
- *Print – Color, and Black and White.*
- *Fax – From desk and walkup.*
- *Document storage hard drive.*
- *Four paper drawers, plus a bypass table.*
- *Staple, finish, collate, three-hole punch.*
- *Job Interrupt feature.*
- *Easy to use software.*

- *Copy 60-70 pages per minute (minimum speed; proposals can propose a faster unit).*
- *Exterior mailbox with 6-8 trays.*

SRTA would like to receive proposals for both purchasing and/or leasing the replacement multi-function machine.

SRTA is registered with U.S. Communities/OMNIA and is qualified to use WSCA Calif Promo. This purchase will be made with federal and/or state funds.

About Your Proposal

Project Scope of Work

SRTA is seeking a qualified vendor to bid on the lease and/or the purchase of a 60-70 page per minute MFM (printer, scanner, copier, fax) for SRTA's office needs. Please see Attachment A for a Scope of Work with the detailed Work Plan and Support Services needed.

At a minimum, submitted proposals must include the tasks outlined in Attachment A. SRTA welcomes additional suggestions and innovative approaches to help achieve project goals.

Project Schedule/Timeline

The successful vendor shall furnish, deliver, install, and make the device ready for use by the designated start date of March 31, 2025, unless otherwise mutually agreed upon by both parties. If said date cannot be met due to supply issues, etc., vendor shall indicate the earliest a unit is available.

Proposal Contents

Written proposals submitted in response to this RFP shall not exceed 35 pages (excluding attachments). **Please email proposal to srta@srta.ca.gov.**

At a minimum, the following information should be included and clearly labeled as follows:

Introduction

- 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.

Proposal and Work Plan

- Statement of understanding of the scope of work that illustrates the vendor's familiarity with MFM's, and a discussion of a technical approach and management approach.
- Work plan and schedule to complete the project scope of work identifying milestones and deliverables.

Project Team

- An organizational chart showing the firm's approach towards the staffing and management of the project shall be provided. Titles, roles, and the number of staff required to fill those roles should be shown on the chart. The proposed relationships between staff should be shown as well.
- A staffing plan identifying the approximate number, expertise, and experience level of staff by role and responsibility based on anticipated work.

Resumes

- List of the personnel on the project team, including a summary of their qualifications and work experience (resumes may be included as an attachment). Resumes should include persons' active professional registrations and registration number, including expiration date. This includes any sub-consultants proposed for use.

Team Experience

- This segment should highlight or expand upon project experience. Elaborate on the proposed team's previous work as a team with other key staff and proposers listed.
- Describe staffing capability, and workload, on similar projects. Also describe ability to adapt to unexpected work, such as emergency calls. Finally, describe the feasibility of oversight, ability, and willingness to respond to SRTA requirements for this procurement.

Example Projects

- A representative list of <u>similar</u> projects completed within the last five years including:
    - Contracting vendor
    - Contracting vendor project manager
    - Contracting vendor contact information
    - Contract amount
    - Date of contract
    - Date of completion
    - Vendor project manager and contact information
    - Project description

Additional Information

- The proposer should explain its approach and strategy for successfully completing similar projects, with all the necessary approvals within the shortest possible time frame. The project approach should be sufficient in detail to demonstrate the proposer's understanding of the project, its unique challenges, and the processes and procedures that must be followed. The proposer should identify the most critical steps in the successful completion of similar projects.
- Proposer should describe its tools, procedures, and techniques used to keep projects within budget and schedule.
- Proposer should provide a summary of experience achieving approval, clearance, and permitting according to local, state, and federal regulatory requirements.
- Proposer should explain why their team should be selected and include any other information they feel is relevant.

Cost Proposal

- The proposal shall be a firm offer for a minimum of 90 days and contain a statement to that effect. The proposal shall contain a statement that all activities performed within the proposed scope of work will be performed at a not-to-exceed price.
- Cost proposal worksheet including all tasks from Attachment A.
- Contracts with total compensation greater than $50,000 require SRTA Board of Director approval and will delay the project start date to April 24, 2025, at the earliest.

Addenda and Questions About This RFP

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 responses to questions received. All questions regarding this RFP will be responded to collectively and made available for all interested applicants via the bid posting webpage on SRTA's website.

Questions may be submitted via email to srta@srta.ca.gov. Questions will continue to be taken via email from prospective vendors until 5:00 p.m. on March 13, 2025. All responses to questions will be posted on the SRTA website no later than March 14, 2025.

