

REQUEST FOR PROPOSALS FOR
TRANSIT WORKFORCE MANAGEMENT/AUTOMATION
APPLICATIONS

Date Released: **December 31, 2022**

TEHAMA COUNTY TRANSIT AGENCY BOARD
1509 SCHWAB STREET
RED BLUFF, CA 96080

Responses are due prior to 4:00 P.M., **February 13, 2023.**

I. TABLE OF CONTENTS

I. TABLE OF CONTENTS..... I-2

II. INTRODUCTION & GENERAL INSTRUCTONS II-3

III. PROJECT BACKGROUND AND GOALS II-6

IV. PURPOSE OF THIS RFP III-9

V. PROPOSAL REQUIREMENTSIV-10

VI. FUNCTIONAL AND TECHNICAL REQUIREMENTS.....V-16

VII. APPENDIX A – SAMPLE AGREEMENT b-24

II. **INTRODUCTION & GENERAL INSTRUCTIONS**

The Tehama County Transit Agency Board (TCTAB) is issuing this Request for Proposals (RFP) for Transit Workforce Management/Automation (TWM-A) applications.

The TWM-A applications project will be funded with Local, State, and potentially Federal dollars requiring the successful Proposer to follow all pertinent local, State, and Federal laws and regulations.

The performance period of the contract shall initiate from the date approved by the TCTAB to June 30, 2024.

The Proposer's attention is directed to the Proposal Schedule, below, and the "Proposal Requirements" as included in Section V.

The proposals submitted in response to this RFP will be used as a basis for selecting the Vendor for this project. Each Proposer's proposal will be evaluated and ranked according to the following evaluation criteria:

- Ability to Meet Functional and Technical Requirements: 30 points
- Capabilities of Firm and Proposed Project Team: 20 points
- Statement of Work and Support/Maintenance Capabilities: 20 points
- Total Price (including one-time costs and 5 years of operation): 30 points

If interviews/demonstrations are conducted, the additional evaluation criteria will be added to those above:

- Content of interview and fit of product to TRAX's needs based on demonstration: 30 points

Addenda to this RFP, if issued, will be sent to all Proposers from whom the TCTAB staff has specifically received written questions regarding the RFP. Addenda will also be posted at <https://tehamartpa.org/request-for-proposals/> It shall be the Proposer's responsibility to check this website to obtain any addenda that may be issued.

Proposers shall submit five (5) hard copies, or one (1) electronic copy in PDF format on a USB of the proposal, or shall submit via emails with read receipt to jriskegomez@tehamartpa.org and afox@tehamartp.org. Submittals shall be mailed or submitted to the TCTAB prior to **4:00 P.M. on February 13, 2023**. Hardcopy proposals shall be submitted in a sealed package clearly marked “**RFP for TWM-A Applications**” and addressed as follows:

Jessica Riske-Gomez
Deputy Director - Transportation
1509 Schwab Street
Red Bluff, CA 96080
(530) 602-8282

If submitting through electronic mail the subject line should read: **RFP for TWM-A Applications.**

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Proposer.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Proposer.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Proposer will be considered nonresponsive and rejected.

All responses submitted toward this RFP will remain in the public domain.

Any questions related to this RFP shall be submitted in writing to the attention of TCTAB via email at jriskegomez@tehamartpa.org and jblunkall@tehamartpa.org before the time and date noted in the schedule, below.

No verbal question or inquiry about this RFP shall be accepted and any verbal answers provided by TCTAB shall be considered informal and non-binding. Only this RFP and any formal, published addenda are to serve as the TCTAB’s requirements for this project and as instructions to Proposers.

There will be a proposal conference that shall be held at the date and time listed in the schedule below. Proposer attendance is optional. This will be a remote dial-in conference (no in-person attendance will be allowed). The purpose of this conference is for the TCTAB to provide informal updates and informally answer questions from Proposers. (See prior note about informal/verbal information.) Proposers wishing to participate in the proposal conference must email Jessica Riske-Gomez at the email address listed above

by the date and time listed in the schedule below. Upon receipt of their request to attend, TCTAB will provide the Proposer with information to access the dial-in conference.

TCTAB may invite selected Proposers to an interview, to include a demonstration of their products/services, based on a determination of which proposals are considered to be in the best interest of TRAX. Those Proposers that are invited to an interview/demo will be contacted in advance to schedule a format and date/time.

The schedule for this RFP is as follows:

Event	Date	Time
RFP Release	December 31, 2022	n/a
Proposal Conference (attendance is optional)	January 23, 2023	2:00 PM
Questions / Requests for Clarifications Due	January 30, 2023	4:00 PM
Answers to Questions / Clarifications Posted to tehamartpa.org Website as Addenda, if needed	February 6, 2023	5:00 PM
Proposals Due	February 13, 2023	4:00 PM
Evaluation Period (approximate)	February 27, 2023	n/a
Intent To Award (approximate)	March 6, 2023	n/a
Contract Negotiations Complete, Start of Work (approximate)	March 28, 2022	n/a

This RFP does not commit the TCTAB to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. TCTAB reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified Proposer, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of TCTAB to do so. Furthermore, a contract award may not be made based solely on price.

Prospective Proposers are advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the TCTAB.

