

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *Handwritten signature*

BOARD AGENDA # *C-4

Urgent Routine

AGENDA DATE April 23, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Comprehensive Operational Analysis Contract to Pacific Municipal Consultants, Rancho Cordova, California

STAFF RECOMMENDATIONS:

1. Award the Comprehensive Operational Analysis (COA) contract to Pacific Municipal Consultants (PMC) of Rancho Cordova, California, in the amount not to exceed \$121,281.
2. Authorize the Director of Public Works to execute a contract with Pacific Municipal Consultants in the amount of \$121,281 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.

FISCAL IMPACT:

Funding from the Local Transportation Funds (LTF) in the amount of \$121,281 will be used to pay for the COA. The funds are currently available in the Public Works Local Transit Fiscal Year 2012-2013 budget.

BOARD ACTION AS FOLLOWS:

No. 2013-175

On motion of Supervisor Withdraw, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Handwritten signature of Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award the Comprehensive Operational Analysis Contract to Pacific Municipal Consultants, Rancho Cordova, California

DISCUSSION:

In December 2012, General Services Agency (GSA) Purchasing Division in conjunction with the Public Works Transit Division issued a Request for Proposals (RFP) to conduct a comprehensive operational analysis of transit services offered in Stanislaus County. The comprehensive operational analysis is a transit planning study which is intended to evaluate the efficiency and effectiveness of existing transit services provided in the County, as well as analyze the performance of all routes including fixed routes, deviated fixed routes, shuttle, demand-response, and the non-emergency transportation medical services.

The goal of the study is to evaluate on-going transit services managed by the Public Works Transit Division, including transit service operated in our partner communities to determine how best to improve and enhance transit services. Key objectives of the study are:

- Analyzing performance of Stanislaus Regional Transit (StaRT) services to develop a service plan that best meets the needs of current and future StaRT customers;
- Understanding existing and potential markets for transit service that will help increase ridership and market share in the region;
- Examining efficiency and effectiveness of the current system and providing recommendations to improve productivity;
- Ensuring that StaRT is better able to provide service consistent with local/regional social and economic developments, as well as population growth in the County;
- Developing and recommending new service configuration that will best meet the growing transit needs in the County;
- Providing recommendations to make transit service more user-friendly; and
- Offering recommendations to help StaRT deploy innovative solutions and Intelligent Transportation Systems technology to help enhance and improve transit services in the County.

One consulting firm submitted a proposal and upon further review of the proposal, staff in the Public Works Transit Division and GSA Purchasing determined the proposal received from PMC was responsive and met all criteria identified in the RFP.

Approval to Award the Comprehensive Operational Analysis Contract to Pacific Municipal Consultants, Rancho Cordova, California

As the study moves forward, deliverable documents will be received, reviewed, and commented on by a Technical Advisory Committee that will include two staff from the Public Works Transit Division and three staff from PMC. The findings from the study will result in a Short Range Transit Plan and a Long Range Transit Plan which will form the basis of future transit planning and service development activities in the County. The study will also evaluate feasibility of merging transit services provided by StaRT and City of Turlock to determine the cost efficiency and effectiveness of consolidating both transit services.

Staff intends to work with the selected consultant to analyze comments provided by the public as part of this year's Unmet Transit Needs public meetings and hearings to ensure transit service coverage is maximized throughout the County. Additionally, the study will provide recommendations for service improvements for Fiscal Year 2014-2015 and subsequent years. The estimated completion date for the study is November 2013.

POLICY ISSUES:

The recommended actions support the Board's priorities of A Well Planned Infrastructure System and Efficient Delivery of Public Services by providing for a public transit system that is compliant with Federal and State efficiency standards.

STAFFING IMPACT:

Staff from the Public Works Transit Division will participate on the Technical Advisory Committee.

CONTACT PERSON:

Eunice Lovi, Public Works Transit Division Manager. Telephone: 209-525-7560.

EL:lc

H:\Eunice Lovi\BOS\1213\COA Contract Award Report\COA Contract Award_BOS 4.23.13

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Pacific Municipal Consultants
for
Comprehensive Operational Analysis

This Agreement is made and entered into on the 23rd day of April, 2013, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Pacific Municipal Consultants, hereinafter referred to as "Consultant".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable

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to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Twenty-One Thousand Two Hundred Eighty-One Dollars (\$121,281) Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at

the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to

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completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and

expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance and Workers Compensation insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or

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condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain

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such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties

shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

6.5. The foregoing provisions shall survive the term and termination of this Agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for

the Project from beginning through completion of services.

- a. Project Manager: Derek Wong
- b. Lead/Manager: N/A

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County Public Works
Attn: Linda Allsop, Contracts Mgr.
1716 Morgan Road
Modesto, California 95358

If to Consultant:

PMC
Attn: Pam Warfield, Contracts Mgr.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his

expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided, unless such disclosure is required by law.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to

Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent

jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.


7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

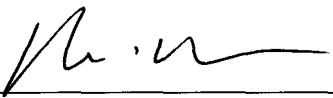
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

PACIFIC MUNICIPAL CONSULTANTS


By: 
Matt Machado, Director
Department of Public Works

By: 
Philip Carter
President

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____

By: 
Thomas E. Boze
Deputy County Counsel

Board Resolution No. 2013-175



**EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL**

MW



Request for Proposal

RFP #12-64-CB

**PUBLIC WORKS TRANSIT DIVISION
Comprehensive Operational Analysis**

Pre-Conference Date and Time:

January 8th, 2013 – 10:00a.m.

@

1010 10th Street, Room 4601; Morrison Room

Closing Date and Time:

January 24, 2013 @ 2:30 p.m.

Proposers are required to submit an original and six (6) additional copies of their proposal response (including all required attachments) to the address below. The County also requires one (1) electronic version of Proposer's response on CD, DVD, or USB Flash Drive be delivered to address below. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.

Deliver to:

Stanislaus County

General Service Agency/Purchasing Division

1010 10th Street Suite #5400

Modesto, CA 95354

(209) 525-6319

Any changes to this RFP are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the County's copy shall prevail. All addenda and notices related to this solicitation will be posted by the County on PlanetBids. In the event this RFP is obtained through any means other than PlanetBids, the County will not be responsible for the completeness, accuracy or timeliness of the final RFP document.

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SECTION ONE—INTRODUCTION

1.1 Statement of Purpose

The County of Stanislaus (County) is seeking proposals from qualified and experienced organizations for the provision of a Comprehensive Operational Analysis on behalf of Stanislaus County – Public Works Transit Division. The purpose of this Request for Proposal (“RFP”) is to obtain a proposal from a qualified and licensed firm, to conduct a comprehensive operational analysis as noted under Appendix A – Scope of Work and related services as requested by Stanislaus County.

The selected proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. All proposers, however, must explain thoroughly, how their offering meets the minimum service and deliverable expectations specified in the RFP. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

This RFP contains the instructions governing the requirements for proposals including the format in which proposal information is to be submitted and the material to be included; the requirements that must be met to be eligible for consideration; and the responsibilities of the proposer before and after implementation.

1.2 About Stanislaus County

Stanislaus County is located in Central California and is bordered to the north by San Joaquin County and Merced County to the south. Stanislaus County is within approximately 90 minutes’ drive to San Francisco, the Silicon Valley, Sacramento, the Sierra Mountains and California’s Central Coast. The County is divided into five Supervisorial Districts with each Supervisor elected by constituents within their districts. The Board of Supervisors has both legislative and administrative duties and responsibilities. The Board is assisted by the Chief Executive Officer who provides leadership, oversees preparation of the county budget and expenditures, and coordinates county government operations.

According to the most recent report released by the State Department of Finance (DOF) in May 2012, the current population of Stanislaus County is estimated at 519,940. The report by the DOF shows preliminary January 2012 population data for cities and counties in the State of California. As highlighted in the report, Stanislaus County continues to grow and as noted, the City of Hughson grew at a rate of 1.7% between January 2011 and January 2012. The population in the unincorporated areas increased slightly in January 2012 when compared to the population in January 2011.

Stanislaus Regional Transit (StaRT) is managed and administered by the Stanislaus County Public Works Transit Division, with transit service operated by Storer Transit Systems. There are nine incorporated cities, including Ceres, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, Hughson, and Modesto which is the largest city in the County. Additionally, there are thirteen unincorporated communities in the County with transit services offered to such areas like Grayson, Westley, Crows Landing, and Empire.

1.3 Statement of Services

The County has identified the proposed Scope of Work included with this RFP as Appendix A. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for

inclusion in the resultant agreement. The RFP contains the minimum list of services and deliverables the selected proposer is expected to provide the County, as set forth herein.

Service Characteristics:

Transit services operated within the County include six fixed routes, one deviated fixed route service, two intercity and three intracity demand response shuttle services, and a non-emergency medical transportation service. Table 1 provides a summary of services provided throughout the County and the jurisdictions in which service is offered. Transit service is provided over an area of 1,494 square miles with the span of service for the system from 5:05 AM to 9:45 PM for fixed routes, 6:45 AM to 6:40 PM for deviated fixed route/shuttle services, and from 7:00 AM to 6:00 PM for the Dial-a-Ride (DAR) service. Service is offered Monday through Friday with Saturday service provided on a number of routes.

SUMMARY OF EXISTING TRANSIT SERVICES

ROUTE NAME	JURISDICTIONS SERVED	SPAN OF SERVICE
Route 10	Modesto and Turlock	6:10 AM to 10:30 PM on Weekdays
Route 15	Modesto, Ceres, Keyes, and Turlock	5:05 AM to 9:51 PM on Weekdays 6:20 AM to 8:29 PM on Saturdays
Route 40	Modesto, Grayson, Westley and Patterson	5:25 AM to 8:45 PM on Weekdays 6:40 AM to 7:35 PM on Saturdays
Route 45	Gustine, Newman, Crows Landing, Patterson and Turlock	5:20 AM to 8:00 PM on Weekdays 5:50 AM to 7:32 PM on Saturdays
Route 60	Modesto, Riverbank and Oakdale	5:30 AM to 9:03 PM on Weekdays 6:20 AM to 8:17 PM on Saturdays
Route 70	Modesto, Turlock, and Merced	6:00 AM to 6:35 PM on Weekdays
Turlock – Modesto Shuttle	Modesto, Ceres, Keyes, and Turlock	7:00 AM to 6:30 PM on Weekdays and Saturdays
Waterford – Modesto Runabout	Modesto, Empire, Hughson and Waterford	6:05 AM to 7:25 PM on Weekdays 6:45 AM to 6:40 PM on Saturdays
Eastside Shuttle	Modesto, Riverbank and Oakdale	6:55 AM to 5:30 PM on Weekdays and Saturdays
Newman Dial-a-Ride	Newman Area including Newman, Crow Landing, Patterson and Gustine	7:00 AM to 6:00 PM on Weekdays 8:00 PM to 4:30 PM on Saturdays
Patterson Dial-a-Ride	Patterson Area Only	7:00 AM to 6:00 PM on Weekdays 8:00 PM to 4:30 PM on Saturdays
Waterford Dial-a-Ride	Waterford, Hickman and Limited areas in Oakdale	8:30 AM to 4:45 PM on Weekdays 9:00 AM to 4:30 PM on Saturdays
Non-emergency Medical Transportation Service	Bay Area Medical Facilities	Reservation is required.