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	**March 7, 2025**
Interested Vendor Questions Due	**5:00 p.m. March 13, 2025**

SRTA Response to Vendor Questions	**No later than March 14, 2025**
Vendor Proposals Due	**3:00 p.m. PDT, March 17, 2025 (no postmarks accepted)**
Evaluation and Ranking of Proposals	March 19, 2025
Interviews (if necessary)	March 20, 2025
Consultant-SRTA Contract Negotiation, Including Budget and Scope of Work	March 21, 2025
Anticipated Contract Start	March 24, 2025*
*If Contract Requires SRTA Board of Directors Approval, Anticipated Approval Date	April 24, 2025

Proposal Submittal

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

Shasta Regional Transportation Agency
Attn: Amy Lindsey
1255 East Street, Suite 202
Redding, CA 96001
srta@srta.ca.gov

Proposal submittals must be received at the SRTA office before 3:00 p.m. PDT on March 17, 2025. No proposals will be accepted after this time. **Postmarks are not acceptable**. 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.

Proposal Evaluation

A panel will be formed to evaluate the proposals via consensus scoring and make a recommendation in consultation with the executive director for approval. The proposal evaluation will be based on the scoring criteria presented in Table 2.

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.	25

Qualifications and similar experience of the consulting firm and project team, including sub-consultants.	30
Cost and value of services to be provided.	40
DBE participation level.	5
Total	**100**

In circumstances where a recommendation cannot be made based on the proposals alone, the highest ranked consultants may be invited to an interview where they may give a brief presentation of no more than 15 minutes followed by up to 15 minutes of Q&A. SRTA will evaluate the interview using the criteria presented below in Table 3, and the interview score will then be added to the proposal score above to determine the final ranking. The evaluation panel will then make a recommendation based upon the final cumulative ranking in consultation with the executive director for approval. If the contract's total compensation is greater than $50,000 it will require SRTA Board of Director approval and will delay the project start date to April 24, 2025, at the earliest.

Table 3 – Interview Scoring Criteria (if conducted)

Criteria	Maximum Possible Points
Quality of consultant's presentation (content and visuals)	20
Quality of responses to interview questions	20
Qualifications and experience of the consultant team	10
Total	**50**

Contract Amount and Award

The anticipated start date is March 31, 2025, with March 31, 2030, contract expiration. Consultant selection will be based on a combination of funding availability and the value of the services to be provided. The total amount budgeted for this effort is $48,000. (Contracts with total compensation greater than $50,000 require SRTA Board of Directors approval and will delay the project start date to April 24th, 2025 at the earliest.)

Options

If SRTA purchases the MFM, SRTA intends to contract with a maintenance agreement for an initial term of five years. If SRTA leases the MFM, SRTA intends to lease for three, four, or five years. Any extensions would not be automatic and would be entered into writing by both parties before becoming effective.

Additional Information and Term

Standard Consulting Agreement

SRTA's standard Technical Services Agreement (TSA) will be used for the agreement between SRTA and the selected consultant. SRTA's TSA template is provided by separate attachment (Attachment B) to the RFP distribution.

Protest Procedure

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

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.

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 depending 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 online 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 percent. SRTA encourages respondents to include the participation of DBE businesses within your proposal.

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

PROTEST PROCEDURES FOR PROCUREMENTS

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, rules, 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. S-00034

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 the 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; and
- 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.

Attachment A

Scope of Work

At a minimum, qualifying quotes must include the following:

1. **Work plan** that includes the following:
    - A. Proposed unit that meets SRTA's minimum needs (please see RFP).
        - Include brand, type, and list of accessories included or optional.
    - B. Delivery and setup of new unit. Including working with SRTA's IT provider to connect the device to SRTA's server.
    - C. Removal of old unit, uninstalling hard drive at no cost to SRTA.
    - D. Training of SRTA staff on use of new machine.
    - E. User instructions or guide.
2. If the device has an inordinate number of failures and/or repairs during the contract period, the successful vendor shall replace said device with another device having equal or better features and value for use during the remainder of the initial 36/48/60-month lease period and at the same monthly lease cost. Replacement requirements and justification for replacement will be determined by SRTA.
3. At the end of the contract term, the vendor shall remove and provide the hard drive to SRTA at no additional cost. SRTA shall be responsible for its destruction.
4. The device shall be new (SRTA will not accept any remanufactured devices or parts for delivery of new leased/purchased MFM's), and shall have been formally announced for marketing purposes before the date that the proposal is submitted.