All products and documents used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

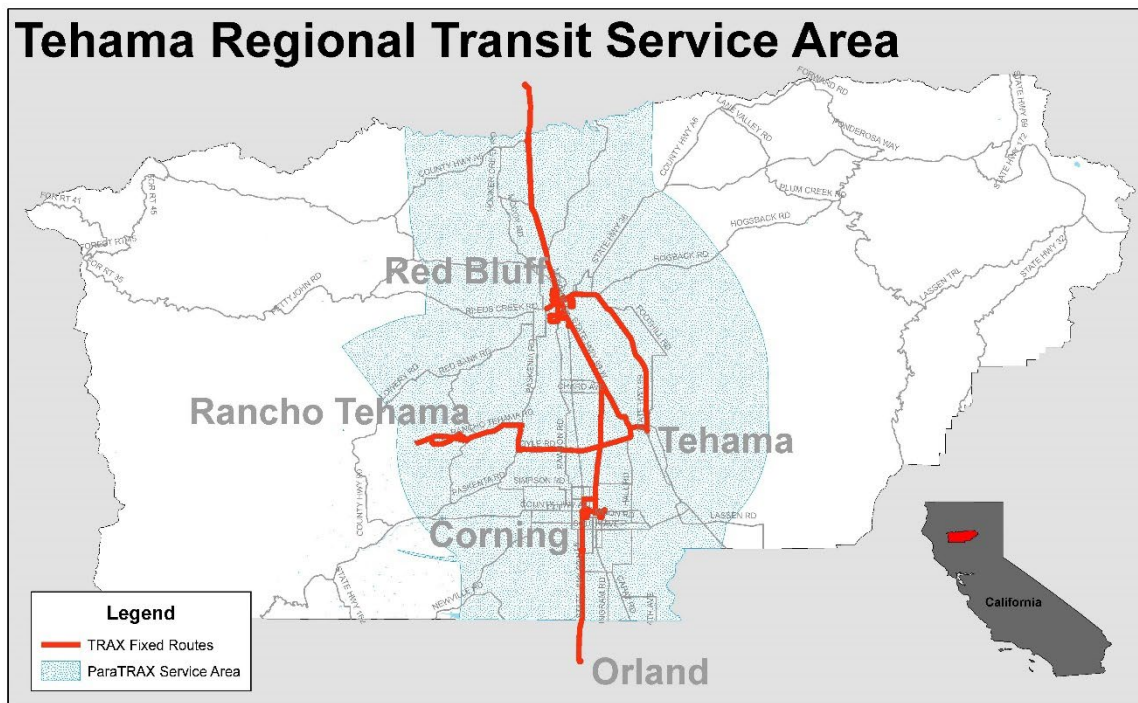
PROJECT BACKGROUND AND GOALS

a. BACKGROUND – ORGANIZATION & OPERATIONS

The Tehama Rural Area Express (TRAX) is a fixed route bus service of 20 vehicles that operate in and around Tehama County, California. TRAX’s routes connect Red Bluff, Corning, Los Molinos, Gerber, Tehama, and places in between. City routes are available in Red Bluff and Corning, and regional routes are available along the Highway 99E & 99W corridors which connect to city routes and Shasta College Tehama Campus.

TRAX also offers ParaTRAX curb-to-curb service in Tehama County for seniors (65+) and people with disabilities. The service is available 10 miles from the fixed TRAX bus route within Tehama County which includes Red Bluff, Corning, Tehama, and connections to Glenn and Shasta Counties.

The following map shows the boundary of Tehama County, the routes of TRAX (Routes 1, 2, 3, 5, and 6 as well as the RTR, Glenn/Tehama Connect and Shasta/Tehama Connect routes in red and the general area served by ParaTRAX in blue.



Providing assistance to TRAX are the Tehama County Transportation Commission and the Transit Agency Board. The mission and vision of both the Commission and Transit Agency Board are to maintain and improve mobility, provide access to goods and

services, and to promote a reliable, flexible, efficient, and safe transportation system throughout Tehama County.

The Commission is intended to be the lead planning and administrative agency for transportation projects and programs in Tehama County. The duty of the Commission is to establish rules and regulations to provide for administering transportation planning and allocating the local transportation fund and other funding sources in accordance with State and Federal codes and regulations.

Policy and funding for TRAX & ParaTRAX is determined by the Tehama County Transit Agency Board (TCTAB) which is an Advisory Board to the Board of Supervisors, and which was created pursuant to state law and designated in the enabling legislation as a transit development board. The Transit Agency Board's sole purpose is for the submission of claims, receipt of funds, separate annual reporting to the State Controller's Office, and provision of service as an operator under Chapter 4, Article 1, ("any non-profit corporation or other legal entity wholly owned or controlled by the transit development board which operates a public transportation system").

Furthermore, the Tehama County Public Works Department, under TCTAB direction, oversees the day-to-to operations of TRAX and ParaTRAX and, for the latter, administers the agreement with the contractor, Paratransit Services.

b. BACKGROUND – CURRENT TWM-A APPLICATION CAPABILITES

Neither TRAX nor ParaTRAX currently use what is referred to as a transit workforce management/automation (TWM-A) application. While TRAX's detailed requirements are expressed below, for the purpose of this RFP, a TWM-A application is a program that provides features to improve driver and rider satisfaction, efficiency, and safety. At the core of a TWM-A application is dispatch program that uses a radio/cellular link to exchange information between drivers and dispatchers. The information can be voice-based and/or message-based, the latter using short, pre-established messages that drivers or dispatchers can send with just a few button pushes.

A TWM-A application may also support voice calls.

c. BACKGROUND – PARATRANSIT SCHEDULING APPLICATION

TRAX uses a relatively simple application for the scheduling of its ParaTRAX dial-a-ride rideshare program. The application is Rides Unlimited, and it is used to:

- Collect information about requests for paratransit rides (information such as the name, phone number, and address of the rider as well as the location of their requested destination)

- Place those requests into a queue to be assigned to a paratransit vehicle/driver (i.e., marking the request as “in queue”)
- Manage the queue by assigning rides to a paratransit vehicle/driver (i.e., marking the request as “assigned”)
- Upon completion of the ride, further manage the queue by clearing the ride as “completed” (i.e., marking the ride as “done”, thereby removing it from the queue).

The Rides Unlimited program is used only by TRAX’s ParaTRAX scheduler/dispatcher – it does not have the capabilities to exchange information about rides between that dispatcher and drivers. Such exchanges of information are conducted via other methods including the two-way radio system used by TRAX and/or cellular phone calls. Also, the program does not provide any convenient/automated method of producing reports or statistics on rideshare use. Inquiries into past rides, either at the individual or group levels, must be completed by manually viewing/sorting all request records.