The current fleet consists of 10 Compressed Natural Gas (CNG) vehicles made up of Orion buses for fixed route service and 13 small buses used for Dial-a-Ride and the deviated fixed route/shuttle

and non-emergency medical transportation services. The County is currently working on procuring replacement buses to replace vehicles in the fleet that will meet their service useful life at the end of Fiscal Year 2012-2013. In addition, there are plans to procure expansion and additional replacement buses in the current fiscal year due to capacity related challenges on a number of routes in the service area. Furthermore, the County plans to purchase more replacement buses in Fiscal Year 2013-2014 to replace aging buses in the fleet.

In June of 2012, the County presented a proposal to the Riverbank Oakdale Transit Authority (ROTA) to merge ROTA transit service with the Stanislaus Regional Transit (StaRT) transit system. The ROTA Board approved the County's proposal to merge the transit services and based on preliminary evaluation of the current ROTA service, the County anticipates implementing Dial-a-Ride (DAR) services in the Cities of Riverbank and Oakdale beginning January 1, 2013. Separate DAR service will be implemented in each city and will be included in the comprehensive transit planning study.

Rider Characteristics:

StaRT conducted a survey in December 2011 and based on the findings, more males use the transit services than females. In addition, more students use StaRT for daily trips to school during the school year. The findings also suggested that more passengers within the ages of 19 to 64 years use the transit services offered by the County for their transportation needs.

Passenger Amenities:

StaRT has close to 150 bus stops throughout its service area, with more than 50 bus shelters and 10 stand-alone bus benches installed at select bus stops. StaRT contracts the maintenance of bus stops and shelters with a private company, with the amenities cleaned on a quarterly basis. StaRT is considering implementing a new program whereby the bus stops and amenities are cleaned on a "quarterly" basis. Additionally, StaRT anticipates installing a variety of amenities at select bus stops depending on the adjacent developments, such as senior centers, medical facilities and commercial stores.

Funding Opportunities:

StaRT uses funding appropriations from the Federal Transit Administration (FTA) Section 5311 program and Transportation Development Act (TDA) funding allocated to the County to fund transit operations. TDA funds, Proposition 1B Capital Transit funds, and Transit Security funds are used for the implementation of transit capital projects. Other funding sources such as Section 5311(f) and Congestion Mitigation Air Quality (CMAQ) are also used in supplementing funding received for transit operations and capital projects.

The Fiscal Year 2012-2013 budget includes operating funds for StaRT's service contract in addition to funding for the implementation of transit capital projects. The approved budget includes capital funds for the purchase of three (3) 40 ft. replacement buses for fixed route service and two (2) 30 ft. and/or 32 ft. buses to address capacity related issues on some of the routes. The County is currently in the final phase of procuring a 32 ft. bus for the non-emergency medical transportation service that transports County residents to medical facilities in the Bay Area.

1.4 Contract Duration

The County intends to enter into a contract for a period of six (6) months. The County reserves the right to extend this contract on a month-to-month basis; however, in no case shall the renewal extend beyond one (1) year from the expiration date of the original Agreement. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the

increase in the County's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided in the original contract and proposal.

1.5 Other Government/Publicly Funded Agencies

If mutually agreeable to all parties, the issuance of any resultant contract and/or purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. All terms and conditions as specified in the agreement shall apply.

1.6 Proposal Deadline

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposals shall clearly identify the Project Name, RFP Number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by Stanislaus County General Services Agency (GSA).

1.7 Nondiscrimination

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.8 Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact identified in Section 3.1 to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

SECTION TWO—RFP SCHEDULE OF EVENTS

2.1 Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE OF EVENTS		
1	County Issues Request for Proposal (RFP)	12-12-12
2	Pre-Conference	01-08-13
3	Question Deadline	01-18-13
4	Assistance to Proposers with a Disability Deadline	01-18-13
5	Submission Deadline—2:30 p.m.	01-24-13
6	Interviews [If necessary]	T-B-D
7	Mail - Notice of Intent to Award {Tentative}	T-B-D
8	Appeals Deadline	T-B-D
9	Board of Supervisors Authorizes Contract	T-B-D
10	Proposer Transition	T-B-D
11	Contract Negotiations and Completion	2-4-13
12	Begin Contract Services	T-B-D

2.2 Pre-Conference Requirement

MANDATORY ATTENDANCE AT PRE-CONFERENCE	
<input type="checkbox"/> Yes*	<input checked="" type="checkbox"/> No

***If attendance is mandatory, Stanislaus County will accept proposals only from those who have attended the Pre-Conference. All other submittals shall be rejected.**

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2.3 Pre-Conference

A Pre-Conference for all potential proposers is scheduled at the time and date set forth below and in the preceding Section 2.1, Schedule of Events.

PRE-CONFERENCE LOCATION	
Stanislaus County	Public Works Transit Division
Date: January 8, 2013	Time: 10:00A.M.
Address: 1010 10 TH Street	City: Modesto, CA 95354
Conference Room: Room #4601-20 Morrison Room	Phone: 209/525-6319

The purpose of the Pre-Conference is to discuss the work to be performed with the prospective proposers and allow for questions concerning the RFP. Proposers are strongly encouraged to (a) read through this RFP document in its entirety prior to the scheduled Pre-Conference and (b) bring the RFP document in printed format to the scheduled Pre-Conference. The Pre-Conference serves solely to clarify the contents of the RFP and is not intended to provide technical assistance to proposers or to add information to this RFP. The purpose is to answer questions; respond to previously submitted written questions; and clarifies any ambiguities. Such clarification may aid potential proposers in deciding whether to submit proposals.

The response to any question that is given orally at the Pre-Conference is to be considered tentative and nonbinding on the County. After the Pre-Conference, the official response to all questions shall be published in writing by issuing an addendum. This is to ensure accurate, consistent responses to all proposers.

SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

3.1 Proposal Inquiries

Questions, in written form, regarding this proposal should be referred to:

RFP POINT OF CONTACT	
Stanislaus County	General Services Agency/Purchasing Division
1010 10 th St., Ste. 5400	Modesto, CA 95354-0859
Attention: Cathy Blair, Sr. Buyer	Phone: 209-525-6319
E-mail: blairc@stancounty.com	Fax: 209-525-7787

All inquiries are to be submitted at least ten (10) working business days prior to the proposal closing date. Any responses by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding.

3.2 Proposal Format

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process. All items shall be completed and the signatures of all persons signing shall be written in longhand. GSA Purchasing may not consider proposals not submitted in the format specified.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

Stanislaus County
GSA Purchasing Division
1010 10th Street, Suite 5400
Modesto, CA 95354-0859

3.3 Proposals Received Late

Proposals received after the time specified will be returned unopened to the respective proposer and will not be considered for evaluation. Proposals will be opened in public at 2:30 p.m. on said date at the above location.

3.4 Alternate Proposals

Alternate proposals will be considered unless otherwise stipulated.

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3.5 Proposal Errors

Mistakes in a proposer's submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

3.6 Default or Failure to Perform

The principal protection of the County's interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required:

3.6.1 Proposal Security

If required, proposal security shall take the form of a bond, a cashier check, or a certified check, representing the proposer's firm commitment to stand behind the RFP price. The proposer's bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the proposer's security is in the amount of ten percent (10%). See Page 37.

3.6.2 Performance Bonds

A performance bond may be required to secure fulfillment of all of the proposer's obligations under the contract. If required, the successful proposer shall file with the County a surety bond satisfactory to the County in the amounts noted prior to the execution of the contract or awarding of an RFP by the County. Bonds shall be duly executed by a responsible corporate surety authorized to issue such bonds in California and secured through an authorized agent with an office in California. Proposer shall pay all bond premiums, costs and incidentals. See Page 37.

3.6.3 Payment Bonds

If required to assure the proposer's full discharge of its obligations to subproposer, suppliers, and other labor used on the project, the successful proposer shall file with the County a surety bond issued by a California admitted surety in the amounts noted. See Page 37.

3.7 County Code

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008. Please see the Local Vendor Preference Notice attached hereto in Section 8.

3.8 Cash Discounts

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful proposer will be accepted by the County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest.

3.9 Award

Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. The time for awarding a

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contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

3.10 Right of Rejection

The County reserves the right to reject all proposals, as it may deem proper in its absolute discretion.

3.11 Form Agreement/Exceptions and Alternatives

The Sample Agreement attached to this Request for Proposal ("RFP") contains terms and conditions that will become binding upon the successful proposer upon execution of the contract. This Sample Agreement is attached solely for the purpose of informing proposers of the fixed, predetermined, standard contract provisions with which the successful proposer will be required to comply.

If the proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful proposer will otherwise be expected to sign the agreement upon award of the contract. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.

3.12 Nondiscrimination

Stanislaus County does not unlawfully discriminate in violation of any federal, state or local law, rule or regulation because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, sex or sexual orientation.

3.13 Failure to Comply

The County cannot accept any proposal that does not comply with all of the above stated requirements.

3.14 Protest and Appeal Procedures

3.14.1 General

Potential bidders, proposers, and sub-proposers wishing to protest or appeal procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.

3.14.2 Definitions

1. For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
2. "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
3. "Interested Party" means an actual or prospective proposer or vendor.
4. "Proposal" includes the term "offer" as used in the context of formal, informal, or negotiated procurements.

3.14.3 Protest Procedure

1. Any interested party may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award or Notice of Non-Award.
2. The protest shall be delivered by a courier or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor.
 - b. Identify the project under protest by name, RFP number, and RFP date.
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to such issues should be raised and addressed, if at all, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

3.14.4 Protest Review

1. Upon receipt of a written protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the written protest.
2. Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. Such appeal shall be delivered by a courier or sent by registered mail to the Stanislaus County Board of Supervisors, with a copy to the Purchasing Agent. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final.

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SECTION FOUR—TERMS AND CONDITIONS

4.1 Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the proposer.

4.2 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Proposers shall be responsible for identifying information in their responses deemed to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public after the award of the RFP.

