
NOTICE OF REQUEST FOR PROPOSALS

The Glenn County Transportation Commission (GCTC) is requesting proposals from qualified consultants for the preparation and development of an Active Transportation Plan for the Glenn County region addressing needs and facilities related to pedestrians, bicycling, and Safe Routes-To-School incorporating existing analysis regarding the Americans with Disabilities Act.

Firms interested in making proposals should obtain the detailed Request for Proposals by visiting <http://www.countyofglenn.net/govt/bids> or by contacting:

Glenn County Transportation Commission
c/o: Mardy Thomas, Principal Planner
P.O. Box 1070
Willows, CA 95988
Telephone: (530) 934-6530
FAX: (530) 934-6533
e-mail: transit@countyofglenn.net

SEALED PROPOSALS will be received at the above address until 4:00 p.m., Monday, May 1, 2017. Proposals must be clearly marked "Glenn County Active Transportation Plan".

All proposals and related documents shall be subject to funding agreements between GCTC and the California Department of Transportation. All proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

GCTC hereby notifies all proposers that it will affirmatively ensure that Minority Business Enterprises and Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of contract.

GCTC reserves the right to accept or reject any or all proposals.

CONTENTS

I.	Introduction	4
A.	Information	4
B.	Background	4
II.	Scope of Services	5
A.	Required Services of the Consultant.....	5
1.	Scope of Work	6
B.	RFP/Agreement Schedule	7
C.	Questions & Comments	8
D.	RFP Addenda	8
E.	Verbal Agreement or Conversation	9
F.	Protests	9
III.	Required Submittal content and format.....	10
A.	General Information	10
B.	Proposed Project Approach	11
C.	Staff Qualification and Related Experience	11
D.	Proposed Fee Structures and Schedules	12
E.	Conflict of Interest	13
F.	Proposal Holder List	13
IV.	Consultant Selection Procedure	13
A.	Criteria.....	14
B.	Background Check.....	15
C.	Award of Contract.....	15
V.	General Conditions	16
A.	Legal Responsibilities	16
B.	Permits and Licenses.....	16
C.	Insurance and Indemnification	16
VI.	Examination of Contract Requirements and Acceptance of Proposal Content	17
A.	Withdrawal of Proposals.....	18

B.	Rejection of Proposals	18
C.	Evaluation of Proposals.....	18
D.	Proposal Pricing Guidelines	20
E.	Assignment of Contract	20
F.	Right to Require Performance	20
G.	Ethics in Public Contracting	20
H.	Equal Employment Opportunity	21
I.	Venue	21
J.	Proprietary Information.....	21
K.	Incurring Costs	21
VII.	Proposal Form Checklist.....	22
	DRAFT AGREEMENT	23
1.	RESPONSIBILITIES OF CONTRACTOR/SCOPE OF WORK.....	23
2.	RESPONSIBILITIES OF GCTC	24
3.	COMPENSATION	24
4.	TERM OF AGREEMENT.....	25
5.	TERMINATION.....	25
6.	COMPLETE AGREEMENT.....	26
7.	GCTC DESIGNEE	26
8.	CHANGES IN SCOPE OF WORK.....	26
9.	INDEPENDENT CONTRACTOR	26
10.	INDEMNIFICATION.....	27
11.	INSURANCE; BONDS; PERFORMANCE GUARANTEE.....	27
12.	ADMINISTRATION	29
13.	GENERAL PROVISIONS	29
14.	AVAILABILITY OF FUNDS.....	36

REQUEST FOR PROPOSAL

GLENN COUNTY ACTIVE TRANSPORTATION PLAN

I. INTRODUCTION

A. INFORMATION

The Glenn County Transportation Commission (GCTC) is requesting proposals from qualified consultants for preparation and development of an Active Transportation Plan (ATP) for the Glenn County region addressing needs and facilities related to pedestrians, bicycling, and Safe Routes-To-School incorporating existing analysis regarding the Americans with Disabilities Act.

This Request for Proposal (RFP) is being issued by GCTC. Unless otherwise directed, all communications regarding this Request for Proposals should be submitted in writing to the Transportation Commission staff via e-mail at transit@countyofglenn.net.

Any revisions to the RFP will be issued and distributed as addenda. Any addenda will be posted to ebidboard.com and the Glenn County website at <http://www.countyofglenn.net/govt/bids>. Proposers are encouraged to submit any questions or items for clarification in writing to the above mentioned persons as outlined under Section II. C. of this document.