According to input from dispatchers at TRAX, the Rides Unlimited program is adequate for its purpose but there is concern about the overall stability, serviceability, and longevity of its platform.

d. BACKGROUND – VOICE RADIO/PHONE CAPABILITIES

Currently, TRAX purchases two-way voice radio service from a commercial provider of mobile/wireless communications. TRAX uses Verizon Wireless’ push-to-talk on cellular (PTToC) service on commercially available phones and for this service TRAX pays a monthly fee. TRAX’s dispatchers also use PTToC phones/service to communicate with drivers. TRAX’s use of Verizon’s service is limited to PTToC and cellular phone calls – it is not used for the exchange of data or other application services.

e. BACKGROUND – COORDINATION WITH CAL-ITP

Also, the Tehama County Transportation Commission has begun planning for improvements to its bus management systems by entering into a non-binding agreement with California Integrated Mobility Program (Cal-ITP) to leverage the Cal-ITP’s planning and resources and to begin updating TRAX’s planning information system to the real time General Transit Feed Specifications and to upgrade its fare system to allow for the acceptance of EMV contactless payments. By this agreement, Cal-ITP will provide technical assistance to support the implementation of both initiatives.

III. PURPOSE OF THIS RFP

TCTAB and TRAX have prepared and released this RFP for the purposes of:

- 1) Identifying the Proposer whose products and services best meet TRAX's requirements for a TWM-A application
- 2) Identifying the Proposer whose deployment plan, schedule, and team represent the lowest risk to TRAX's completion of this project
- 3) Identifying the Proposer whose support and maintenance capabilities will provide the greatest degree of uninterrupted operation of their products and services
- 4) Identifying the Proposer whose cost proposal, including one-time and on-going costs, represents the best value for TRAX

IV. PROPOSAL REQUIREMENTS

a. General Instructions

These requirements are provided for standardizing the preparation and submission of proposals by all Proposers. The intent of these requirements is to assist in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall be no longer than 35 pages (with the specific exceptions of those proposal areas that do not contribute to the page limit) and shall contain the following information in the order listed in the following sections.

b. Introductory Letter- limit of 1 page

The introductory (or transmittal) letter shall be addressed as follows:

**Deputy Director Riske-Gomez
1509 Schwab Street
Red Bluff, CA 96080
(530) 602-8282**

The letter shall be on Proposer's letterhead and include Proposer's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address Proposer's understanding of the services being requested and any other pertinent information Proposer believes should be included. All addendums published must be acknowledged in the transmittal letter.

The letter shall be wet signed in blue ink by the individual authorized to bind the Proposer to the proposal.

c. PROPOSER Information, Qualifications & Experience – limit of 5 pages

Proposers shall provide an overview of their firm's history, organization, and products/services as they relate to the scope of this RFP.

TCTAB will only consider submittals from Proposers that demonstrate they have successfully completed comparable projects within the Northern California region. Proposers shall provide descriptions of reference projects. These descriptions must highlight the relevance of that project to the requirements of this RFP and must describe the products/services offered, and the performance of the project team. Submittals shall include a description of a minimum of two (2) and a maximum of five (5) projects that

have been completed by the Proposer within the last two (2) years and that were similar in scope and scale to this project. Each reference description shall include:

1. Contracting agency
2. Contracting agency Project Manager and, contact information
3. Contract amount
4. Funding source
5. Date of contract
6. Date of completion
7. Proposer Project Manager and contact information
8. Project Objective
9. Project Description
10. Project Outcome

d. Description of Products and Services – limit of 10 pages

1. Describe the proposed products and services. Provide details on how they meet the Functional and Technical Requirements of this RFP. Provide sufficient details on their technical characteristics but focus on how they function, how they are to be used by operators, and the benefit they provide to those operators.
2. Certain sections of the Functional and Technical Requirements of this RFP are noted as “Request to Proposers” and they contain direct questions or requests for specific information. Proposers shall directly respond to those questions/statements.
3. Provide sufficient images, drawings, screenshots, or other figures to ensure that TCTAB understands how the proposed products and services operate and how they benefit the operators.
4. Proposers shall clearly and directly indicate any case where a product’s or service’s capabilities are optional (i.e., available but not included in the proposed pricing), otherwise TCTAB shall assume that all capabilities described are included in the proposed pricing (and the vendor shall be responsible to provide any such capabilities at the proposed price). Note that some product/service requirements are specially designed as “Optional” and those are to be described, with notation of their optional status, and to be priced individually and separately from all features not designated as “Optional”.
5. Proposers shall clearly and directly indicate any case where a product’s or service’s capabilities are not available as of the time of the submission of their proposal, otherwise TCTAB shall assume that all capabilities described are available for use by TRAX at the initiation of this project.

6. Proposers shall explicitly state any hardware, software, or services (including network connections or other interfaces) that are to be provided by TRAX.

e. Staff Qualifications and Approach – limit of 7 pages (not including resumes)

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors or subconsultants and number of project staff, facilities available and experience of your team as it relates to this project.
2. Provide information about the key individuals on the team including, at a minimum: i) the project's Project Manager, ii) the project's lead technical resource, iii) the proposed support/maintenance resource, and iv) the single point of escalation should TRAX require intervention that cannot be resolved by other team members (i.e., a point of contact that can commit other resources). Provide resumes for all key team members. Resumes shall show relevant experience for the Project's Scope of Work, as well as the length of employment with the Proposer. (Resumes shall not contribute to the page limit of this section or of the proposal.) Key members shall have experience with this type of project and shall be committed to stay with the project for the duration of the project and Proposers shall explicitly confirm their availability for this project.
3. Describe your project management approach. Provide a detailed description of how the team and scope of work will be managed.

f. Scope of Work – limit of 7 pages

1. Include a narrative Scope of Work Statement describing the project's main phases including, for each: i) the goal of the phase (it's intended outcome), ii) the tasks to be completed by your firm, iii) the assumptions you have on work to be completed, or materials to be provided, by others, iv) the deliverables of the phase, and) the duration of the phase. If preferred, this can be provided in a "responsibility matrix" format that lists each phase, each task within each phase, the deliverables, the party responsible for completing the task, and any relevant notes.
2. Provide a detailed schedule, preferably in GANTT format, for all phases of the project and the Proposer's services including time for reviews and approvals.
3. Describe how project communications will occur. When and how will the project manager interface with TRAX's team? How will escalation occur, should it be necessary?
4. Describe the training that is included in your offering including training for users including drivers, dispatchers, and administrators/technicians. Also describe any

training available to riders (or any other methods available to inform them of services available to them).