4.3 Public Records Act

All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as "Confidential" or "Proprietary" and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

4.4 Modification of Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the contract.

4.5 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

4.6 Examination of Proposal Documents

Proposers shall carefully examine the specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

Should a proposer find discrepancies in, or omissions from, the specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the

form of a written addendum. Any change in requirements will also be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

4.7 Insurance Provisions

The "Insurance Provisions" contained in Section 6 of the Sample Agreement are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in the Sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting and/or containing the following:

1. Policy limits of insurance as required in the Sample Agreement Page 25;
2. Deductibles shall be declared;
3. NAIC# for insurers shall be provided on the certificate;
4. 30 - day notice of cancellation;
5. Certificate Holder is "Stanislaus County;"
6. Endorsement naming "Stanislaus County" as additional insured (GL and Auto);
7. Waiver of subrogation (Worker's Compensation Page 25 of the Sample Agreement);
8. Carrier admitted/licensed to issue insurance in California; and
9. Best's rating of no less than A-, and Financial Size Category of at least VII.

An "Insurance Checklist" is included in this RFP package on Page 36.

4.8 Sample Agreement

A Sample Agreement is attached solely for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications set forth in this RFP and in the various proposal documents, unless specifically noted otherwise in the proposal.

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5.1 Submittal Documents

Proposers shall submit the following documents as a response to this RFP:

1. Signed Proposal Cover Page;
2. Local Vendor Preference;
3. RFP package completed and signed;
4. W9 form Request for Taxpayer Identification Number and Certification;
5. Exceptions to the terms and conditions of this RFP;
6. Exception to the Sample Agreement;
7. Insurance Checklist;
8. Signed Non-Collusion Affidavit;
9. Bond Requirements (if applicable);
10. Response Clarification Addendum; and
11. Pricing.

Proposals shall contain all of the elements set forth in Section 5.2 below and shall be submitted in three (3) separately sealed envelopes, each clearly identifying the project name, number and closing date. The envelopes shall be marked as follows:

1. One marked "FINANCIALS" (which includes only one original set) consisting of items set forth in 5.3.1;
2. One marked RFP "PROPOSAL" (an original and six copies) consisting of items 1-10 above as well as items in 5.3.2 below; and
3. One marked "RFP PRICING/FEE SCHEDULE" (original and six copies) consisting of items in 5.3.3 below.

5.2 Proposal Submittal

Proposals shall be submitted to the General Services Agency Purchasing Division at the place and time specified in this notice.

5.3 Proposal Elements

The "PROPOSAL" response shall be divided into three parts:

- Part One—Financial Reports**
- Part Two—Qualification Proposal**
- Part Three—Pricing Proposal**

Each part shall be preceded by an 8 ½" by 11" tab divider, with each part clearly labeled. Proposal documents not identified above shall be included in a section labeled "Other RFP documents."

Below are the detailed elements of part of the proposal. The actual scope of work is detailed in Appendix A, Pages 42-44. Proposers shall address these elements as indicated:

5.3.1 Part One—Financial Reports

Proposers are required to submit only one (1) copy of Financial Reports in original response only which includes detailed information about the proposer's financial condition, which includes the following information:

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1. Provide audited financial statements for the three (3) most recent fiscal years for which the statements are available, and interim if available. The statements must include balance sheet, income statement and a statement of cash flows. Statements must be complete with opinion, notes, management letters, and conform to Generally Accepted Accounting Practices (GAAP). If no audited statements are available, explain why and submit unaudited financial statements. Statement of Income and Retained Earnings, last five (5) years, prepared by an independent auditing firm.
2. Proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6, Insurance, of the Sample Agreement included in the RFP package.
3. List of bonding and insurance companies, including addresses, telephone numbers, and contacts.
4. Identify what percent of proposer's annual revenue this contract shall represent.

Please note that Proposers may not submit income tax returns in lieu of the above requested items.

5.3.2 Part Two—Qualification Proposal

Please submit proposer's qualification proposal, which includes a complete corporate profile of proposer outlining proposer's background, philosophy and experience and other pertinent information about proposer's ability to perform the work. This section shall include responses to the following:

1. Evidence of proposer's authority to conduct business within the state of California.
2. Number of years in business as a (Type of Proposer i.e. Rate Review) Consulting firm.
3. Brief history of the firm, including ownership structure, key principals and current organization structure.
4. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
5. Identify the staff to be assigned to this project and their relevant experience and qualifications to this project. Attach resumes of individuals who will be assigned to this project. Include certifications and licenses of individuals. List the number of full-time employees and the number of part-time employees performing the (Type of Services Proposer will be performing i.e. Rate Review) services as of the date of submission of proposer's response to this Request for Proposal.
6. Submit a detailed description of expected sub-proposer(s) who might be involved including a general overview of the firm and brief resumes of key personnel.
7. Employee background check procedures; security procedures.
8. List of references of firms for whom services have been provided by proposer. List names, addresses, telephone numbers and contact persons.
9. List of contracts that have not been renewed or terminated in the past five (5) years. List names, addresses, telephone numbers and contact persons.
10. Submit a sample of previous work showing a product representative of the proposer's expertise in the area of interest. Include detailed information about the size and scope of proposer's current contracts.
11. Provide a description of proposer's understanding of the specific project goals and requirements with highlights of those that are particularly significant to the project and the delivery of services.
12. Approach and Understanding of Requirements.
13. Submit a technical proposal describing the detailed scope of work including specifying tasks (and firms if preparation of the analysis involves other firms) that will

be completed to accomplish the Scope of Work outlined in this RFP. This shall include:

- a. A statement of approach to the project;
 - b. A detailed work plan;
 - c. A detailed timeline;
 - d. Specific staffing procedures;
 - e. A detailed resource plan; and
 - f. A discussion which includes the focus on issues concerning the Companies, the County, and cooperating jurisdictions.
14. Proposers shall identify what coordination and meetings the County will be required to provide.

5.3.3 Part Three—Pricing Proposals

1. A separate sealed document that details the total cost in U.S. dollars to the County for the proposal being submitted.
2. Proposers shall provide total project cost and a pricing methodology complete with a time allotment for each task in the approach proposed to carry out the work, and the schedule of fees for staff to be assigned to the project. Proposer shall list each project team member, assigned number of hours for each task (if applicable), and hourly billing rate for each project team member. The pricing proposal shall also identify the tasks and subtasks assigned to the project team members. A not-to-exceed total project cost shall include charges for overhead, administrative and materials costs and charges for any subproposers if the use of subproposers is specified in the proposal. (See "Submission of Proposals", for additional instructions.) This shall form the basis for payments to the successful proposer, as well as for adjustments to the value of the Agreement in the event the scope of work varies from that proposed.
3. The proposer shall provide pricing for a period of time as described in Section I, Item 1.3; Contract Duration. Should the County and the successful proposer mutually agree to renew the Agreement, the pricing provided by the proposer in its RFP response for the subsequent years shall be utilized.
4. ALL cost incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Proposers Pricing Proposal Form. The cost for insurance and bonding shall be separately identified on the Pricing Proposal Form.

5.4 Pricing Evaluation

In determining the amount proposed by each proposer, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work. If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the proposal shall be disregarded.

SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

6.2 Selection Process

The County shall name, for the purpose of evaluating the proposals received in response to this RFP, establish an Evaluation Committee (EC) composed of representatives from the County. The County may elect to include as part of the Committee qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that shall be used by the EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its option, may award this proposal on the basis of the initial proposals.

6.3 Evaluation Phases

It is anticipated that the following steps will be performed by the EC in evaluating proposals; however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Phase I Review and Evaluate Proposals Submission and Financials
- Phase II Evaluation of Qualifications, Interviews and Reference Checks
- Phase III Pricing

6.3.1 Phase I Pass/Fail

Phase I is a pass/fail evaluation for submission completeness and financial review. Purchasing will conduct a pass/fail analysis of (a) each submitted Proposal for completeness and (b), the financial stability of each proposer. During Phase One, the RFP-Pricing will remain unopened and be retained by the County's Purchasing Division. Upon completion of its analysis, Purchasing, will forward the RFP Proposals submitted by those proposers who have passed Phase I to the Evaluation Committee (EC).

6.3.2 Phase II Proposal Evaluation

In Phase II, the EC will review and evaluate the RFP Proposals, and each proposer will be given a score. During this phase, reference checks will be performed, and proposers may be interviewed. Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work contemplated herein shall be placed on an "interview list." Those on the interview list shall be requested to make a formal presentation of their proposals to the County.

6.3.3 Phase III Pricing/Fee Schedules

In Phase III, the (EC will review and evaluate) RFP Pricing Proposals, and each proposer will be given a score. On the basis of the Phase II and Phase III scores, the EC shall make a final ranking of potential proposers. The EC shall then select/recommend the proposal

which is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

EVALUATION CATEGORIES—THREE PHASES	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass/Fail
Submit written notification to proposers who are proceeding onto Phase II	
PHASE II	MAXIMUM POINTS
Phase II – Proposer's Response	30
Phase II – Qualifications	30
Phase II – Understanding of the Project	25
Phase II – Quality of Response/Other "Value Added" Factors	5
Phase II – References	10
Sub Total for Proposal Points:	100
PHASE III	MAXIMUM POINTS
Phase III – Pricing	50
TOTAL POSSIBLE WEIGHT OR POINTS:	150

6.4 Award

Award will be made to the proposer whose proposal best meets the criteria set forth herein and provides the best value to the County, with price and all other factors considered.

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SECTION SEVEN—STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the proposer selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the proposer and the County Purchasing Agent and by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the payment terms and conditions set forth in the final contract. No payment shall be made until the contract is fully executed and approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the proposer regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.4 Contract Monitoring

The successful proposer shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the successful proposer's place of business that are related to the performance of the contract. If the County requires such an inspection, the successful proposer shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the County may request the successful proposer to perform additional work for which the successful proposer would be compensated. Such work shall be within the general scope of this RFP. In such instances, the County shall provide a written description of the additional work, and the successful proposer shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the successful proposer's response to this RFP. If the County and the successful proposer reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the successful proposer and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The successful proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.



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**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**
Version 2/17/06

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and _____ ("Contractor") on _____.

Recitals

WHEREAS, the County has a need for services involving _____; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A and **Exhibit B**.

- 2.2 Except as expressly provided in Exhibit A and Exhibit B of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractors taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractors intention and desire that payments made by the Contractor to sub-contractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. **Term**

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in **Exhibit A**.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractors business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. **Required Licenses, Certificates and Permits**

Any licenses, certificates or permits required by the Federal, State, County or municipal governments for Contractor to provide the services and work described in **Exhibit A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. **Office Space, Supplies, Equipment, Etc.**

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to

provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. **Insurance**

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1. **General Liability**—Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. **Automobile Liability Insurance**—If the Contractor or the Contractors officers, employees, agents, representatives or sub-contractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3. **Workers' Compensation Insurance**—Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractors defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its sub-contractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

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- 6.4 The Contractors insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractors insurance and shall not contribute with Contractors insurance.
- 6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 6.6 The Contractors insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.
- 6.9 Contractor shall require that all of its sub-contractors are subject to the insurance and indemnity requirements stated herein, or shall include all sub-contractors as additional insured under its insurance policies.
- 6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for sub-contractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractors officers, employees, agents, representatives or sub-contractors.