5. **Maintenance Support Services**

    SRTA expects strong maintenance support and service for the proposed device. The lease or purchase agreement shall include full maintenance services. The vendor must describe, in detail, the maintenance coverage available for the proposed system, under the lease/purchase program.

    When SRTA initiates a call for service the expectation is to receive a call-back within one hour stating the estimated arrival time of the service technician. The maximum response time for a service technician to arrive on site is one (1) business day, eight (8) hour total.

    The successful vendor shall maintain the device and system herein described by using only trained/skilled maintenance personnel.

    Respondents shall provide a written document explaining how SRTA will be provided maintenance and supply support if the local vendor should go out of business, and whether or not pricing would be guaranteed at the quoted price.

6. **Cost proposal worksheet**

Please submit a cost proposal worksheet. The cost figures supplied by vendors shall represent the total monthly lease or purchase cost and any applicable taxes per device.

The cost per click, black and color, shall include Full-Service Maintenance Agreement (FSMA), including:

- Labor;
- Parts;
- Test images;
- Travel time;
- Mileage;
- All charges for shipping of parts and toner;
- Other expenses required to keep the equipment in good working condition;
- All consumable supplies (excluding paper and staples);
- All applicable taxes, (if it cannot be included in cost per click charge, please note taxes are not included); and
- Any training on the use of the devices and any new release of software updates.

If any costs are not prompted by SRTA's bid structure, vendors should include and highlight them at the most appropriate spot in the proposal.

If leased, cost per image shall be fixed for the entire term of the lease and there shall be no charge for scans.

All manufacture system updates shall be automatically installed at no cost to SRTA.

If leased or purchased, the vendor and the leasing company (if different) shall be mutually accountable for all terms, conditions, pricing, warranties, and guarantees expressed within the proposal response. SRTA will have full recourse with the leasing company and the sales and service vendor to the benefits of any warranties and guarantees made by the vendor and the manufacturer.

If the selected vendor chooses to finance the device proposed to SRTA through a third-party company, it's the vendor's right. However, any such arrangement shall be made solely between the vendor and the leasing company. SRTA will remain clear of all such arrangements and will not have to alter or amend any terms or conditions of this Request for Proposal (RFP) award to accommodate a third party. Vendor shall remain the sole source of contact with SRTA.

If leased, the lease shall be a 36/48/60-month lease with a fair market value buyout. If the fair market value buyout is not exercised, the successful bidder will remove the device at no charge and with no penalty at the end of the contract term.

7. Additional Conditions

As owner of the equipment, the vendor shall bear the responsibility of obtaining insurance against loss or damage of property due to accidents, theft, vandalism, and acts of nature, i.e., earthquakes, fires, floods, lightning, etc. SRTA shall not be required to obtain insurance for any of the copiers leased from the vendor.

SRTA shall not be liable for loss or damage to the equipment furnished by the vendor or from any cause whatsoever while the equipment is in the possession of SRTA, except when loss or damage resulted from the sole negligence of SRTA.

Before entering into a lease or purchase agreement with SRTA, the vendor shall provide the insurance certificate and endorsement for the coverage required.

8. **Security**
   Please explain how you will protect SRTA from security risks. Please provide an overview of your proposal's security features.

TECHNICAL SERVICES AGREEMENT BETWEEN
THE SHASTA REGIONAL TRANSPORTATION AGENCY AND
[Insert firm's name here] FOR PREPARATION OF [Insert purpose here]

This Agreement is entered into between the Shasta Regional Transportation Agency ("SRTA") and [Insert consultant name here] ("Consultant") for the purpose of [Insert purpose here].

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1. <u>RESPONSIBILITIES OF CONSULTANT</u>

A) Consultant shall complete the services outlined in the scope of work shown in Attachment A.

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."

2. <u>RESPONSIBILITIES OF SRTA</u>

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

B) SRTA shall review draft documents in a timely manner.

C) SRTA will provide [Insert any SRTA commitments here], in a timely manner.

3. <u>KEY PERSONNEL</u>

The Consultant shall retain the contract project manager as specified within this Agreement. If the project manager is revised, SRTA shall require notice within seven (7) days of the change. SRTA retains the right to terminate the contract if the project manager change is not acceptable to SRTA.

4. COMPENSATION

Compensation shall be based on expenses associated with the bid deliverables, per the budget shown in Attachment B. Compensation shall not exceed $[Insert amount here] for the services described in both Attachments A and B.