g. Support and Maintenance – limit of 5 pages

1. Provide a description of the warranty for your products and services.
2. Describe how your products (including any hardware and software) will be supported and maintained. Specifically describe:
 - a. How and when software patches are to be provided and installed.
 - b. How and when software updates (including those with new features) are to be provided and installed.
 - c. How TRAX can obtain technical support and what they can expect when an issue (or trouble ticket) is opened.
 - d. How broken hardware is to be repaired.
 - e. Any preventative maintenance that is included.
 - f. The timing and general contents of any maintenance/service or other performance-related reports that are to be provided by your firm.

h. Mandatory Statements – not included in page limit

1. Conflict of Interest Statement

Proposer shall disclose any financial, business, or other relationship with TCTAB or TRAX that may have an impact upon the outcome of the contract or the construction project. Proposer shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The Proposer shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

2. Litigation

Indicate if Proposer was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

3. Contract Agreement

Provide a statement that Proposer accepts the terms of the sample agreement in Appendix A, otherwise, indicate if Proposer has any concerns or requested changes to the sample agreement. No changes requested during contract negotiation period will be considered that are not included as requested herein.

Proposer shall provide a statement affirming that the proposal terms shall remain in effect for (90) ninety days following the date proposal submittals are due.

4. Federal-Aid Provisions

Proposer's services may be federally funded, which necessitate compliance with additional requirements. Special attention is directed to the Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. Proposer may be required to complete and submit the following forms following contract award. These forms and instructions are provided for the Proposer at <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.

- Local Agency Proposer DBE Commitment (PROPOSER Contracts); (LAPM 10-O1).
- DBE Information - Good Faith Effort (LAPM 15-H)
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful Proposer may be required to follow applicable federal-aid requirements and may be required to complete and submit the following forms at the time of award:

- Local Agency Proposer DBE Information (PROPOSER Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Proposer shall demonstrate familiarity with providing services for federally funded projects and have a clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

i. Cost Proposal – not included in page limit

Proposers shall include a cost proposal for each individual application included in proposal. Proposer will be required to submit certified payroll records, as required. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria.

The cost proposal shall be in a format of the Proposer's choosing but it must clearly list the following, separately for each of the fixed-route, paratransit, and PTT applications:

- The one-time costs of deploying each application. This is to include costs for:
 - 15 fixed-route vehicles (including two (2) service vehicles and one (1) vehicle currently being manufactured)
 - 5 paratransit vehicles
 - One dispatch locations/terminal and
 - an unlimited number of riders.

Costs are to be inclusive of all hardware, software, and services required to deploy each application per the Functional and Technical Requirements included below. Proposers shall provide a summary listing of the solution components they are providing and another listing of components (hardware, software, interfaces/networks, services) they assume TRAX will provide; however, TRAX prefers to supply components only for Commercially available off-the-shelf (COTS) items and only when it is more economically advantageous for TRAX to do so.

- The on-going, per-year costs of using and supporting/maintaining each application per the Functional and Technical Requirements included below. This is to include costs for the same number of users as listed above. Costs are to be inclusive of those for use of the applications as well as the support and maintenance services provided by the Proposer. Proposers shall provide the costs for the first year of use/support and shall provide a fixed annual escalator (as a percentage of each prior year) for years 2-5, if Proposer's pricing includes one.
- The one-time and on-going costs to add, after initial deployment each or any of the following:
 - One fixed-route application user.
 - One paratransit application user.
 - One PTT application user.

These "additional user" costs are to be inclusive of the same hardware, software, and services included in the costs for the initial quantity of users as listed above.

Note that some product/service requirements are specially designed as "Optional" and those are to be described, with notation of their optional status, and to be priced individually and separately from all features not designated as "Optional".

V. FUNCTIONAL AND TECHNICAL REQUIREMENTS

a. Functional Requirements: TCTAB and TRAX are seeking a solution that provides the following functions:

- 1) An application for fixed-route services that connects vehicles/drivers to dispatchers and that shall provide the following services:
 - a. Real-time, GPS-based location updates for each active vehicle (the cadence rate for location updates shall be configurable but is expected to not be more than 30 seconds) with display of each vehicle's location and bus/route number to dispatchers
 - b. Dispatcher-to-driver and driver-to-dispatcher messaging including:
 - i. Notification from dispatch of re-routes or other service changes.
 - ii. Notification from driver of any change in status – to include “pre-canned” messages from drivers (pre-canned message contents to be defined by TRAX), acknowledgements of messages from dispatchers, and short messages that may be typed by drivers.
 - iii. An “emergency” message from a driver that shall be presented to dispatch with audible and/or visual alert. (Activation of the “emergency” message shall be configurable to either be silent (and without visual indicator) in the vehicle or to provide indication (audible or visual) in the vehicle.)
 - c. The driver application shall provide the following functionality:
 - i. Drivers must first login to the application in their vehicle before they are allowed to access any features. The logon is to include information to be determined by TRAX including driver ID/name, bus/route number, and a password. A log-on from a driver shall enable that vehicle to become active for all other features. A log-off from a driver shall disable the vehicle from participating in all other features.
 - ii. Drivers shall have access to a display of the map of their route to include their standard route directions as well as any updates (reroutes or other service changes) as set by dispatchers.
 - iii. Drivers shall have access to a messaging service as described above.
 - iv. Drivers shall have access to a summary of their schedule adherence.
 - d. The dispatcher application shall provide the following functionality:
 - i. Dispatchers must first log-on to the application at their workstation before they are allowed to access any features. Logon is to include information to be determined by TRAX including dispatcher ID/name, dispatch position, and a password.