B. BACKGROUND

The GCTC is the designated Regional Transportation Planning Agency (RTPA) pursuant to California Government Code Section 29535. The GCTC encompasses unincorporated Glenn County, the City of Orland and the City of Willows. As the designated RTPA, it is responsible for transportation planning and project programming in Glenn County and is the policymaking body for the transportation system. Its responsibilities also include the update of the Regional Transportation Plan (RTP) required every four years. The GCTC funds its operations through a combination of Rural Planning Assistance (RPA) funds, grants, and Transportation Development Act (sales tax) funding. Staff from the Glenn County Planning & Public Works Agency serve as staff to the GCTC.

Glenn County is located in the northern central valley of California, approximately 75 miles north of Sacramento. It is comprised of approximately 1,315 square miles and is bounded on the east by Butte County; the north by Tehama County; the west by Mendocino County and Lake County; on the south by Colusa County. The Sacramento River extends along the eastern boundary in a north-south direction. The eastern portion of the County is relatively flat and

contains the majority of Glenn County's 29,073 residents (consider the use of footnotes for references). In the western quarter of the county, the landscape rises into the Pacific Coast Range where mountain peaks are in excess of 6,000 feet in elevation. Approximately 27% of lands within Glenn County are government owned.

The cities of Willows and Orland are the two incorporated cities within Glenn County. These cities contain approximately one half of the county population. There are several smaller unincorporated communities throughout the County (Hamilton City, Ord Bend, Artois, Elk Creek, Butte City, Bayliss, Afton, Codora, and Glenn) and other communities in the unincorporated areas surrounding the two cities. The Grindstone Indian Rancheria is located north of the community of Elk Creek and is an official recognized Tribal government in the County.

There are three State highways and one interstate route which run through Glenn County: Interstate 5 and State Highways 162, 45, and 32. These highways form the framework of the surface transportation network in Glenn County. Glenn County has two general aviation airports. One is located on the west side of the City of Willows and the other is located southeast of the City of Orland. Each airport supports only smaller scale passenger travel at this time.

A joint powers agency, known as Glenn Transit Service, administers a transit service which operates an estimated 8,000 vehicle revenue hours and carries approximately 58,000 people on an annual basis in Glenn County. Bus routes and schedules are detailed on the transit website at <http://www.countyofglenn.net/dept/planning-public-works/public-transit-transportation/welcome>.

This project is being funded with Rural Planning Assistance funds. As such, the project is being spread over a longer time period to allow for adequate funding to complete the project. Additional funding may become available through the Sustainable Communities Grant under the Caltrans Sustainable Transportation Planning grant program.

II. SCOPE OF SERVICES

A. REQUIRED SERVICES OF THE CONSULTANT

The qualified consultant shall perform all necessary tasks to prepare an Active Transportation Plan (ATP) for Glenn County as a region. The ATP shall be consistent with the Active Transportation Program goals as adopted by the California Transportation Commission, the Glenn County 2015 Regional Transportation Plan, and all other related state plans. Coordination by the consultant with state, city and county staff as part of this

scope of work is required. The goal of the ATP is to prepare all local government entities to apply for the various funding opportunities available through the Active Transportation Program.

Overall project objectives include the following:

- Integrate any local bicycle plans available from each local jurisdiction and develop a regional bicycle plan identifying the potential for connections between communities.
- Develop a plan to complete sidewalk networks within urbanized areas and prioritize repairs on existing facilities.
- Integrate active transportation with school bussing and public transit operations.
- Identify safe routes to schools to help prioritize improvements.
- Develop conceptual drawings and/or design criteria for bicycle and pedestrian improvements in each community. Drawings shall be available in electronic form compatible with AutoCAD Civil 3D 2017 and/or ESRI ArcGIS file formats.
- Increase modal options within and between Glenn County communities.
- Identify funding sources for the construction of projects.

1. SCOPE OF WORK

The scope of work for the ATP shall include, but not be limited to, the following tasks:

- a. Conduct a minimum of one preliminary in-person meeting with GCTC staff and technical advisory committee members regarding information transfers, personnel contacts, and ATP format. Conduct up to three additional meetings via teleconference, WebEx or other remote means to present administrative drafts, draft plans, or draft final plans to the technical advisory committee.
- b. Review existing ADA analysis, bicycle, and pedestrian plans in Glenn County.
- c. Prepare a report on existing conditions in Glenn County as they relate to pedestrian, bicycle and Safe Routes-To-School.
- d. Conduct community workshops for the purpose of gathering public input for the ATP in the Glenn County communities of Willows, Orland and Hamilton City prior to development of the draft plan and again before the release of the Draft Final Plan.
- e. Review all public comments received during public hearings and community workshops.
- f. ATP shall contain, at a minimum, the following:
 - A regional pedestrian plan with chapters or sections identified by community within Glenn County.
 - A bicycle plan for the Glenn County region with chapters or sections identified by community within Glenn County.