7. **Defense and Indemnification**

- 7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractors officers, employees, agents, representatives or sub-contractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 Contractors' obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any

requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

- 8.1 All acts of Contractor and its officers, employees, agents, representatives, sub-contractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent proposers and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or sub-contractors are, and shall represent and conduct themselves as, independent proposers and not employees of County.
- 8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or sub-contractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

- 9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. **Confidentiality**

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. **Nondiscrimination**

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or sub-contractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or sub-contractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. **Assignment**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. **Waiver of Default**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. **Notice**

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties at the appropriate address as follows:

15. **Conflicts**

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

16. **Severability**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, State or County statute, ordinance 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.

17. **Amendment**

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. **Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. **Advice of Attorney**

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. **Construction**

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. **Governing Law and Venue**

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS Stanislaus County Public Works Transit Division</p> <p>By: _____ Eunice Lovi Transit Manager</p> <p style="text-align: center;">"County"</p>	<p>CONTRACTORS NAME</p> <p>By: _____ Name Title</p> <p style="text-align: center;">"Contractor"</p>
<p>APPROVED AS T CONTENT: Department of _____</p> <p>By: _____ Name Title</p>	
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: _____ Name Deputy County Counsel</p>	

Raw



EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

<Select either the time & materials compensation paragraph or the subsequent lump compensation paragraphs, including the retention paragraph at the end.>

Time & Materials Paragraph

1. Contractor will be compensated on a time and materials basis, based on the hours worked by the Contractor's employees or sub-contractors, multiplied by the current Schedule of Rates - Exhibit B attached hereto and, by this reference, made a part hereof; provided, however, the Contractor will provide the County 30-days notice before any change in the rate schedule takes effect. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates - Exhibit B attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:
 - a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
 - b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

OR

Lump Sum Paragraphs

2. Contractor will be compensated on a lump sum basis for each task as set forth in Exhibit B attached hereto and, by this reference, made a part hereof. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates - Exhibit B attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:
 - a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
 - b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
3. The County shall retain ten (10) percent of all periodic or progress payments made to the Proposer until completion and acceptance of all work tasks.

rw

C. LIMIT OF EXPENDITURE

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed _____, including, without limitation, the cost of any sub-contractors, proposers, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. INVOICE REMIT TO:

The remit to address is:
Stanislaus County
Department of
Attention:

E. REPRESENTATIVES

The County's Project Manager is _____, (____) _____. The Contractors representatives is _____, (____) (_____).

F. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractors personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

G. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

H. AGREEMENT PERIOD

This shall be effective from _____ or date of award; whichever is later, through _____.

I. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.



EXHIBIT B

PRICE SCHEDULE

PRICE SCHEDULE:

The Contractor shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in **Exhibit A** – Scope of Work / Specifications in accordance with the rate schedule below.

The pricing for the initial Contract term and any renewable term is identified in the price schedule below:

sample

rw

**Stanislaus County
Request for Proposal**

Attachments:

Sample Agreement

Non-Collusion Affidavit to be Executed by Proposer and Submitted

Non-Collusion Affidavit Signature Page

Insurance Checklist

Bond Requirements

Proposal Cover Page

Local Vendor Preference Notice

Response Clarification Addendum

Proposal Checklist



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

(Please sign on the following page)

aw

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

I declare under penalty of perjury that the foregoing is true and correct.

RFP PROPOSERS INFORMATION		
Name of Proposer:		
Primary Contact for Proposing Agency:		
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
E-mail: <input type="checkbox"/>		
Type of Business:		
<input type="checkbox"/> Individual doing business under own name	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Individual doing business using a firm name	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Joint Venture—attach agreement		
Date Signed:		
Print Name:		
Signature:	Initials:	
Title:		

To be signed by authorized corporate officer or partner or individual submitting the proposal.

The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may result in criminal prosecution.

Rw

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE CHECKLIST

Name of Proposer:

	General Liability	Auto	Workers' Compensation
NAIC # of insurers is provided on the certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policy limits of insurance meet requirements in the agreement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deductibles are declared and approved or waived by County.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expiration date of policy is six months or more into the future.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 day notice of cancellation included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate Holder is "Stanislaus County."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement naming "Stanislaus County" as "Additional Insured" included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waiver of subrogation endorsement included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carrier is admitted/licensed to issue insurance in California.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Best's rating of no less than A-, and Financial Size Category of at least VII.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pollution Insurance requirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resource Help:

LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, must be approved by County Counsel.

If not in California:

[http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list\\$.startup](http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list$.startup)

For all "Insurers" listed on Certificate; State Fund is okay/an exception

For information on ratings:

<http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings>

PW

BOND REQUIREMENTS

Section 3, General Requirements and Information, describes the specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in this RFP.

BOND REQUIRED			
Proposal Security required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 10% of the Project Price
Performance Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%
Payment Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100%

FOR COUNTY USE ONLY

Proposal was opened on the following date and at the prescribed place.

FOR COUNTY USE ONLY		
Cashiers or Certified Check drawn on a California Bank.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Surety Bond	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date:		
Stanislaus County General Services Agency Purchasing Division		
Signature:	Initials:	
Title:		

RW



PROPOSAL COVER PAGE

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION

Name of Proposing Agency:		
Primary Contact for Proposing Agency:		
Project Name:	RFP #:	RFP Closing Date:
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
E-mail:	Phone:	
Date Signed:		
Print Name:		
Signature:		Initials:
Title:		

FOR COUNTY USE ONLY

Proposal Number:	Date:
Received by:	
Title:	

MW



LOCAL VENDOR PREFERENCE NOTICE

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL VENDOR PREFERENCE

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

1. Has a fixed office or distribution point located within the county of Stanislaus for at least one year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
2. Holds a valid business license issued by the County or a city within the County; and
3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes and proposals considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	Yes	No
1. Do you claim local vendor preference? If so, please complete		
2. Do you conduct business in an office with a physical location within Stanislaus County?		
(a) If yes, provide business address: _____ _____		
(b) Date on which business was established at this address: _____		
3. Does your business hold a valid business license issued by Stanislaus County or a city within Stanislaus County?		
(a) If yes, provide license number (_____) and name of local agency which issued license (_____)		
4. Do you have either:		
(a) At least one full-time employee whose primary residence is located in Stanislaus County		
(b) If you have no employees, is at least fifty percent (50%) of your business owned by one or more persons whose primary residence is located in Stanislaus County?		
Proposer's Name (printed):		
Proposer's Signature:		
Title:		

AW



RESPONSE CLARIFICATION ADDENDUM

RESPONSE CLARIFICATION ADDENDUM			
Addendum Number	Dated	Date Received	Initials
Print Proposers Name:			
Proposers Signature:			
Title:			

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.

Handwritten initials

PROPOSAL CHECKLIST

SUBMITTAL CHECKLIST			
		YES	NO
1	Signed Proposal Cover Page.	<input type="checkbox"/>	<input type="checkbox"/>
2	Local Vendor Preference Notice	<input type="checkbox"/>	<input type="checkbox"/>
3	RFP package completed and signed. Submit an original and six (6) additional signed copies.	<input type="checkbox"/>	<input type="checkbox"/>
4	W9 form Request for Taxpayer Identification Number and Certification.	<input type="checkbox"/>	<input type="checkbox"/>
5	Exceptions to the terms and conditions of this RFP.	<input type="checkbox"/>	<input type="checkbox"/>
6	Exception to the Sample Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
7	Insurance Checklist.	<input type="checkbox"/>	<input type="checkbox"/>
8	One separately sealed envelope marked "PROPOSAL"	<input type="checkbox"/>	<input type="checkbox"/>
9	One separately sealed envelope marked "RFP-PRICING"	<input type="checkbox"/>	<input type="checkbox"/>
10	Signed Non-Collusion Affidavit.	<input type="checkbox"/>	<input type="checkbox"/>
11	Bond Requirements.	<input type="checkbox"/>	<input type="checkbox"/>
12	Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>

Please return this checklist with your Request for Proposal submittal packet.

RW

Stanislaus Regional Transit Comprehensive Operational Analysis Scope of Work

Study Objectives:

In October 2000, StaRT completed a Long Range Transit Plan which outlined recommendations to improve existing service provided in the County. Also, in May 2006, StaRT completed a Short Range Transit Plan (SRTP) that evaluated existing transit services and provided recommendations to improve and enhance transit services operated in the County. Given that it has been more than five years since the last transit planning study was conducted and with the continued growth in the County, it is very important that the county-wide bus service be examined and evaluated to address system-wide issues of connectivity with other StaRT transit services, as well as connections to transit services operated by other local transit systems.

The overall goal of this project is to develop a current, in-depth short and long range transit plan that will guide StaRT actions in order to plan for future growth while maintaining financial stability. StaRT expects the plan to evaluate current regional, intercity and intracity transit services, demand response services, route coverage, operating speed and reliability, as well as examine service frequency on all routes. StaRT expects the plan to identify the mobility needs of County residents, evaluate the ability of the existing system to meet those needs, and to create the framework and direction for StaRT to better meet those needs in the future.

As mentioned, the County has been working with the Riverbank/Oakdale Transit Authority (ROTA) to consolidate both transit services. StaRT will begin operating Dial-a-Ride services in the Cities of Oakdale and Riverbank on January 1, 2013. Currently, five of StaRT's routes serve the City of Turlock in addition to transit services offered by the City. StaRT routes offering transit service in the City of Turlock include Routes 10, 15, 45, and 70 and the Turlock/Modesto Shuttle. Operating as Bus Line Service of Turlock (BLAST), the City of Turlock also offers fixed route services on four routes and paratransit service as well. Provided below is a summary of the City's fixed route service.

Summary of BLAST Fixed Routes

Route Names	Locations/Destinations Served	Span of Service
Route A	Starts from the transit center and travels along Walnut Road, West Main St., Colorado Ave., and Canal Dr.	6:40 AM to 5:30 PM on weekdays 10:00 Am to 4:00 PM on Saturdays
Route B	Begins at the transit center and travels along Countryside Drive, Monte Vista Ave., Geer Rd, Colorado Ave., Olive Ave., and Golden State Blvd.	6:40 AM to 5:30 PM on weekdays 9:25 AM to 3:15 PM on Saturdays
Route C	Starts from the transit center and travels along Geer Rd, Olive Ave., Christoffersen Parkway, Tegner Rd., Countryside Dr. and Tully Rd.	6:40 AM to 5:30 PM on weekdays 10:00 Am to 4:00 PM on Saturdays
Route D	Starts from the transit center and travels along West Ave., Linwood Ave., Berkeley Ave. East Ave., Johnson Rd, and Colorado Ave.	6:40 AM to 5:30 PM on weekdays 9:25 AM to 3:15 PM on Saturdays

MW

Due to the level of service offered by StaRT in the City of Turlock, the study should also evaluate opportunities to consolidate transit services provided by the City of Turlock and those of StaRT. The study should examine the cost effectiveness of potentially consolidating both transit services and to the extent possible, develop a financial plan as well as a service plan that addresses the cost efficiency of merging the two transit systems. In addition, a separate financial and service plan should be developed for StaRT's current and future service improvements, irrespective of potential consolidation of StaRT and the City of Turlock's transit services.