- ii. Dispatchers shall have access to a map of the transit service area showing the real-time location of each active (logged-on) bus. Each bus shall be identified by its bus and/or route number. Any vehicle that has sent an “emergency” message shall be highlighted on this display until the dispatcher takes action to acknowledge the emergency condition.
 - iii. Dispatchers shall be able to query a route for information about the estimated time of arrival (ETA) of a vehicle (one that assigned to that route) at an identified route stop.
 - iv. Dispatchers shall have access to a list or “board” view to the status of each bus to include, for those that are active, their location, their route number, their trip ID, the driver, their last reported speed (if available), and their schedule adherence. Any vehicle that has sent an “emergency” message shall be highlighted on this display until the dispatcher takes action to acknowledge the emergency condition.
 - v. Dispatchers shall have access to a messaging service as described above. This shall include the ability to provide route changes in a map-based format.
 - vi. OPTIONAL: Dispatchers shall be able to change the over-head signs and annunciators via their dispatch application.
 - vii. OPTIONAL: Dispatchers shall be able to change the audible annunciation messages (those heard in vehicles) via their dispatch application.
- e. The administrator of the fixed-route application shall have the following functionality:
- i. Create (and edit and delete) vehicles, routes, trips, drivers, dispatchers.
 - ii. Assign vehicles routes, trips to specific dispatchers.
 - iii. Administer the log-on credentials for drivers, dispatchers, and other administrators.
 - iv. Customize the views/layouts of the interfaces for the drivers and dispatchers, within the limits of the functionalities described above.
 - v. Set/adjust the cadence rate of each vehicle’s GPS-based location updates.
 - vi. Create the list of “pre-canned” messages for drivers.
 - vii. Create and save a report for a single trip to show its schedule adherence (to include details on the vehicle’s location each time it was reported by the vehicle).
 - viii. Create and save a report for a single route (based on a definable period of time) to show its schedule adherence.

- ix. Create and save a report for all routes (based on a definable period of time) to show their schedule adherence.
 - x. Sort, search, review and save information about the log-ons and logoffs of drivers and dispatchers based on time/date, route/trip, and driver/dispatcher.
 - xi. Sort, search, review and save individual messages or groups of messages between drivers and dispatchers based on time/date, route/trip, driver/dispatcher, and keyword.
- 2) An application for fixed-route services that connects riders to the fixed-route system and that shall provide the following services:
- a. Real-time locations of vehicles on routes, searchable/filter-able by route number.
 - b. Predicted vehicle arrival time for individual routes and individual stops, searchable/filter-able by route number and stop location.
 - c. Notices of service interruptions for individual/specific routes or stops.
- 3) An application for paratransit services that connects vehicles/drivers to dispatchers and that shall provide the following services:
- a. Real-time, GPS-based location updates for each active vehicle (the cadence rate for location updates shall be configurable but is expected to not be more than 30 seconds) with display of each vehicle's location and vehicle ID to dispatchers
 - b. Dispatcher-to-driver and driver-to-dispatcher messaging including:
 - i. A posting of all rides to the driver for their shift to include, for each ride, the pickup location, rider name, rider phone number, pickup time, destination location, destination drop-off time, relevant notes about the rider.
 - ii. As-needed updates to the driver about the rides for their shift to include changes and cancellations.
 - iii. Notification from driver of any change in an assigned ride – to include “no show” or late rider.
 - iv. A new ride, initiated by a rider that has been picked-up by a driver.
 - v. Notification from driver of any change in status – to include “pre-canned” messages from drivers (pre-canned message contents to be defined by TRAX), acknowledgements of messages from dispatchers, and short messages that may be typed by drivers.
 - vi. An “emergency” message from a driver that shall be presented to dispatch with audible and/or visual alert.
 - c. The driver application shall provide the following functionality:
 - i. Drivers must first log-on to the application in their vehicle before they are allowed to access any features. Logon is to include information to be determined by TRAX including driver ID/name, bus/route

- number, and a password. A log-on from a driver shall enable that vehicle to become active for all other features. A log-off from a driver shall disable the vehicle from participating in all other features.
- ii. Drivers shall have access to a list of their ride assignments (including those completed, in-progress, and to-be-completed) for their shift. This is to be presented in a 'task list' format. Each ride assignment is to include pickup location, rider name, rider phone number, pickup time, destination location, destination drop-off time, relevant notes about the rider; however, some of that information may be hidden in the task-list and presented only when the driver selects a ride to obtain all relevant information.
 - iii. Drivers shall have access to a display of the map of their ride-in-progress to include their standard route directions as well as any updates (reroutes or other service changes) as set by dispatchers.
 - iv. Drivers shall have access to a messaging service as described above.
- d. The dispatcher application shall provide the following functionality:
- i. Dispatchers must first log-on to the application at their workstation before they are allowed to access any features. Logon is to include information to be determined by TRAX including dispatcher ID/name, dispatch position, and a password.
 - ii. Dispatchers shall have access to scheduling board that includes the ability to add, view, change, and delete rides with information to include the pickup location, rider name, rider phone number, pickup time, destination location, destination drop-off time, relevant notes about the rider. A confirmed paratransit ride may be made by dispatchers who create them directly or after a dispatcher has approved a ride request made by a rider via the application described below.
 - iii. Dispatchers shall be able to assign riders to drivers/vehicles. Once a dispatcher assigns a ride to a driver, it shall appear in that driver's list of ride assignments.
 - iv. Dispatchers shall have access of a map of the paratransit service area showing the real-time location of each active (logged-on) vehicle. Each vehicle shall be identified by its bus and/or ride identifier. Any vehicle has sent an "emergency" message shall be highlighted on this display until the dispatcher takes action to acknowledge the emergency condition.
 - v. Dispatchers shall be able to query a route for information about the estimated time of arrival (ETA) of a vehicle (one that assigned to that ride) at an identified location.