- A Safe Routes-To-School section including chapters or sections identified by community within Glenn County.
 - A chapter evaluating potential funding sources for projects.
 - Any other applicable plans for Active Transportation Program projects that would put partner agencies in a position to obtain funding.
 - Integration of existing ADA analysis.
 - Conceptual designs for the top three high priority potential projects in each Glenn County community as determined in the community workshops.
 - A chapter defining performance measures and the top ten (or fewer) priority projects that address Active Transportation Program goals.
- g. Make an in-person presentation of the Draft ATP to the GCTC during a regular public meeting. Ten (10) hard copies and two electronic copies (one Microsoft Word version and one PDF) shall be provided by the consultant 14 days prior to the meeting.
- h. All areas of the ATP shall be consistent with the Glenn County General Plan, Willows General Plan, Orland General Plan, and any other applicable transportation or land use plans.
- i. Make an in-person presentation of the Final ATP to the GCTC during a regular public meeting. Production of Final ATP incorporating all revisions, comments, and additional topics identified during the development of the plan. 15 hard copies and an electronic copy of the Final ATP in both a Microsoft Word and PDF shall be provided 10 days prior to the meeting.
- j. All data generated and/or used during the development of the plan shall be provided to the GCTC including all presentation materials (printed or electronic) and data produced during plan development or analysis for the ATP. Data file formats shall be compatible with ESRI's ArcGIS, AutoCAD Civil 3D 2017, Microsoft Office products.

The consultant will work under the direction of the GCTC Executive Director who will have final approval authority of all issues in the review process. Proposer shall propose the project scope of work that it feels necessary to satisfactorily complete the project, meet project objectives, and create a practical and useable planning document that will guide transportation improvements in the Glenn County region.

GCTC will select one firm from among the proposers, to complete all phases of this project.

B. RFP/AGREEMENT SCHEDULE

Date:

Event:

March 24, 2017

GCTC issues RFP

April 14, 2017	Deadline for submitting written questions to GCTC.
April 18, 2017	Deadline for submitting protests to GCTC.
May 1, 2017	<u>Proposals due.</u>
<i>May 2 – 3, 2017</i>	<i>Evaluation of proposals, determining which are responsive and fall within a competitive range.</i>
<i>May 11– 12, 2017</i>	<i>Interviews of key personnel of PROPOSERS whose proposals are within a competitive range (if required).</i>
<i>May 18, 2017</i>	<i>Contract award at GCTC meeting.</i>
<i>June 30, 2019</i>	<i>Contract ends.</i>

Italicized items are tentative dates and are subject to change at the sole discretion of GCTC. GCTC reserves the right to award the contract solely on the basis of proposal content.

C. QUESTIONS & COMMENTS

Questions and comments may be submitted in writing:

- By mail or delivery service to GCTC Active Transportation Plan RFP, c/o Mardy Thomas, Principal Planner, P.O. Box 1070, Willows, CA 95988; or,
- Faxed to (530) 934-6533; or,
- E-mail to transit@countyofglenn.net.

Written questions and comments must be submitted by **5:00 p.m. on April 14, 2017**. A written response to questions to written questions received by April 14, 2017 will be posted as an addendum to this RFP by April 18, 2017. The addendum will be posted to ebidboard.com and the Glenn County website at <http://www.countyofglenn.net/govt/bids>. You must be a registered document holder to receive official updates and notices on projects. To join the document holder’s list, please see Section III. F. Proposal Holder List of this document for instructions.

D. RFP ADDENDA

Any changes to the RFP requirements will be made by written addenda by GCTC staff and shall be considered part of the RFP upon posting. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

All addenda shall be signed and attached to the PROPOSAL FORM. Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals may be rejected.

E. VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of GCTC shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

F. PROTESTS

Protests regarding any aspect of this RFP must be submitted in writing to GCTC Active Transportation Plan RFP, c/o Mardy Thomas, Principal Planner, P.O. Box 1070, Willows, CA 95988 by 5:00 p.m. on April 19, 2017.

Under certain limited circumstances, and after the protester has exhausted all administrative remedies at GCTC level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract..

Caltrans' review of any protest is limited to:

- 1) Violations of Federal or State law or regulations.
- 2) Violations of GCTC's protest procedures.
- 3) Failure of GCTC to review a complaint or protest.