StaRT anticipates working with the selected consultant to develop performance criteria for a county-wide service plan that will enable StaRT to better evaluate and monitor transit service to ensure effectiveness and efficiency of the transit system. In order to accomplish this, a comprehensive review of the existing bus service offered by StaRT in the County is needed and must be accomplished. The objectives of the Comprehensive Operational Analysis (COA) are to:

1. Evaluate current service offered in the service area and provide analysis of service operated in urbanized areas as well as service provided in non-urbanized areas.
2. Analyze performance of StaRT fixed route and demand response services, and develop a service plan that best meets the needs of StaRT's current and future customers. Evaluate current "school trippers" and provide recommendations on how best to incorporate "school trippers" into regular schedule for bus service.
3. Examine the efficiency and effectiveness of the current system and provide recommendations that will improve productivity. Proposed improvement should identify changes in route frequency, running time, alignment, span of service and other operational inputs designed to improve ridership, service efficiency and effectiveness. Proposed improvements should also include recommendations for improving unproductive service routes.
4. Provide service consistent with local/regional social and economic development, and growth objectives and expectations. Proposed service should also offer better connectivity with outlying StaRT transit service as well as other local transit systems.
5. Develop and recommend new service configuration that best meets the growing needs of the County. The proposed service configuration should examine the system as a whole by identifying strengths and weaknesses and suggesting areas for improvement.
6. Recommend additional funding sources, as well as evaluate the need for other level of funding.
7. Provide recommendations to make bus service more user-friendly and ideas to deploy innovative solutions and technology that best meet StaRT's needs.
8. Recommend a five (5) year financial plan based on reallocation of existing and future service at moderate and optimistic service levels. While the service changes could be implemented as quickly as possible, capital projects may be phased in over a period of five years. Alternative service plans should be developed under different financial scenarios using various combinations of fixed route, including express and limited-stop service, flex and demand responsive services. Financial scenarios may represent a range of forecasts and must be fiscally constrained.
9. Develop a five (5) year service plan including operational and capital cost estimates, as well as estimated operational revenue to meet increased growth and demand, and changing travel patterns.
10. Recommend marketing strategies and/or program that would enable StaRT to market its services to the community, as well as the region.
11. Evaluate existing passenger facilities and amenities, and identify and recommend additional locations; i.e., transfer stations, park and ride facilities that could be implemented with the proposed

service alternatives. Locations for such facilities should be identified in general terms; i.e., ¼ to ½ mile radius.

12. Assess StaRT's current usage at the downtown Modesto Transit Center and recommend potential sites in downtown Modesto that the County may pursue in future to ensure the County is better able to address capacity related issues at the Transit Center.
13. Review and evaluate StaRT's existing fare structure as well as the City of Turlock's fare structure and recommend a modified fare structure for current StaRT service as well as a modified fare structure for the County and the City if their transit services are consolidated. The proposed fare structure should be analyzed using Title VI guidelines to ensure the proposed fare structure meets the Federal Transit Administration Title VI Regulations.

EXHIBIT B
CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL



PROPOSAL COVER PAGE

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION

Name of Proposing Agency: Pacific Municipal Consultants

Primary Contact for Proposing Agency: Philip O. Carter

Project Name: Comp. Operational Anal. RFP #: 12-64-CB RFP Closing Date: 1-24-2013

Business Address: 2729 Prospect Park Drive, Suite 220

City: Rancho Cordova

Zip Code: 95670

State: CA

Phone: (916) 361-8384

Fax #: (916) 361-1574

Taxpayer ID #: 68-0348252

Business License #: N/A

E-mail: pcarter@pmcworld.com

Phone: (916) 361-8384, ext 10202

Date Signed: January 22, 2013

Print Name: Philip O. Carter

Signature:

Initials:

PC

Title: President

FOR COUNTY USE ONLY

Proposal Number:

Date:

Received by:

Title:

9. TECHNICAL PROPOSAL/ SCOPE OF WORK

The PMC team proposes a comprehensive work scope to fully realize the objectives of the StaRT Comprehensive Analysis (COA). We have structured the study requirements outlined in the RFP into a series of tasks that we feel will effectively meet the County's needs.

The PMC team is a meticulously assembled and experienced team with specialized expertise, allowing us to effectively and efficiently cover the wide range of COA elements within a time frame that will permit the production of a final study and recommendation report within six months of the project start-up. The PMC team is made up of the core consulting team that conducted the Stanislaus County Transit Needs Assessment, completed in 2009. Individual team members proposed are all senior level with the ability to work independently and in parallel, focusing specifically on their particular task assignments. Core consulting team members are located in the Central Valley and Bay Area to allow for meeting schedule flexibility and a quick response to StaRT's project needs.

StaRT would be apprised of near-term, cost-neutral service enhancements not requiring policy approval throughout the COA time frame. A late 2013 submission of a final recommendation report would facilitate the phased implementation of service changes requiring policy and funding approval beginning with the Stanislaus County FY 2014-15 budget approval process.

Throughout our scope of work, reference is made to a proposed technical advisory committee (TAC) to review task-specific findings and recommendations. The formation of a TAC is at the discretion of the StaRT transit manager. It could be comprised of StaRT staff, as well as additional Stanislaus County personnel, Stanislaus Council of Governments (StanCOG), the service contractor, and key market stakeholder representatives. A TAC can provide a broader base of feedback suggestions on the accuracy of the findings and feasibility of the recommendations.

TASK 1: KICKOFF MEETING

We are proposing a project kickoff meeting immediately after the notice to proceed. Ideally, the kickoff meeting will coincide with the initial Tasks 1 and 2 field visits. The objectives of the kickoff meeting are to:

- 1) Review project goals and objectives.
- 2) Discuss proposed work plan and methodology.
- 3) Discuss schedule and deliverables.
- 4) Review project information, data, and literature requirements. (A preliminary list of information requirements would be forwarded prior to the kickoff meeting.)
- 5) Introduce members of the project team to the StaRT COA team (including members of a TAC, if formed), and establish contact protocols.
- 6) Identify key issues that either need to be addressed or could impact project outcomes.
- 7) Establish a preliminary list of critical stakeholders.
- 8) Review of stakeholder survey requirements and draft questions.

Task 1 Deliverables:

- Kickoff Meeting Agenda
- Data Requirements List
- Kickoff Meeting Summary Notes

Key background documents for the project include: current short-range transit plans (SRTP), general plans and updates, the most recent StaRT triennial audit report, current Social Services Transportation Inventory and Action Plan information, economic development plans, population forecasts, proposed transit facility plans, recent unmet needs hearing summaries, school district enrollment projections, and student transportation plans. From StaRT, we will request service brochures, capital and operating budgets, service operating agreements, labor agreements (if applicable), policy and procedures manuals, the current fleet inventory and retirement schedule, an organization chart, annual and monthly ridership and performance reports, complaint and commendation summaries, recent press coverage, bus stop lists, and operator paddles. The PMC team will review what is currently available to them online, and submit a list of additional data and document requirements prior to the kickoff meeting. We feel that all background information is either available or can be easily obtained through telephone calls or e-mail requests to service providers or through stakeholder interviews.

TASK 2: EXISTING CONDITIONS

Task 2 outcomes will include a detailed inventory of existing StaRT services and other public transportation services available in Stanislaus County, a demographic profile and land use patterns, population projections, and planned development. Data collected in Task 2 will provide the basis for the Task 4 Service Evaluation, Task 6 Financial, Funding and Capital Plan, and Task 7 Development of a Draft StaRT Service Plan.

Task 2 Deliverables:

- Draft Task 2 Technical Memorandum
- Presentation to StaRT Project Team and TAC
- Revised Task 2 Technical Memorandum
Based on StaRT Project Team and TAC

- The inventory of existing StaRT services will provide a baseline overview of the StaRT program, including but not limited to:
 - **Administration and operational organization structure**—In-house staff resources, responsibilities and reporting structure, and contract staff resources. The organizational structure will include a general overview of the roles and responsibilities of County staff and the service contractor.
 - **Equipment, facility and intelligent transportation systems (ITS) technology inventory**—Fleet inventory will include service vehicles by make, model, age, mileage, year purchased, size, capacity, provider (County or contractor), and planned retirement year. Non-service vehicles (including purpose) will be included. The inventory will include key facilities and a description of ITS technologies currently in use.
 - **Service coverage and service hours span**—Fixed route, Runabout, shuttle routing and dial-a-ride service areas, as well as service hour coverage for all StaRT services.
 - **Performance**—Five-year overview of service changes, as well as annual ridership, operating costs, farebox recovery, hours and miles operated, productivity, average fares per passenger, fares collected by fare type, operating costs per hour, mile and passenger carried, and subsidy costs per passenger carried. Five-year profiles will be prepared for all StaRT services and, in the case of fixed-route and shuttle services, by individual route. If available data permits, a profile of individual route or service productivity by hour of the day and day of the week will be prepared for all StaRT services.
 - **Ridecheck Profile**—A 100 percent weekday and Saturday ridecheck (all scheduled bus trips) by route for fixed-route, Runabout and, shuttle services will be conducted. All passengers boarding or getting off a bus will be recorded by individual bus stop and bus trip. Ridecheck data is critical to the identification of: potential schedule adherence problems; effectiveness of system connectivity (between StaRT routes and with other transit systems); productive and unproductive bus trips by time of day; the relative importance of bus stops; and key trip origins and destinations. The PMC team has enlisted The Hire Source in Modesto to recruit and screen local surveyors. PMC team members will train and supervise the survey crew in the field.