- vi. Dispatchers shall have access to a list or “board” view to the status of each vehicle to include, for those that are active, their location, their ride ID, the driver, their last reported speed (if available). Any vehicle has sent an “emergency” message shall be highlighted on this display until the dispatcher takes action to acknowledge the emergency condition.
 - vii. Dispatchers shall have access to a messaging service as described above.
 - e. The administrator of the paratransit application shall have the following functionality:
 - i. Create (and edit and delete) vehicles, drivers, and dispatchers.
 - ii. Administer the log-on credentials for drivers, dispatchers, and other administrators.
 - iii. Customize the views/layouts of the interfaces for the drivers and dispatchers, within the limits of the functionalities described above.
 - iv. Set/adjust the cadence rate of each vehicle’s GPS-based location updates.
 - v. Create the list of “pre-canned” messages for drivers.
 - vi. Create and save a report for a single ride or a full shift to show the vehicle’s location each time it was reported by the vehicle.
 - vii. Sort, search, review and save information about the log-ons and log-offs of drivers and dispatchers based on time/date, route/trip, and driver/dispatcher.
 - viii. Sort, search, review and save individual messages or groups of messages between drivers and dispatchers based on time/date, route/trip, driver/dispatcher, and keyword.
- 4) An application for paratransit services that connects riders to the paratransit system and that shall provide the following services:
 - a. Riders shall be able to book a ride without requiring a log-in – ride requests shall include pickup location, rider name, rider phone number, pickup time, destination location, destination drop-off time, relevant notes about the rider.
 - b. Riders shall be able to receive confirmation of their ride, once approved by a dispatcher.
 - c. Riders shall be able to receive real-time vehicle location for their assigned vehicle and predicted arrival time for their reserved ride.
 - d. Dispatchers shall be able to receive a ride request from the rider’s application and either confirm it, deny it, offer an alternative, or request more information from the rider.
- 5) A push-to-talk (PTT) voice application that connects fixed-route and paratransit drivers to their respective dispatchers and that shall provide the following services:

- a. Dispatchers shall be able to select a single vehicle and, when they speak into a PTT-activated microphone, only the driver of that selected vehicle shall hear their transmission.
- b. When a driver speaks into a PTT-activated microphone, their transmission shall be heard by their assigned dispatcher. Drivers shall be allowed to initiate a radio transmission without requiring approval from a dispatcher.
- c. Dispatchers shall be able to select a group of vehicles and, potentially other dispatchers, and, when they speak into a PTT-activated microphone, those selected drivers and other dispatchers shall hear their transmission. Transmissions from the drivers and other dispatchers included in the selected group shall not be heard by anyone other than the originating dispatcher.
- d. Dispatchers shall be able to patch a group of vehicles and, potentially other dispatchers, and, when those included in the patched group, including the initiating dispatcher, speak into a PTT-activated microphone, the other included drivers and other dispatchers shall hear their transmission.
- e. Dispatchers shall have a visual indication of any time that a driver is transmitting to them or to any other dispatcher and shall have a visual indication of any time that another dispatcher is transmitting to any driver.
- f. Dispatchers shall have access to the display of a continuously updated (scrolling) log of received transmissions that shall include information about the time (and date) of the transmission, the duration of the transmission, and the initiating caller. Dispatchers shall have the ability to sort and search for transmission from the log based on its previously listed characteristics. They shall be able to playback a previously received voice radio calls up to any received during their shift (approximately 8 hours).
- g. Dispatchers and drivers shall be required to log-on to the PTT application prior to using any of the services listed above. They shall also be required to log-out at the end of their use of the PTT application.
- h. Dispatchers with administrative rights/privileges, and only they, shall have the following additional services:
 - i. Administrators shall be able to create (and edit and delete) vehicles, drivers, and dispatchers along with their log-in credentials.
 - ii. Administrators shall be able to create (and edit and delete) pre-established groups of drivers.
 - iii. Administrators shall be able to export a selected/recorded transmission to a *.WAV file.
 - iv. Administrators shall be able to generate reports, for a configurable period of time, that provide information on:
 1. The quantity of transmissions made in aggregate.

2. The quantity of transmissions made by specified individual users.
3. The average quantity and duration of transmissions.
4. The number of users that were active on the PTT system.
5. Trends of any of the above metrics.

b. Technical Requirements: TCTAB and TRAX are seeking applications for fixed-route, paratransit, and PTT services that provide the above-listed functionality and that adhere to the following technical requirements. The applications shall:

- 1) Operate in vehicles on a commercially-available, off-the-shelf (COTS) tablet system that includes the tablet, a locking mounting device, and an in-vehicle power supply.
 - a. REQUEST TO PROPOSERS: Specify the minimum operating specifications, including hardware and software, for the tablet system.
 - b. REQUEST TO PROPOSERS: Specify the any certified or preferred manufacturer and model for the tablet system.
 - c. REQUEST TO PROPOSERS: Include in your pricing any components for the tablet system that are not COTS (i.e., not available from retail/consumer electronics stores).
 - d. REQUEST TO PROPOSERS: Include in your pricing any external peripherals for the tablet system that are not COTS, including external GPS antennas, cellular routers, or other devices.
- 2) Operate at the dispatch location on a Windows-based, internet-connected workstation that includes no special peripherals beyond a standard (non-touch) display, mouse, and standard keyboard.
 - a. REQUEST TO PROPOSERS: Specify the minimum operating specifications, including hardware and software, for the Windows-based dispatch workstation.
 - b. REQUEST TO PROPOSERS: Specify the any certified or preferred manufacturer and model for the Windows-based dispatch workstation.
 - c. REQUEST TO PROPOSERS: Include in your pricing any components for the Windows-based dispatch workstation that are not COTS (i.e., not available from retail/consumer electronics stores).
 - d. REQUEST TO PROPOSERS: Provide any specifications or other requirements for the internet connection of the Windows-based dispatch workstation.
- 3) Use commercially-available cellular-based mobile networks and WiFi networks as the network connection to/from the in-vehicle tablet system.