The protest filed with Caltrans shall:

- 1) Include the name and address of the protester.
- 2) Identify GCTC as the party responsible for the RFP process.
- 3) Contain a statement of the grounds for protest and any supporting documentation.
- 4) Include a copy of the protest filed with GCTC, and a copy of GCTC decision, if any.
- 5) Indicate the desired relief from Caltrans.

Such protests should be sent to:

State of California
Department of Transportation
Division of Transportation Planning, MS 32
PO Box 942874
Sacramento, CA 94274-0001

A copy of such protests should also be sent to GCTC. The deadline for submitting protests to Caltrans prior to proposal opening is April 19, 2017.

III. REQUIRED SUBMITTAL CONTENT AND FORMAT

Proposals must be received by GCTC at the location stated in the “NOTICE OF REQUEST FOR PROPOSALS” prior to and **no later than 4:00 p.m., May 1, 2017. Proposals must be delivered to:**

**Glenn County Active Transportation Plan
c/o Mardy Thomas, Principal Planner
P.O. Box 1070
Willows, CA 95988
Delivery Telephone: (530) 934-6530**

GCTC will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered and will be returned to proposer unopened.

Each PROPOSER must submit at least one (1) original signed copy and five (5) duplicate copies of the complete proposal in sealed envelope(s) marked “Glenn County Active Transportation Plan” and the name of the PROPOSER.

The following are proposal requirements to which respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. Provide the following information in the same sequence as below.

A. GENERAL INFORMATION

- Firm name, address, telephone number, fax number, and e-mail.
- Account representative or other person to contact for clarification of any item contained in the proposal. Include telephone, fax number, and e-mail if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate where you are:
 - Small Business
 - Disadvantaged Business Enterprise
 - Minority and/or Women-Owned Business
- Personnel of the Proposer’s firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A project manager and contact person shall be identified.

- Provide information for sureties – General and Automobile Liability, E/O and Worker’s Compensation.
- References and Referrals.

B. PROPOSED PROJECT APPROACH

Summarize your approach and understanding of the project and any special considerations of which GCTC should be aware. Indicate clearly, the levels of participation you will expect from GCTC staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the project including transportation issues in rural areas.

Consultant shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. This description must indicate:

- Tasks proposed to be completed to meet project objectives.
- Proposed work products for each task.
- Proposed meetings with staff, operations contractor, etc.
- The time required to initiate and complete each task.
- Allocation of cost by task.
- An estimate of the time required from the Notice to Proceed through project completion.
- Samples of graphic layouts representative of those to be included in this project.

Exceptions to the requirements of the RFP should be clearly delineated in this section. In addition, you are invited to include a maximum of two (2) pages of information not requested by this RFP if you feel it may be useful and applicable to this project. The information in this section will aid the GCTC in the refinement of the scope of work during contract negotiations.

C. STAFF QUALIFICATION AND RELATED EXPERIENCE

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credential, related experience and their proposed roles for this contract. Note: Consultant may not substitute any member of the project team without prior written approval of GCTC.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. All

subcontractors should listed and included as part of the Disadvantaged Business Enterprise calculation if applicable.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide, references for the three (3) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

- Name of project
- Project location
- Brief description (project type, functional components, special design considerations, etc.)
- Name of client
- Client contact person and contact information.
- Your firm's specific involvement (i.e. sub-consultant, project lead, etc.)
- The actual cost vs. cost estimate
- Status of completion

D. PROPOSED FEE STRUCTURES AND SCHEDULES

The proposed fee structure and schedule shall be provided under separate, sealed cover as part of the RFP submittal.

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

- Proposers should review the requirements for this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how GCTC will be invoiced for services (i.e. unit or hourly costs). This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive fee schedule as GCTC will not include compensation in the contract for items not addressed.
- Include a total cost to provide service based on the consultants fee schedule and the scope of work outlined in this RFP. This cost will be used as a basis for negotiations. The proposer shall state the total fixed fee(s) to complete the project as described in

Exhibit A. The proposed fixed fee shall cover all service and delivery of all documents specified by the proposed scope of work including:

- All professional services, expenses, insurance, printing, plotting, communications, travel, and profit.
- Submit itemized hourly fee schedule as a basis for additional services.
- The fee proposal submitted under separate sealed cover, along with the proposed project approach, will be used as a basis for any negotiations. Actual scope of services and fees included in the proposal may be negotiated and may vary to satisfy the actual needs and budget of GCTC.