5. BILLING AND PAYMENT

Consultant shall submit to SRTA within thirty days (30) after completion of the services described in section 1, an itemized, mailed or emailed invoice of services rendered and an accompanying progress report. Invoices should be sent to either the street address or email address provided in Section 21. Consultant may submit periodic invoices (no more than twelve per year) as work is completed during the term of this Agreement; however, not less than quarterly Consultant shall submit an invoice and progress report **within ten days following the close of the quarter**. SRTA's quarters end on the following dates:

- Q1 – September 30
- Q2 – December 31
- Q3 – March 31
- Q4 – June 30

SRTA shall make payment within 30 days of receipt of Consultant's correct and approved invoice(s). All requests for payment must include the following:

a. Consultant's name;
b. Invoice date and number;
c. Reference to project name and number;
d. Narrative of services performed in the period by task, and any agreed-upon deliverables per Attachments A and B;
e. Percentage of project that is complete;
f. Invoice support documentation; and
g. Amount of the invoice.

For travel and subsistence (per diem) expenses of Consultant and its subcontractors, Consultant rates shall not exceed rates authorized to be paid rank and file State 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 shall agree, and shall require its subcontractors to agree, that 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);'' and (ii) 2 CFR part 230, ''Cost Principles for Non-Profit Organizations (OMB Circular A–122)).

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 also 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.

6. <u>TERM OF AGREEMENT AND SCHEDULE</u>

This Agreement shall commence on the date of SRTA board of directors, or executive director, signing and shall terminate upon completion of the services described in section 1 and Attachment A, or on [Insert termination date here], whichever is earlier, unless this Agreement is terminated under the provisions of Section 6. of this Agreement. If the project scope is not complete by the termination date, the Agreement may be extended for a specific period without any change in compensation to the Consultant by a written agreement between the Consultant and the executive director.

[**INSERT AGREED UPON SCHEDULE AND OTHER SCOPE OF WORK ITEMS**]

7. <u>SUBCONTRACTORS</u>

Subcontractor contracts containing Federal and State planning funds are required to be competitively bid and awarded in accordance with Title 49, CFR, Part 18, Section 18.37 and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto.

8. TERMINATION OF AGREEMENT

A) Termination for Convenience – This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof.

B) 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 A of this section.

C) 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.

D) 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.

E) SRTA's right to terminate this Agreement may be exercised by the Executive Director, or his/her designee.

F) 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.

G) Payment Terms Upon Termination – Consultant shall only be paid for services satisfactorily completed and provided prior to the notice of termination. Consultant shall be paid for the percentage of work satisfactorily 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. ENTIRE AGREEMENT; AMENDMENTS

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

B) No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Consultant and the executive director. If the proposed minor amendment alters the project schedule, a revised project schedule will be required from the Consultant for this Agreement.

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

10. 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.

11. 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.

12. 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.

For professional services provided under this Agreement, Consultant shall indemnify, defend, and hold harmless SRTA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, to the extent caused by the performance of the professional services provided under this Agreement.

13. INSURANCE COVERAGE

A) Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect SRTA and the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by SRTA.

B) Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

C) Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million.

D) Consultant shall require subcontractors to furnish satisfactory proof to them that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this Agreement. Consultant shall not allow any contract or subcontract to continue without proper insurance in effect after notification of the lapse of requisite insurance.

E) With regard to all insurance coverage required by this Agreement:

(1) Any deductible or self-insured retention exceeding $25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by SRTA prior to the effective date of this Agreement.

(2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of 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 evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within ten (10) days of the expiration of the endorsement or policy amendment in effect at inception of the Agreement, SRTA may, in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.

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

14. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

A) If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect

SRTA, Consultant shall give prompt and timely notice thereof to SRTA. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

B) Any dispute between the parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

15. FEDERAL CERTIFICATIONS AND ASSURANCES

A) The Consultant shall adhere to the requirements contained in SRTA's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SRTA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SRTA'S OWP. Such requirements shall apply to the Consultant to the same extent as SRTA and may include, but are not limited to:

(1) 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;

(2) In nonattainment and maintenance areas, section 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93.

(3) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

(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) Nondiscrimination Assurance;
(5) Suspension and Debarment Certification;
(6) U.S. OMB Assurances in SF-424B and SF-424D.

16. 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, its employees, and its sub-contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of SRTA's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy SRTA may deem appropriate.