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- **Policy Framework**—A descriptive overview of approved performance standards and design standards and how these support approved policies, objectives, and goals.
 - **Planned Service Change and Enhancements**—Service changes identified in the current SRTP and triennial audits, as well as those desired by StaRT management and staff.
 - **StaRT Marketing Strategies and Tools**—A descriptive overview of StaRT marketing tools and strategies, as well as a staff perception of how effective the various elements of the marketing strategy are. The PMC team will also assess whether the StaRT marketing strategy effectively targets the priority transit markets in Stanislaus County.
 - **Demand Forecasts**—Ten-year annual projections will be developed for each StaRT service based on expected transit mode shares and population projections.
- The **inventory of public services, social service agency transportation, and private providers** will include an overview of the general operating parameters of the other public transit services in Stanislaus County, as well as social service agency transportation services, regional providers operating through Stanislaus County, and private charter and taxi services.
 - The **demographic profile** will include a breakdown of Stanislaus County's population by age (highlighting the proportions of the population 18 years and younger, and 65 years and older), automobile ownership (highlighting the proportion of single-vehicle households and households that do not own a vehicle), household income (highlighting the proportion living below the poverty line), minority populations, and disability propensity. From the review of US Census, regional planning information and stakeholder feedback, we will map concentrations of potential transit-dependent and transportation-disadvantaged populations.
 - **Population projections** will be developed for each year the SRTP is in effect as well as 10-year projections based on US Census and StanCOG population forecast data.
 - **Population density** and, if feasible, employment density maps will be prepared at census tract or traffic analysis zone level to indicate possible anchors for StaRT transit services. Maps will include overlays of key potential trip origins and destinations and StaRT routes and service area overlays.
 - **Residential concentrations** will be identified and mapped in conjunction with the density maps. Information will be gathered through stakeholder interviews and the review of local and regional planning documentation.
 - **Key trip origins and destinations (trip generators)** within the StaRT service area will be identified through a variety of sources, including the review of background documents and from Task 3 outreach findings, the review of County planning documentation, and Task 2 ridecheck findings. Trip generators are locations that attract transit riders in typically larger numbers. The focus will be on those generators most relevant to the priority transit markets. They include employment locations, medical facilities, retail locations, government/social service locations, universities and educational facilities, parks and recreation locations. Trip generators will be mapped.

Task 2 findings will be organized graphically or in table form to provide a clear illustration of markets and service opportunities.

TASK 3: PUBLIC OUTREACH

A meaningful transit plan and the delivery of relevant transit services are dependent on a clear understanding: of public perceptions; mobility needs and those needs that public transit can efficiently and effectively serve; and the markets that are most likely to use public transit. Public outreach can provide the proper focus and eliminate the wasting of public funds used to chase markets that transit will not attract or properly serve.

The PMC team will work closely with StaRT's transit manager to finalize a public involvement plan relevant to this COA effort and ongoing transit outreach. For purposes of this proposal, we will suggest strategies that have effectively worked for our team members in the past. The information gathered from each strategy provides snapshots of transit perceptions, mobility needs, and markets. By incorporating a range of outreach strategies, we are able to gain a broader perspective. Strategies we suggest include:

- Web-based community survey
- Passenger surveys (conducted in conjunction with Task 2 ridechecks)
- Website SRTP progress updates and event notification
- Press releases and e-mail blasts
- Stakeholder interviews
- Public meeting

WEB-BASED COMMUNITY SURVEY

A web-based survey is an effective way of gathering input from both the general, non-transit riding public, and current or potential ridership. This strategy has been effectively used by PMC team members in recent transit projects in Marin, Napa and Humboldt Counties.

The web-based survey is proposed for placement on StaRT's web page, and possibly StanCOG's web page. The survey will be designed to acquire the most accurate and statistically valid response from the community regarding mobility needs and existing transit services. Collecting demographic information from survey participants may be helpful in understanding responses and mobility needs. The web-based survey will collect information from both transit riders and non-transit users. PMC will develop a survey instrument that will be approved by StaRT's transit manager and the TAC prior to conducting the survey.

Task 3 Deliverables:

- Draft and Final Questionnaires
- COA Website Design
- Public Meeting Materials
- Draft Task 3 Technical Memorandum summarizing process, participation, and findings (identification of priority markets for StaRT)
- Presentation to StaRT Project Team and TAC
- Revised Task 2 Technical Memorandum Based on StaRT Project Team and TAC

PMC will manage this survey effort. PMC has extensive experience in creating user-friendly, balanced, and valid online surveys. PMC follows standard methodology to get the greatest and most diverse response rates through the web medium. PMC chooses its web survey software from this experience and it contains all of the essential features, including:

- Simple user interface
- Easy-to-use question skip logic, allowing participants to answer questions in their preferred order
- Over 15 question types that are configured and ready to go, such as:
 - Multiple choice
 - Matrix of choices
 - Rating scale
 - Text boxes

PMC web survey software can collect an unlimited number of responses and provides for response analysis to meet specific needs, including: cross tabulation, customized reports, real-time access to responses, and filtered responses by topic or characteristic, among others. The online community survey interface will have the ability to add the StaRT logo and update a specific color scheme. The web-based survey will be promoted via the StaRT website, e-mail blasts, posters on board StaRT buses, and through stakeholder interviews. Hard copies will also be available at the proposed public meeting for those without internet access. The survey will be closed and tabulated prior to the development of strategies and the solutions matrix. Results may be posted online to support proposed strategies and solutions and demonstrate that community input has shaped the development of the COA recommendations. The web-based survey will be available in both English and Spanish.

PASSENGER SURVEY

StaRT conducted a passenger survey in December 2011. The PMC team will update this survey with an onboard passenger survey using the December 2011 English and Spanish questionnaires. Ridecheck surveyors will distribute and collect the questionnaires in conjunction with the Task 2 ridechecks on the fixed-route, Runabout, and shuttle services. PMC will request that the drivers distribute and collect the questionnaires on the dial-a-ride services.

Findings from this survey will be relevant to the current COA effort. PMC will analyze the summarized data from this survey. From the survey, we should be able to get travel behavior (trip-making frequency, transfer activity, and origins and destinations) and a demographic profile (age, gender, and access to a private vehicle) of bus riders, as well as poll perceptions of existing transit users on levels of satisfaction and suggestions for service improvement. *In any planning effort, it is critical to understand how we can keep current riders and how we can better serve them.*

WEBSITE FOR COA PROGRESS UPDATES AND EVENT NOTIFICATION

We propose a project web page as a key source for communications on the project. The web page will serve as a cost-effective way to reach our diverse stakeholders, whether local residents, social service providers, and business owners. The web page will be housed on the StaRT website, and may be linked to associated sites such as the StanCOG site. The project page will include a brief description of the study and process, and will provide materials, schedule, upcoming activities, announcements, the survey, and opportunities for public involvement. Utilizing the project web page as a key resource will provide convenient accessibility to the public and enhance the opportunity for broad participation.

PRESS RELEASES AND E-MAIL BLASTS

At key milestones and areas where we want to engage the public, PMC proposes the preparation of news releases for electronic circulation to local media or various stakeholder e-newsletters. E-blasts will be used to distribute information about the COA process, notify of the public meeting, and ask for valuable input. By focusing our communications toward established media, we will get a higher return on investment than using more traditional methods such as direct mailings.

STAKEHOLDER INTERVIEWS

In-person stakeholder interviews allow for candid input from targeted individuals or representatives. Yielding more comprehensive input, these interviews help understand unmet needs; understand when and where people need to travel; identify priority markets; locate key origins and destinations; identify grassroots travel initiatives; and identify opportunities for service coordination. Stakeholders are hand-picked and may include representatives from a variety of target audiences including existing riders, senior population, ADA communities, business owners, residents, school district representatives, the Parent-Teacher Association, healthcare industry, elected officials, and others. The PMC team anticipates implementing up to 18 interviews during the initial data-gathering stage of the study. Wherever possible, we will organize stakeholders into small groups to increase the number of stakeholders with whom we can meet. For example, small group meetings could be organized at the various local senior centers in the outlying communities served by StaRT. A Spanish-speaking consultant will participate in the stakeholder interviews.

PUBLIC MEETING

PMC proposes one public meeting prior to the development of the recommended service plan. We feel that our other proposed strategies (including the COA website, the online survey, stakeholder interviews, press releases and e-mail blasts) will broadcast information about study objectives and ongoing findings, as well as provide avenues for general community and bus rider input. The proposed public meeting will be in more of a workshop format where we will present what we learned through our initial outreach and analysis, as well as some initial draft service concepts for feedback and suggestion. The public will have an opportunity to show us (on display maps) where they travel and where they would like to travel.

Comment cards will be available to record concerns and suggestions. Hard copies of the web survey will be available for those who either do not have internet access or who we may have missed. The consulting team will be responsible for all meeting logistics. Special attention will be paid to host events in transit-serviced and ADA-accessible locations. A Spanish-speaking consultant will participate in the public meeting.

PMC realizes that the public involvement strategy will be finalized with the StaRT transit manager and members of the proposed Technical Advisory Committee. This will include all elements of the COA outreach process including questionnaires, public information materials, and stakeholders to be interviewed for review and approval by StaRT transit manager and members of the TAC. PMC remains flexible in adjusting the Task 3 scope and the level of effort in other COA tasks to accommodate StaRT's vision for public involvement.

TASK 4: SERVICE EVALUATION

StaRT services will be evaluated on how well they perform and how well they meet current and anticipated future needs. Task 4 will also include an assessment of the current service agreement and the current set of service performance and design standards. The findings from Tasks 2 and 3, as well as the findings from ongoing discussions with the StaRT transit manager and staff, members of the TAC, and interviews with operations staff (bus operators, dispatchers, and supervisory staff), will provide a basis for the Task 4 assessment. The PMC team will supplement this information with on-board and site observations. Our approach is designed to gain a great deal of insight on what is working well, service quality issues, markets not served, emergent markets, transit-friendly corridors, key destinations, and changing travel patterns.

Task 4 Deliverables:

- Draft Task 4 Technical Memorandum Summarizing Evaluation Findings and Related Service Implications
- Presentation to StaRT Project Team and TAC
- Revised Task 2 Technical Memorandum based on StaRT Project Team and TAC

The Task 4 assessment will include but not be limited to:

- **Background Documentation Review:** The PMC team will review background data and reports critical to the understanding of service performance, administrative oversight, contract adherence, and the wide range of current and future mobility needs.
- **Field Visit and Procedural Review:** The PMC team will spend time riding buses and in the field with road supervisors to gain a first-hand insight on routing, passenger usage, scheduling, operational challenges, and possible improvements. We will talk to operators and passengers. We have also found an afternoon or two spent with a road supervisor to be invaluable in terms of understanding what works well, what needs to be fixed, and potential ways of fixing operational problems. We will document dial-a-ride and Runabout trip booking, scheduling, and dispatch procedures while visiting the dispatch center.

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- **Evaluation of Service Efficiency:** Our evaluation of performance will evaluate ridership, costs (per revenue hour, revenue mile, and passenger carried), revenues (farebox recovery ratios and average fares collected per passenger), and productivity trends. We will evaluate what recommendations from the last SRTP were implemented and what impact these changes have made on performance. We will also be interested to see which SRTP recommendations were not implemented and the reason(s) they were not implemented. Our assessment will rely heavily on the review of background documentation and findings, available on/off data, and field observations. We will get a good handle on route segments and service hours with good or poor productivity and be able to identify any service redundancies or overlaps within the StaRT service mix, and between StaRT services and other services such as MAX, BLAST, or Ceres transit services.
- **Evaluation of Service Quality:** The scope of our service quality evaluation will include the assessment of on-time performance, connectivity, complaints, commendations, accident rates, and vehicle breakdown rates, as well as the effectiveness of StaRT services to meet current and future mobility needs. For Runabout and the various dial-a-ride services, the criteria will be expanded to include trip denial rates, on-board travel times, cancellations, and no-shows.
- **Assessment of Current Performance and Design Guidelines:** A practical set of approved transit performance and design guidelines is necessary for the administration and operation of public transit, the planning of new transit services, and the strategic integration of transit with land use planning and design. Transit design guidelines provide the toolkit for the development of transit-friendly or transit-oriented development. They enhance the effectiveness of transit in congestion management and the development of livable communities. This subtask will begin with a review of existing service performance and design guidelines to determine their appropriateness to the current service mix and any anticipated new services. Amendments to existing guidelines or additional guidelines may be recommended in Task 7. This particular COA offers a great opportunity to tie transit design guidelines with roadway design and the general plan process. The relationship of transit and land use planning could be more formally established through the adoption of appropriate transit design guidelines.