E. CONFLICT OF INTEREST

- Disclose any financial, business or other relationship with GCTC or any member of Glenn County Planning & Public Works Agency staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

F. PROPOSAL HOLDER LIST

You must be a registered document holder to receive official updates and notices on projects. To join the document holder's list, please visit <http://www.countyofglenn.net/govt/bids> and click project bid link or "OPEN PROJECTS" link which will take you to the project as listed on ebidboard.com. Click the project link with this RFP and scroll to the "Docs/Specs" section and click the link to add yourself as a document holder. Please be sure to fill out all information thoroughly and enter a valid e-mail address. Should you have any difficulty in registering, please use the contact information provided in the Notice of Requests for Proposals to request assistance.

Joining the Document Holder's list, and checking to see if there are addenda issued prior to bidding are the sole responsibility of the bidder. GCTC nor Glenn County shall not be responsible or liable for failure of a document holder to receive notification. It is the proposer's responsibility, prior to submitting a bid, to check the website or otherwise inquire to determine whether the GCTC has issued any addenda.

IV. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the consultant in response to this RFP and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretion of GCTC. The process for selection shall occur in the following sequence:

- Review Proposals

- Establish a list of responsive firms
- Interview firms on the established list (at the discretion of GCTC)
- Identify best qualified firm
- Determine which, if any, alternates will be selected and negotiate a fee
- Award contract

A project selection committee, if deemed necessary, will be formed to evaluate the proposals and to make a recommendation to the GCTC. This group may consist of representatives of GCTC staff, members of the GCTC Technical Advisory Committee, and neighboring Regional Transportation Planning Agencies. Composition and creation of this committee, should one be formed, will not be released prior to the time of interviews.

The aforementioned committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview as part of the evaluation process. GCTC does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

A. CRITERIA

The selection committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation should GCTC choose to conduct interviews with firms listed by the selection committee. Proposer fees will be considered after first determining responsive bids and proposer qualifications.

Criteria	As Demonstrated By:	Weight of Criteria
Merit of Proposal/Presentation	<ul style="list-style-type: none"> • Proposal, thoroughness and approach; • Demonstrated understanding of project and requirements. • Proposal content/methodology. 	35
Individual/Firm Qualifications and Expertise	<ul style="list-style-type: none"> • Staff qualifications; • Adequacy of staff to perform work. • Understanding of regional transportation issues • Understanding of pedestrian, bicycle, and Safe Routes-To-School issues in rural areas. 	30
Record of Past Performance	<ul style="list-style-type: none"> • References; • Ability to work effectively with GCTC staff or other public agencies and related parties; • Demonstrated ability to complete work tasks within project timelines and project budgets. 	25
Fees	<ul style="list-style-type: none"> • Reasonableness of costs 	10

Prior to the award of contract, the GCTC must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide service called for under this contract if awarded.

B. BACKGROUND CHECK

The GCTC reserves the right to conduct a background inquiry of proposers which may include the collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the GCTC, the proposer consents to such an inquiry and agrees to make available to GCTC such books and records as GCTC deems necessary to conduct the inquiry.

C. AWARD OF CONTRACT

The successful firm will be required to execute a service agreement with the GCTC. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in GCTC contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the GCTC and without notice to the consultant prior to award of contract.

GCTC does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

V. GENERAL CONDITIONS

A. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State of California and federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not.

By submitting a proposal, the Consultant certifies that he or she will comply with all federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to contracts utilizing federal funds.

B. PERMITS AND LICENSES

If the proposal includes tasks that must be completed by a licensed professional such as an engineer or architect, said personnel shall be identified in the proposal along with their credentials to perform the proposed tasks.

C. INSURANCE AND INDEMNIFICATION

The successful Consultant shall procure and maintain throughout the term of the agreement a policy or policies of insurance providing coverage as set forth below that protect the Consultant and Indemnities from any claims for bodily injury, property damage, or personal injury which may arise out of the Consultants operations under an approved agreement. Liability coverage and limits are outlined below:

Consultant agrees to carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. Contractor shall also carry Workers' Compensations coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

Such insurance shall include the Glenn County Transportation Commission, its appointed officials, officers, and staff as an additional insured, and shall not be reduced or canceled without 30 days written notice delivered to the Glenn County Transportation Commission. Consultant shall provide the Glenn County Transportation Commission with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail

such notice shall impose no obligation or liability of any kind upon the company” or similar language. Consultant’s insurance coverage shall be primary noncontributing insurance as it relates to any other insurance or self-insurance available to the Glenn County Transportation Commission, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the Glenn County Transportation Commission, its officials, employees or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

If successful, Consultant will be required to indemnify, defend and hold harmless the Glenn County Transportation Commission, Glenn County and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with Contractor’s performance of this contract or its failure to comply with any of its obligations contained in the contract, except such loss or damage caused by the sole negligence or willful misconduct of the County. Consultant shall also indemnify the Glenn County Transportation Commission and Glenn County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against the County with respect to Consultant’s independent Contractor status that would establish a liability for failure to make social security or income tax withholding.