C) If Consultant proposed the contract project with Disadvantaged Business Enterprise participation, the Consultant will adhere to the stated participation rate unless otherwise agreed to, in writing, between SRTA and the Consultant for circumstances beyond the control of the Consultant.

Consultant will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(4) Establishing delivery schedules, where the project requirements permit, that encourage participation by small and minority business, and women's business enterprises;

(5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

D) The Consultant shall, as required by 49 CFR part 26, include the language in Attachment C into all contracts funded in whole or in part with funds authorized in this Agreement.

17. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A) In the performance of work undertaken pursuant to this Agreement, the Consultant for itself, its assignees, and successors in interest, shall affirmatively require that its employees and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

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.

18. 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.

   In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. § 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G § 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTA's Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

C) When using federal funds, Consultant will, for any contract of over $30,000, abide by lobbying disclosure requirements, per compliance with 31 U.S.C. 1352. For contracts which exceed $100,000, Consultant shall require the following language of this subsection to be included in all subcontracts.

(1) By signing this Agreement, Consultant certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.

(3) This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the MFTA between SRTA and the state or, alternatively, the grant agreement with the respective funding entity. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and more than $100,000 for each such failure.

D) Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

Consultant 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 Consultant, to the extent the Federal Government deems appropriate.

E) Consultant is required to acknowledge the mandatory standards and policies related to every efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et. seq.).

F) Consultant acknowledges that it will not enter into contracts for over $25,000 with suspended or debarred consultants (Executive Order 12549; 49 CFR part 29). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Consultant is required to verify that neither itself, 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.

Consultant 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 bid or proposal, Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by SRTA. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to remedies available to SRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant 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. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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.

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

K) Consultant agrees to comply with all 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.

L) SRTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SRTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

M) 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 Consultant shall not perform any act, fail to perform any act, or refuse to comply with any SRTA requests which would cause SRTA to be in violation of the FTA terms and conditions.

19. ACCESS TO RECORDS/RETENTION

SRTA, federal, and state officials shall have, without charge, 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.

20. 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.

21. 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.

22. CONFLICT OF INTEREST

Consultant, including its officers and employees, is required, prior to entering into this Agreement, to inform agency of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to the Consultant, or may impact the Consultant's objectivity in performing the contract work.

23. NOTICES

A) Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail and/or email to the following addresses:

If to SRTA:	Shasta Regional Transportation Agency Attn: Sean Tiedgen, AICP, Executive Director 1255 East Street, Suite 202 Redding, CA 96001 srta@srta.ca.gov

If to Consultant: [Insert Consultant name here]
Attn: [Insert contact/title here]
[Insert address here]
[Insert city, state and zip code here]
[insert consultant email here]

B) Notice shall be deemed to be effective two days after mailing. For more expedient delivery, an email may be used for more administrative types of communication, with the provision there is record of receipt of the transmission. Any oral notice authorized by this Agreement shall be deemed to be effective immediately.

24. CONFIDENTIALITY

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

25. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this Agreement shall become the property of SRTA and be delivered to SRTA upon completion of its authorized use pursuant to the Agreement. SRTA may use such work products for any purpose whatsoever. All works produced under this Agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in 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.

26. 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.

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

SHASTA REGIONAL TRANSPORTATION AGENCY

Date: ___________________

____
SRTA Chair [or Sean Tiedgen, AICP, Executive Director]

[Insert Consultant Name Here]

Date: ___________________

By: ___________________________________
Principal/President

Tax I.D.#: ______________________________

Approved as to form:

JOHN KENNY
Counsel, Shasta Regional Transportation Agency

____

Attachment A
SCOPE OF WORK

Attach Scope of Work Here

///INSERT AGREED UPON SCOPE OF WORK and named Consultant Project Manager (to make consistent with Section 6B of contract)///

Attachment B
BUDGET
Attach Budget Here

///INSERT AGREED UPON BUDGET and named Consultant Project Manager (to make consistent with Section 6B of contract)///

Maximum Compensation: $///

If On-Demand Work, Include Fee Schedule Based on RFP or RFP responses. The fee scheule submitted by a consultant remains the same for the life of the contract, unless specifically provided for in the RFP/RFQ.

Attachment C

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 Consolidated Planning Grant (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 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.

- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.

- **Prompt Progress Payment to Subcontractors—**A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. 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.

- **Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

    1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. 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 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.

    2) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime 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.