TASK 5: ASSESSMENT OF START AND BLAST INTEGRATION

ROTA was recently integrated with StaRT to adjust service overlaps, to blend ROTA farebox recovery ratios with StaRT's higher farebox revenues, and to gain economies of scale in the administration of the local Riverbank/Oakdale dial-a-ride services. Task 5 will provide a high-level assessment of potential benefits through an integration of Turlock's BLAST services with StaRT. Potential benefits could include:

- Economies of scale savings in administrative overheads.
- Reduced annual operating costs through the reduction of potential service coverage overlaps between StaRT's Routes 10, 15, 45 and 70, the Turlock/Modesto Shuttle, and BLAST's local fixed route and dial-a-ride services.
- Reductions in the number of transfers for Turlock commuters.
- Improvements in local Turlock farebox recovery ratios.

The Task 5 assessment will rely on available BLAST cost, ridership, and operating data. The PMC team will conduct one interview with City of Turlock management and transit administration staff and one interview with the BLAST service contractor's manager.

In Task 5, potential benefits will be identified and assessed for review by StaRT and City of Turlock management, and include a general concept plan describing potential route integration/restructuring within Turlock. Task 5 will not include a detailed implementation plan. Service and general cost implications to both StaRT and BLAST will be identified. *Care must be taken in the assessment to ensure that the potential integration of services does not adversely impact StaRT's farebox recovery ratio.*

If a ridecheck of BLAST services is determined to be required, PMC will prepare a separate scope and budget in conjunction with the proposed Task 2 ridecheck of StaRT services. This optional ridecheck budget and scope would be prepared and submitted separately during final contract and scope negotiations.

Task 5 Deliverables:

- Draft Task 5 Technical Memorandum Summarizing Potential Costs and Benefits, and a High Level Concept Plan for Possible Route Integration/Restructuring in Turlock
- Presentation to StaRT Project Team (and Turlock City Management)
- Revised Task 5 Technical Memorandum Based on Presentation Feedback

TASK 6: FINANCIAL, FUNDING, AND CAPITAL INVESTMENT PLAN

The Task 6 financial, funding, and capital investment plan will begin with an assessment of StaRT's funding capacity and trends based on historic and projected revenues contained in key financial documents including annual budgets, fiscal and compliance audits, state controller reports and Federal National Transit Database reports. Funding capacity sets annual budget ceilings for the operation of services and capital purchases, and leads to the recommended service plan developed in Task 8. We will be cognizant of the ever-evolving funding formulas and grant programs provided through the Federal Transit

Administration with the passage of the Moving Ahead for Progress in the 21st Century (MAP-21) transportation legislation. Annual service increases, enhancements, or reductions are directly dependent on funding capacity relative to changes in operating and capital unit costs.

Task 6 Deliverables:

- Detailed Funding, Financial, and Capital Investment Tables in an Excel Format
- Presentation to StaRT Project Team and TAC in Conjunction with Task 7 Draft Service Plan Alternatives

- **Funding Matrix and Plan:** Given today's transit budget constraints, the visioning and funding must go beyond the traditional means of financing a transit operation. As with other municipal type infrastructure, there is a growing reliance on locally generated revenues to support current and expanded operations and capital facilities. In addition to traditional federal, state, and local funding sources such as FTA Section 5311, Proposition 1B, State Transit Assistance Fund, Local Transportation Fund, and passenger fares, the PMC team will create a funding matrix that identifies existing and potential funding sources that may be able to bridge any funding gap for future transit services and capital facilities and vehicles. Criteria such as annual funding amounts, eligibility and matching requirements, and degree of competitiveness will be used to assess the funding sources. Additional creative funding programs such as those being implemented by the County, including the CMAQ-funded Transit Fare Subsidy Program and County employee regional rideshare program, will also be explored for their feasibility. Ten-year funding projections for those revenue sources that will be included in the financial plan will be prepared. *Fare policy changes will be addressed in the final development of a financial plan if additional revenues are required to avoid cuts of priority transit services or to offset costs for priority service enhancements.*
- **Financial Plan:** PMC team members will work closely with StaRT staff to develop a ten-year operating and capital cost strategy for the delivery of the proposed services. The proposed financial plan and strategy will reflect realistic funding capacity and funding level projections. Flexible revenue, such as TDA, can be used for both operations and capital, and will need to be carefully balanced between providing transit service and making timely capital investments.

The operations budget will be developed in conjunction with the capital investment plan. It will use available transit financial data to develop a baseline for the financial plan, including regular financial reports submitted to StanCOG by Stanislaus County and StanCOG financial projections. The sustainable operations budget will be prepared to comply with StanCOG guidelines. This portrayal

takes into consideration expense forecasts, regional and local revenue projections, fare policies, labor or service agreements, competitive demands on funding, and regional priorities and policies.

The financial plan will reflect a baseline level of service, taking into consideration the existing level of service at the time the COA is completed. Committed service changes will be defined, with their expenses and revenue separately identified in the operating and capital financial plan tables. This will enable a cost evaluation of implementing the operating and capital plans, and compare the total with anticipated revenues available during the study period. Recommended service changes will be based on a prioritization of services and service enhancements that are affordable under the defined funding ceiling.

The costing of the service alternatives will be primarily developed using the FTA-recommended three-variable cost allocation model for developing operations costs for transit services. We have used the model for costing of transit services in Stanislaus County. The model will incorporate both fixed and variable costs that are tied to the proposed service alternatives, and include such cost factors as fuel, maintenance, labor, services and peak vehicle needs. In addition, the model incorporates operating parameters including revenue hours and revenue miles to determine the allocated cost to each type of service. The costs would be summarized by total annual amount, and through performance measures such as cost per hour and cost per mile.

The financial analysis of the proposed base service network and additional services will be documented through use of an Excel-based cash flow analysis. The cash flow model enables the matching of revenues and costs by a time interval, such as annually or in five-year increments, as well as summarized over a certain time horizon. It is recommended that a separate cash flow model be developed for capital and for operations and maintenance, as many of the funding sources are constrained as to their use.

The advantage of using cash flow is that it allows "what if" analysis to be undertaken, in which a critical variable (e.g., fare revenues) is altered and the financial impacts are made known. Another advantage is that cash flow determines where potential funding gaps might occur with either the operations and/or capital projections. The identification of potential funding gaps will enable us to work to address alternatives to bridging the gap. Ultimately, the financial plan is intended to be a mechanism to convey information in expressing how the service alternatives can become a reality.

The operations budget and financial plan will be summarized in a series of Excel spreadsheets and summary text and presented to the StaRT transit manager and the TAC in conjunction with the capital improvement plan, prior to the preparation of the Draft COA Report. Although the current project is a COA, the operations budget and financial plan will fully meet StanCOG's requirements for an SRTP.

- **Capital Investment Plan:** The Capital Program will document the capital programs necessary for the proposed service operations. Fleet requirements by vehicle type, fuel type, and capacity will be inventoried and costed for each of the StaRT service types. Tasks 7 and 8 will include an inventory of current ITS technologies used by StaRT. The PMC team will develop and document a practical technology plan to further enhance transit operations and customer service quality. The emphasis will

be on the communication of service information to the public and the monitoring of service performance.

The proposed capital investment plan will be documented in an itemized table reflecting costs and proposed implementation timing. The capital plan will be presented to the StaRT transit manager and the TAC in conjunction with the financial plan. The capital plan will also fully meet StanCOG requirements for an SRTP.

TASK 7: DEVELOPMENT OF DRAFT SERVICE PLAN

From the Task 2 and 3 findings, the PMC team will have a good idea of current and future travel needs, transit markets, and levels of demand, and how well existing service levels and structure meet these needs. Doug Langille, Steve Wilks, and Derek Wong will work as the core planning team to develop a series of potential service changes and/or enhancements. We would like to suggest strategic involvement from StaRT staff on the core planning team. We believe this will facilitate StaRT input into the development of operationally and fiscally feasible service alternatives.

The PMC core planning team will initially develop a long list of potential strategies. This initial long-list cut of possible service strategies will be presented in a comparative matrix providing sufficient operational, administrative, and cost information to allow StaRT staff and TAC members to make informed decisions on which ones should be transferred to the short list for more detailed development and evaluation, prior to the development of COA recommendations in Task 8. Evaluation criteria will be reviewed with and approved by the StaRT transit manager. Evaluation criteria could include but not be limited to:

- Accordance with Stanislaus County's vision for public transit (support for other County social justice, quality of life, environmental, and economic development goals).
- Effectiveness in meeting current and future needs.
- Effectiveness in addressing unsatisfied needs.
- How well the strategy complements other services (duplication must be avoided).
- Operating and capital costs.
- Fundability—within current and anticipated funding capacity.
- Impact on farebox recovery.
- Operational feasibility.
- Administrative feasibility.
- Public acceptance.

Task 7 Deliverables:

- Comparative Analysis Matrix of Potential Strategies
- Draft Policy Plan
- Draft ITS Plan
- Presentation to StaRT Project Team and TAC in Conjunction with Task 6 Draft Funding, Financial, and Capital Investment Plan

- Political acceptance.
- Risk avoidance.
- Regulatory compliance.

Potential strategies could include but not be limited to:

- Simple service policy and operating procedural changes such as dial-a-ride trip allocation procedures to improve productivity and service quality.
- Fixed route, Runabout, and shuttle schedule adjustments to improve on-time performance and connectivity.
- Route restructuring to provide more direct service between key trip generators and attractors.
- Reduction of service overlaps and potential reassignment of service hours to other service priorities.
- Expansion of deviated fixed-route service or the reintroduction of rural general public dial-a-ride services when densities cannot support fixed or deviated fixed-route services.
- Service expansion to fill gaps or serve developments not currently served. (Timelines will be given based on buildout of new developments.)
- Amendments to service contract documents.
- Amendments to service performance and design standards.
- Additional StaRT administrative staff resources or reassignment of the responsibilities of existing staff to enhance service monitoring and evaluation and contract oversight.
- Van or carpool initiatives for dispersed travel needs that regular transit cannot efficiently or effectively serve.
- Increased county-wide coordination through Stanislaus County's new mobility manager office to complement StaRT services.
- Increased service coordination with MAX, CAT, and BLAST transit services.
- Subscription bus services.
- Changes to fare structure.
- Employer subsidized or provided transportation services.
- Intelligent transportation technologies to improve service monitoring, operating efficiencies, and contract oversight.
- Marketing strategies targeted specifically to StaRT's priority markets and changes to customer service procedures.