- a. REQUEST TO PROPOSERS: Specify the minimum operating specifications for the cellular-based and WiFi networks that provide the connection to/from the in-vehicle tablet system.
 - b. REQUEST TO PROPOSERS: Specify any certified or preferred provider or service for the cellular-based and WiFi networks that provide the connection to/from the in-vehicle tablet system.
- 4) Support the rider applications for both fixed-route and paratransit services on either standard web-browsers; including web-browsers for PCs/workstations as well as for common/commercially-available tablets and cell phones; or, for tablets/phones, be available as an 'app' that is available for download by riders at no cost from the Apple App Store or Google Play Store.
 - a. REQUEST TO PROPOSERS: Specify the minimum operating specifications for the rider applications for the fixed-route and paratransit services.
 - b. REQUEST TO PROPOSERS: Specify the method by which riders can access, download, or otherwise use the rider applications for the fixed-route and paratransit services.
- 5) Use easy-to-operate hardware in vehicles for the PTT application – such shall have full integration to the PTT application and shall include a speaker (15W, minimum, with volume adjustment) and a handheld, corded microphone (with PTT switch) that has a convenient holder for when the microphone is not in use.
 - a. REQUEST TO PROPOSERS: Include in your pricing the PTT hardware components for in-vehicle use.
- 6) Employ end-to-end encryption for all data and voice communications.
- 7) Be hosted shall be hosted by the Vendor such that no system software needs to be maintained by TRAX (i.e., all applications shall be cloud-based).
 - a. The hosting platform shall provide at least 99.9% uptime.
 - b. The hosting platform shall be scalable to accommodate changes in the number of users (both drivers and dispatchers).
- 8) Any maps used by either in-vehicle or dispatcher-based applications shall use non-proprietary formats and shall use commercially available mapping platforms such as Google Maps.
- 9) Support software updates, either for the purpose of patches/bug-fixes or new features, without requiring physical contact with either in-vehicle tablets or dispatcher workstations.
- 10) To support data exchange with riders and external agencies, any vehicle arrival information, including arrival predictions, shall be based on and shall support the General Transit Feed Specification – Real Time (GTFS-rt) standards, including:
 - a. GTFS-rt Vehicle Positions,
 - b. GTFS-rt Trip Updates
 - c. GTFS-rt Service Changes v3.1

APPENDIX A – SAMPLE AGREEMENT
AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND

-----[CONSULTANT]-----

FOR TRANSIT WORKFORCE MANAGEMENT/AUTOMATION APPLICATIONS

1. **RESPONSIBILITIES OF CONSULTANT**

During the term of this agreement, the consultant shall be responsible for the full scope of materials and services as identified in Exhibit B - Scope of Work/Consultant Proposal.

2. **RESPONSIBILITIES OF THE County**

Tehama County shall compensate CONSULTANT for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

CONSULTANT shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit C for performing the Scope of Services described in this Agreement. In addition, County shall reimburse CONSULTANT for the actual and reasonable expenses for radio system design, purchase and implementation, travel, postage, and reasonable expenses incurred by CONSULTANT in the performance of the work hereunder. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for County employees. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$-----. CONSULTANT shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. CONSULTANT shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by CONSULTANT after the expiration or other termination of this Agreement. CONSULTANT shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and CONSULTANT agrees that County has no obligation, whatsoever, to compensate or reimburse CONSULTANT for any expenses, direct or indirect costs, expenditures, or charges of any nature by CONSULTANT that exceed the Maximum Compensation amount set forth above. Should CONSULTANT receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, CONSULTANT shall submit to County an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of CONSULTANT's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate [date], unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If CONSULTANT fails to perform his/her duties to the satisfaction of the County, or if CONSULTANT fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if CONSULTANT violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the CONSULTANT. Either party may terminate this agreement on 30 days' written notice. County shall pay CONSULTANT for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The Tehama County's right to terminate this agreement may be exercised by [local agency authority title].

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this agreement, CONSULTANT relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of CONSULTANT, CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

CONSULTANT shall, during the entire term of this agreement, be construed to be an independent CONSULTANT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which CONSULTANT performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by CONSULTANT shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. CONSULTANT shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of CONSULTANT, if CONSULTANT were a County employee. County shall not be liable for deductions for any amount for any purpose from CONSULTANT's compensation. CONSULTANT shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall CONSULTANT be eligible for any other County benefit.

10. **INDEMNIFICATION**

CONSULTANT shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. CONSULTANT shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. CONSULTANT shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to CONSULTANT's "independent CONSULTANT" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

CONSULTANT shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For CONSULTANT," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

CONSULTANT certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with and to require its subconsultants to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. CONSULTANT shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the CONSULTANT or its subconsultants to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, CONSULTANT specifically acknowledges that County has not affirmatively represented to CONSULTANT in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, CONSULTANT hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

CONSULTANT acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no CONSULTANT or subconsultant may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

CONSULTANT acknowledges that no CONSULTANT or subconsultant may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, CONSULTANT acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

CONSULTANT shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by CONSULTANT under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:

If to CONSULTANT:

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

CONSULTANT understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by CONSULTANT, or to perform such services with County's own forces, as County desires.

20. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special

right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

23. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

24. **FEDERAL CLAUSES:**

No Obligation to Third-Parties by use of a Disclaimer

- A. **No Federal Government Obligation to Third Parties.** The CONSULTANT agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any CONSULTANT, any third-party CONSULTANT, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONSULTANT or third-party CONSULTANT.
- B. **Third-Party Contracts and Subagreements Affected.** To the extent applicable, federal requirements extend to third-party CONSULTANTS and their contracts at every tier, and to the subagreements of third-party CONSULTANTS and the subagreements at every tier. Accordingly, the CONSULTANT agrees to include, and to require its third-party CONSULTANTS to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

- C. No Relationship between the California Department of Transportation and Third-Party CONSULTANTS. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party CONSULTANTS, and no third-party contract shall relieve the CONSULTANT of his responsibilities and obligations hereunder. The CONSULTANT agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party CONSULTANTS and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its third-party CONSULTANTS is an independent obligation from the Awarding Agency's obligation to make payments to the CONSULTANT. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party CONSULTANT.
- D. Obligations on Behalf of the California Department of Transportation. The CONSULTANT shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. Awarding Agency Approval of Subagreements. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONSULTANT agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the

right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONSULTANT to the extent the Federal Government deems appropriate.