VI. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposer’s must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the GCTC, upon which the PROPOSER will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect; the performance of services covered by this solicitation, and is satisfied as to the character, quality and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and

examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the GCTC and clarified prior to the submission of proposals.

Should the proposer feel there has been supplemental or oral modification, it shall be their responsibility to verify said modification in writing prior to submission of the proposal. The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the GCTC. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of the proposer does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The GCTC may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The GCTC reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or conditions claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the GCTC, such information was intended to mislead the GCTC in its evaluation of the proposal, it will be cause for rejection of the proposal.

C. EVALUATION OF PROPOSALS

Evaluation and selection of proposal will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals may be evaluated by a Selection Committee. This group may consist of representatives of GCTC staff, members of the GCTC Technical Advisory Committee, and neighboring Regional Transportation Planning Agencies. In connection with its evaluation, the GCTC may, at its option, invite one or more proposers to make oral presentation to the Selection Committee. During these interviews, the proposer will be allowed to present such evidence as may be appropriate in order that the committee can correctly analyze all materials and documentation submitted as part of the proposals.

The award, if made, will be made within 60 days from the proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of the contract that:

1. Proposer is an independent consultant, not an employee, agent, or officer of the GCTC or Glenn County.
2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should proposer be awarded a contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the GCTC.
4. Proposer shall indemnify and hold harmless the GCTC, Glenn County, their officers, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where cause by the active negligence, sole negligence, or willful misconduct by the GCTC or Glenn County.
5. Proposer shall hold the GCTC harmless from liability of any nature, including costs and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the GCTC or Glenn County with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the GCTC shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the GCTC provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

D. PROPOSAL PRICING GUIDELINES

Proposer shall provide proposed fees and cost information as part of this Request for Proposals. Proposed fees shall be submitted under separate, sealed cover.

E. ASSIGNMENT OF CONTRACT

No assignment by the vendor of the contract or any part hereof, or of funds to be received thereunder, will be binding upon the GCTC unless such assignment had prior written approval and consent of the GCTC. In the event the GCTC gives such consent, the terms and conditions of the agreement shall apply to and bind the party or parties to whom such work is assigned, sublet or transferred.

F. RIGHT TO REQUIRE PERFORMANCE

The failure of the GCTC at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the GCTC thereafter to enforce the same. Nor shall waiver by the GCTC of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

G. ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the GCTC, Glenn County, or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the GCTC.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the GCTC that no relationship exists between the proposer and any GCTC or Glenn County employee, officer, official, or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the GCTC.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that

a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

H. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Glenn laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, disability, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

I. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Glenn County, California.

J. PROPRIETARY INFORMATION

The proposals received shall become property of the GCTC and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after the GCTC has approved award of the contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

K. INCURRING COSTS

The GCTC is not liable for any cost incurred by proposers in responding to this RFP.

VII. PROPOSAL FORM CHECKLIST

ATTACHED TO THIS PROPOSAL ARE THE FOLLOWING ITEMS:

- Any and all Addenda which may have been issued by GCTC in connection with this RFP.
- Proposal (formatted) 1 original and 5 copies
- Proposed Fee Structure and Schedule (separate sealed cover)
- W-9 IRS Tax ID Form

DRAFT AGREEMENT

GLENN COUNTY TRANSPORTATION COMMISSION

CONSULTANT SERVICES TO PREPARE AN ACTIVE TRANSPORTATION PLAN

This AGREEMENT for the preparation of an Active Transportation Plan for the Glenn County Transportation Commission is made and entered into this _____ day of _____ 2017 by and between the Glenn County Transportation Commission hereinafter referred to as "GCTC" and _____, hereinafter referred to as "CONTRACTOR".

1. RESPONSIBILITIES OF CONTRACTOR/SCOPE OF WORK

During the term of this AGREEMENT, CONTRACTOR shall perform all necessary tasks to provide GCTC with an Active Transportation Plan (ATP). The project shall include, but not be limited to updating goals and objectives, conducting analysis and evaluations, recommending and prioritizing projects, as well as the preparation of a draft and final ATP and executive summary for GCTC adoption. The project will require work with GCTC staff and the local agency public works staff.