DEVELOPMENT OF A POLICY FRAMEWORK

In the development of a draft service plan, the PMC team will work closely with the StaRT transit manager to update (if necessary) or develop a useful set of goals, objectives, and standards. Accurate goal statements and a workable set of objectives and service standards are critical elements of transit

management. They form the foundation for the development and design of service strategies and the subsequent delivery of transit service.

- A **goal** is a generalized statement of what is to be achieved. StaRT service goals should reflect what the County and community want transit to accomplish. Transit service goals should reflect the community's vision for transit and be an elaboration, or extension, of an approved Mission Statement. **Transit is a means to an end.** That end is getting people where they need or want to go. Transit should also support other community goals. Community goals can relate to equity issues, the environment, and economic and land use development plans.
- An **objective** is a more clearly defined target, or direction to achieve a goal.
- **Policies** define an organization's approved course of action to achieve specific objectives. Objectives and policy statements should be achievable and designed to support the approved goals for transit.
- **Service standards** provide benchmarks for the effective planning, evaluation, and operation of transit services. Service performance standards can be organized into efficiency standards (productivity, cost/passenger, farebox recovery, and subsidy/passenger) and into service quality and reliability standards (on-time performance, complaint ratios, bus accident, and/or bus breakdown ratios) that set the expectations for service operations and planning. Service design standards (bus stop design, location and spacing, vehicle capacity and accessibility features, route density, headways, and minimum populations thresholds to support new or expanded service) provide the foundation for how, when, and where services can and should be provided.

The PMC team is committed to providing the StaRT transit manager with a solid toolbox of goals, objectives, policies, and service standards to effectively manage, operate, and plan StaRT service. The recommended goals, objectives, and service standards will be based on the COA findings and good transit management practices.

DEVELOPMENT OF A TECHNOLOGY PLAN

In recent years there have been significant advances in ITS applications for transit and paratransit, including community-based transit services. ITS can provide a positive benefit-cost ratio through improved productivity, data management and reporting, reduction in staff workload, and specific to dial-a-ride/paratransit operations: reduced no-shows; better managed bookings and cancellations; and best path route optimization.

In consideration of the range and scale of transit services operated within the County, a continuum of ITS applications will be assessed. Recognizing the range of service delivery types, a menu of technology applications will be presented and subsequently assessed relative to type of service and operating characteristics. Such technologies will include but not be restricted to: Automatic Vehicle Location/Global Positioning System, Automatic Passenger Counting, vehicle maintenance monitoring

ATTACHMENT 2 Stanislaus County COA Study Schedule

		2013																																
Task	Week Starting	4 Mar	11 Mar	18 Mar	25 Mar	1 Apr	8 Apr	15 Apr	22 Apr	29 Apr	6 May	13 May	20 May	27 May	3 Jun	10 Jun	17 Jun	24 Jun	1 Jul	8 Jul	15 Jul	22 Jul	29 Jul	5 Aug	12 Aug	19 Aug	26 Aug	2 Sep	9 Sep	16 Sep	23 Sep	30 Sep		
Task 1	Kickoff Meeting		•																															
Task 2	Existing Conditions		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 3	Public Outreach			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 4	Service Evaluation					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 5	Assessment of Start and BLAST Integration																																	
Task 6	Funding, Financial, and Capital Investment Plan					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 7	Development of Draft Service Plan																																	
Task 8	COA Recommendations																																	
Task 9	Draft and Final Documentation																																	
	Documents																																	

Documents •
 COA Project Team Meetings •
 Public Meeting PM
 Board Presentation B

systems, onboard annunciation, web-based real time applications, wireless technology applications, scheduling/dispatch/route optimization, etc.

A fundamental premise of our approach is to take a holistic look at needs, possible technology solutions to meet those needs, and coordination of any recommended improvements. The preparation of a technology plan will include:

- Summarizing key needs and requirements by business group including IT, planning, customer service, dispatch, fleet maintenance, and inventory management.
- Establishing key performance indicators used to assess potential improvements including ability to improve data, ability to improve transit performance, ability to improve customer information, and ability to improve fleet management.
- Identifying potential ITS improvement options, and assessing them against the needs and key performance indicators.
- Assessing dependencies between initiatives, and identifying priority items that not only met the identified needs, but also establishing a baseline technology infrastructure that other initiatives could build from.
- Conducting a “reality check” of recommended improvements against products currently available in the market.
- Recommending and costing various options for moving forward, and recommending a final plan that includes a financial assessment and profile.

TASK 8: COA RECOMMENDATIONS

Based on StaRT and TAC input, as well as public meeting feedback, the PMC core planning team will develop the list of recommended service strategies for further development and evaluation in Task 8. The recommendation plan will include a short list of prioritized strategies that are affordable within funding ceilings identified in Task 6. All strategies will be organized in a critical path implementation timeline, according to near-term recommendations and longer-term recommendations. COA recommendations will be presented with a revised funding, financial, and capital investment plan.

Task 8 Deliverables:

- Draft COA Recommendations Plan
- Presentation to StaRT Project Team and TAC for Review and Comment

ATTACHMENT 3 Stanislaus County COA Study Fee Schedule.

Task No	Task Description	Project Manager Financial Plan Derek Wong	Service Planner Rick Williams	GIS Support Jonathan Fazio	Graphics & Website Development Lou Lillegard	Clerical Support & Data Entry \$75	Doug Langille Deputy Project Manager & Lead Service Planner \$100	Alexandra Farios-Hoepfner Data Collection Supervisor & Service Planner \$90	Steve Wilks Senior Planner \$160	Ridecheck Surveyors \$19	Fee By Task
1	Kickoff Meeting	6					4				\$1,240
2	Existing Conditions	16	52	48	24	56	34	90	12	320	\$38,440
3	Public Outreach	10	44		40	8	12	24			\$13,132
4	Service Evaluation	18	24			6	38	18	20		\$14,014
5	Assessment of StaRT and BLAST Integration	15	12			4	30		6		\$7,500
6	Funding, Financial, and Capital Investment Plan	24	20				4		2		\$5,980
7	Development of Draft Service Plan	24	16		18	8	36		20		\$13,810
8	COA Recommendations	20			6		24		6		\$6,670
9	Draft and Final Documentation	30		8	18	24	18		4		\$10,770
Total Hours (By Task)		163	168	56	106	106	200	132	70	320	799
Labor Costs (By Task)		\$22,820	\$15,960	\$5,600	\$9,010	\$7,950	\$20,000	\$12,936	\$11,200	\$6,080	\$111,556

Total PMC Labor Costs \$61,340

ODCs

Reproduction \$800

Travel \$433

Outreach Expenses \$1,800

PMC Markup for Expenses @ 10% \$303

Total ODCs \$3,336

Total Sub Labor \$50,216

Sub Expenses (travel) \$1,243

PMC Markup on Sub @ 10% \$5,146

TOTAL SUB COSTS \$56,605

Total Fee* \$121,281

*Bonding & Insurance. No bonds required. PMC currently carries the limits of insurance required and will not need to purchase additional amounts.

In asking the RFP contact about this requirement, it was acknowledged that the pricing proposal instructions did not require a breakdown of segregated overhead costs. Therefore, it was unclear what was needed for this line item. If more information is needed to respond to this requirement, please contact PMC.

**EXHIBIT C
CONSULTANTS FEE SCHEDULE**

AW

ATTACHMENT 3 Stanislaus County COA Study fee Schedule.

Task No.	Task Description	Project Manager	Service Planner	GIS Support	Graphics & Website Development	Clerical Support & Data Entry	Doug Langille Deputy Project Manager & Lead Service Planner	Alexandra Farros-Foeppner Data Collection Supervisor & Service Planner	Steve Wilks Senior Planner	Ridecheck Surveyors	Fee By Task
		Financial Plan Deek Wong	Pick Williams	Jonathan Farrow	Lee Lili-gard						
Labor Rates		\$140	\$95	\$100	\$85	\$75	\$100	\$98	\$160	\$19	
1	Kickoff Meeting	6					4				\$1,240
2	Existing Conditions	16	52	48	24	56	34	90	12	320	\$38,440
3	Public Outreach	10	44		40	8	12	24			\$13,132
4	Service Evaluation	18	24			6	38	18	20		\$14,014
5	Assessment of StaRT and BLAST Integration	15	12			4	30		6		\$7,500
6	Funding, Financial, and Capital Investment Plan	24	20				4		2		\$5,980
7	Development of Draft Service Plan	24	16		18	8	36		20		\$13,810
8	COA Recommendations	20			6		24		6		\$6,670
9	Draft and Final Documentation	30		8	18	24	18		4		\$10,770
Total Hours (By Task)		163	168	56	106	106	200	132	70	320	799
Labor Costs (By Task)		\$22,820	\$15,960	\$5,600	\$9,010	\$7,950	\$20,000	\$12,936	\$11,200	\$6,080	\$111,556
Total PMC Labor Costs		\$61,340									
ODCs											
Reproduction		\$800									
Travel		\$433									
Outreach Expenses		\$1,800									
PMC Markup for Expenses @ 10%		\$303									
Total ODCs		\$3,336									
Total Sub Labor		\$50,216									
Sub Expenses (travel)		\$1,243									
PMC Markup on Sub @ 10%		\$5,146									
TOTAL SUB COSTS		\$56,605									
Total Fee*		\$121,281									

*Bonding & insurance. No bonds required. PMC currently carries the limits of insurance required and will not need to purchase additional amounts.

In asking the RFP contact about this requirement, it was acknowledged that the pricing proposal instructions did not require a breakdown of segregated overhead costs. Therefore, it was unclear what was needed for this line item. If more information is needed to respond to this requirement, please contact PMC.

**EXHIBIT D
PROJECT SCHEDULE**

AW



Task	Week Starting	2013																																	
		15-Apr	22-Apr	29-Apr	6-May	13-May	20-May	27-May	3-Jun	10-Jun	17-Jun	24-Jun	1-Jul	8-Jul	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov			
Task 1	Kick Off Meeting																																		
Task 2	Existing Conditions																																		
Task 3	Public Outreach																																		
Task 4	Service Evaluation																																		
Task 5	Assessment of Staff and BLAST Integration																																		
Task 6	Funding, Financial and Capital Investment Plan																																		
Task 7	Development of Draft Service Plan																																		
Task 8	COA Recommendations																																		
Task 9	Draft and Final Documentation																																		

- Documents
- COA Project Team Meetings
- Public Meeting
- Board Presentation



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