- B. The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.
- C. The CONSULTANT agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONSULTANT and its subconsultants that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONSULTANT shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

Record Keeping

The CONSULTANT and all subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

Accounting Records

The CONSULTANT shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONSULTANT's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs

charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONSULTANT its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONSULTANT Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation any issue.
- B. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The

CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements the California Department of Transportation may issue.

- C. Solicitations for SUBCONSULTANTS Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONSULTANT for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the subconsultants's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- E. Incorporation of Provisions. The CONSULTANT shall include the provisions of these paragraphs A through F in every subagreement, including procurements

of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subconsultants or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such directions, the CONSULTANT may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONSULTANT may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

Energy Conservation

The CONSULTANT agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

Additional Termination Provisions

- A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONSULTANT. The CONSULTANT shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit its termination claim to the Awarding Agency. If the CONSULTANT has any property in its possession

belonging to the Awarding Agency, the CONSULTANT will account for the same, and dispose of it in the manner the Awarding Agency directs.

- B. Termination for Default (General Provision). If the CONSULTANT does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONSULTANT fails to perform in the manner called for in the contract, or if the CONSULTANT fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Awarding Agency that the CONSULTANT had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONSULTANT, the Awarding Agency, after setting up a new delivery of performance schedule, may allow the CONSULTANT to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency and the CONSULTANT agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

Debarment and Suspension

- A. The CONSULTANT agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONSULTANT agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also must include the names of parties debarred, suspended, or otherwise excluded by agencies, and CONSULTANT's

declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

- C. Before entering into any subagreements with any subconsultant, the CONSULTANT agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONSULTANT agrees to obtain a debarment and suspension certification from each third-party CONSULTANT containing information about the debarment and suspension status of that third-party CONSULTANT and its “principals,” as defined at 49 CFR 29.105(p). The CONSULTANT also agrees to require each third-party CONSULTANT to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subconsultant, and to obtain a similar certification for any third-party subconsultant, at any tier, seeking a contract exceeding \$25,000.00.

Buy America

The CONSULTANT shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$100,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Provisions for Resolution of Disputes, Breaches, or Other Litigation

The Awarding Agency and the CONSULTANT shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONSULTANT shall submit to the Awarding Agency Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Awarding Agency Representative shall make a written decision regarding the dispute and will provide it to the CONSULTANT. The CONSULTANT shall have the opportunity to challenge in writing within ten (10) working days to the Awarding Agency's Executive Director or his/her designee. If the CONSULTANT's challenge is not made within the ten (10) day period, the Awarding Agency Representative's decision shall become the final decision of the Awarding Agency. The Awarding Agency and the CONSULTANT shall submit written, factual information and supporting data in support of their respective positions. The decision of the Awarding Agency shall be

final, conclusive, and binding regarding the dispute, unless the CONSULTANT commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Lobbying

- A. The CONSULTANT agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONSULTANT until the Awarding Agency has received the CONSULTANT's certification that the CONSULTANT has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONSULTANT shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

Clean Air

- A. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section

7401 et seq. The CONSULTANT agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The CONSULTANT also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

- A. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONSULTANT agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The CONSULTANT also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Patent Rights & Rights in Data and Copyrights (Research or Data Development Only)

In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONSULTANT must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental, or research work. The Awarding Agency reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others.

Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONSULTANT agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

Section 504 and Americans with Disabilities Act Program Requirements

The CONSULTANT will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

DBE Contract Assurance

The CONSULTANT or SUBCONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT or subconsultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONSULTANT or subconsultant to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONSULTANT from future bidding as non-responsive.

Awarding Agency shall notify the CALTRANS DBELO in the event the Awarding Agency finds the CONSULTANT or SUBCONSULTANT is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

DBE Participation Goal

This contract may be subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is X.X%.

Offerors may be required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONSULTANT shall not terminate the DBE subconsultant's listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the CALTRANS DBELO. The Awarding Agency may provide such written consent only if the CONSULTANT has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONSULTANT shall give notice in writing to the DBE subconsultant of its intent to terminate and the reason for the request. The CONSULTANT shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subconsultant is terminated or fails to complete its work on the contract for any reason, the CONSULTANT shall make good faith efforts (GFE) to find another DBE subconsultant to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The Awarding Agency may be required upon award of federal funding to monitor the CONSULTANT's DBE compliance during the life of this contract and submit to the STATE a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

IN WITNESS WHEREOF, County and CONSULTANT have executed this agreement on the day and year set forth below upon signature [by theDirector of 'title].

County OF TEHAMA

Date: _____

Date: _____

Vendor Number

Exhibit A**INSURANCE REQUIREMENTS FOR CONSULTANT**

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by CONSULTANT, his/her agents, representatives, employees or subconsultants. At a minimum, CONSULTANT shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If CONSULTANT has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover CONSULTANT and CONSULTANT's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (CONSULTANT/Professional services standard agreement only)

If CONSULTANT is a state-licensed architect, engineer, CONSULTANT, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, CONSULTANT shall provide and maintain in full force

and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If CONSULTANT maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by CONSULTANT.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to CONSULTANT's liability to County and will be the sole responsibility of CONSULTANT.

Primary Insurance Coverage

For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

CONSULTANT’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. CONSULTANT shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

SUBCONSULTANTS

CONSULTANT shall require and verify that all SUBCONSULTANTS maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, CONSULTANT fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from CONSULTANT resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to CONSULTANT, County may deduct from sums due to CONSULTANT any premium costs advanced by County for such insurance.

Policy Obligations

CONSULTANT’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

CONSULTANT shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work

commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Exhibit B

Scope of Work (From Proposal)

Exhibit C

Fee Schedule

(TBD)