CONTRACTOR shall perform all tasks, meetings, and meet all deadlines outlined in Exhibit A and as follows:

- A. Conduct a minimum of one preliminary in-person meeting with GCTC staff and technical advisory committee members regarding information transfers, personnel contacts, and ATP format. Conduct up to three additional meetings via teleconference, WebEx or other remote means to present administrative drafts, draft plans, or draft final plans to the technical advisory committee.
- B. Review existing ADA analysis, bicycle, and pedestrian plans in Glenn County.
- C. Prepare a report on existing conditions in Glenn County as they relate to pedestrian, bicycle and Safe Routes-To-School.
- D. Conduct community workshops for the purpose of gathering public input for the ATP in the Glenn County communities of Willows, Orland and Hamilton City prior to development of the draft plan and again before the release of the Draft Final Plan.
- E. Review all public comments received during public hearings and community workshops.
- F. ATP shall contain, at a minimum, the following:
 - A regional pedestrian plan with chapters or sections identified by community within Glenn County.
 - A bicycle plan for the Glenn County region with chapters or sections identified by community within Glenn County.

- A Safe Routes-To-School section including chapters or sections identified by community within Glenn County.
 - A chapter evaluating potential funding sources for projects.
 - Any other applicable plans for Active Transportation Program projects that would put partner agencies in a position to obtain funding.
 - Integration of existing ADA analysis.
 - Conceptual designs for the top three high priority potential projects in each Glenn County community as determined in the community workshops.
 - A chapter defining performance measures and the top ten (or fewer) priority projects that address Active Transportation Program goals.
- G. Make an in-person presentation of the Draft ATP to the GCTC during a regular public meeting. Ten (10) hard copies and two electronic copies (one Microsoft Word version and one PDF) shall be provided by the consultant 14 days prior to the meeting.
- H. All areas of the ATP shall be consistent with the Glenn County General Plan, Willows General Plan, Orland General Plan, and any other applicable transportation or land use plans.
- I. Make an in-person presentation of the Final ATP to the GCTC during a regular public meeting. Production of Final ATP incorporating all revisions, comments, and additional topics identified during the development of the plan. 15 hard copies and an electronic copy of the Final ATP in both a Microsoft Word and PDF shall be provided 10 days prior to the meeting.
- J. All data generated and/or used during the development of the plan shall be provided to the GCTC including all presentation materials (printed or electronic) and data produced during plan development or analysis for the ATP. Data file formats shall be compatible with ESRI's ArcGIS, AutoCAD Civil 3D 2017, Microsoft Office products.

2. RESPONSIBILITIES OF GCTC

During the term of the AGREEMENT, GCTC shall provide CONTRACTOR with any existing plans in its possession that pertain to the ATP, prepare all agreement documents, work with CONTRACTOR to coordinate with local agencies, provide prompt advice and direction in all matters requiring GCTC's attention so as not to unreasonably delay the services, assure that charges are within agreed upon compensation for the services performed, and prepare amendments to this agreement as needed.

3. COMPENSATION

Compensation for all work completed by CONTRACTOR will be paid in accordance with the price proposal attached hereto as "Exhibit B". CONTRACTOR shall submit to GCTC an invoice on a monthly basis for tasks completed in Paragraph 1 together with a statement of services rendered for the development of the ATP.

4. TERM OF AGREEMENT

This AGREEMENT shall become effective on the date first written above and shall terminate on June 30, 2019. CONTRACTOR shall commence performance under the terms of this AGREEMENT upon notice from Staff of the GCTC and shall complete the duties described herein on or before June 30, 2019.

5. TERMINATION

GCTC or CONTRACTOR may terminate this AGREEMENT for one or several of the following reasons:

5.1 BASIS FOR TERMINATION:

FOR CONVENIENCE: GCTC may terminate this AGREEMENT at any time in whole or in part for its convenience and any reason, and without cause, by giving CONTRACTOR sixty (60) days written notice thereof.

FOR MATERIAL BREACH: GCTC may terminate this AGREEMENT upon thirty (30) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the GCTC may without further notice and without suit or other proceedings cancel this AGREEMENT.

FOR BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of GCTC terminate this AGREEMENT.

BY MUTUAL AGREEMENT: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

5.2 COMPENSATION UPON TERMINATION:

Should either party terminate this AGREEMENT, compensation to CONTRACTOR shall be limited to amounts accrued to the date of termination as specified under Paragraph 3 – Compensation.

5.3 TRANSITION TO FUTURE CONTRACTOR

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the GCTC or any future

CONTRACTOR selected by GCTC, CONTRACTOR'S full cooperation in the transition to GCTC or the successor CONTRACTOR.

6. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the GCTC and CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. GCTC's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of GCTC's right to such performance by CONTRACTOR.

7. GCTC DESIGNEE

The EXECUTIVE DIRECTOR of the GCTC or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of GCTC as set forth in the herein AGREEMENT, subsequent to the authorization by the GCTC.

8. CHANGES IN SCOPE OF WORK

It is understood and agreed by GCTC and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope. In each such instance, GCTC and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "C", entitled "APPROVED AMENDMENTS - GCTC AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

9. INDEPENDENT CONTRACTOR

CONTRACTOR'S relationship to GCTC in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of GCTC. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the GCTC.

10. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold harmless the GCTC and all of its officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorneys fees and other costs of defense incurred by GCTC, whether for damage to or loss of property, or injury to or death of person, including properties of GCTC, and injury to or death of any GCTC officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this contract or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the negligence of GCTC. This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

11. INSURANCE; BONDS; PERFORMANCE GUARANTEE

11.1 INSURANCE

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

11.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

11.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, and broad form property damage coverage. Such insurance shall (1) name GCTC and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds; (2) be primary with respect to any insurance or self-insurance programs maintained by the GCTC; and (3) contain standard cross liability provisions.

11.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured

Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5000 per occurrence, (4) name GCTC and all of its elected and appointed officials, officers, employees, volunteers, agents and assigns as insureds; (5) be primary for all purposes; and, (6) contain standard cross liability provisions.

11.1.4 ALL INSURANCE shall contain the following provisions:

- A. Coverage shall be on an “occurrence” basis.
- B. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- C. The Liability policy must cover personal injury as well as bodily injury.
- D. The Liability policy shall include a cross-liability or severability of interest endorsement.
- E. Broad form property damage liability must be afforded.
- F. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- G. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- H. Policies shall name GCTC and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to GCTC and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above, including specific evidence of separate endorsements naming the GCTC and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return

receipt requested, has been given to GCTC. The GCTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. GCTC, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach.

12. ADMINISTRATION

12.1 CONTROL

CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of the GCTC. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR'S performance of services, shall be treated as changes pursuant to Section 5 - Changes in Scope of Work herein.

Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

12.2 FORCE MAJEURE:

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

13. GENERAL PROVISIONS

13.1 CONFLICT OF INTEREST

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

13.2 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

13.3 RECOVERED MATERIALS

CONTRACTOR agrees to with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

13.4 AUDIT; RETENTION OF RECORDS

CONTRACTOR shall allow the authorized representatives of GCTC, the U.S. Department of Transportation, the Comptroller General of the United States, and the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for five years after final payment under this AGREEMENT and until all other pending matters are closed.

13.5 FEDERAL CHANGES

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

13.6 NO OBLIGATION BY THE FEDERAL GOVERNMENT TO THIRD PARTIES

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

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13.7 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program

Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13.8 SUSPENSION AND DEBARMENT

This AGREEMENT is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, which is attached hereto and made a part of this Agreement, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Regional Transit Committee. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Regional Transit Committee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.9 FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

13.10 ENERGY CONSERVATION

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13.11 CIVIL RIGHTS

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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. § 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 Contractor 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 for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

13.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the project shall contain all the provisions of this section.

13.13 COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into contract for Federal Transit Act, Section 18 federal assistance between GCTC and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project".

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of

GCTC if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating GCTC vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

13.14 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 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

13.15 HEADINGS:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

13.16 SALE OR TRANSFER

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the GCTC to such sale, assignment, or transfer. In the event of any violation of this Section, GCTC may immediately terminate this AGREEMENT.

13.17 BINDING

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

13.18 NOTICE

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

GCTC:

Glenn County Transportation Commission
c/o Mardy Thomas, Principal Planner
P.O. Box 1070
Willows, CA 95988

CONTRACTOR:

14. AVAILABILITY OF FUNDS

This project is funded through the use of Rural Planning Assistance monies allocated to GCTC. GCTC's obligation under this contract is contingent upon the availability of this funding from which payment for contract purposes can be made. No legal liability on the part of GCTC for any payment may arise until funds are made available by the California Department of Transportation and until CONTRACTOR receives notice of such availability to be confirmed in writing by the individual authorized in accordance with Paragraph 7-GCTC Designee.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

GLENN TRANSIT SERVICE

CONTRACTOR

By _____
Chair, Glenn County
Transportation Commission

By _____
Authorized Official

WITNESSED:

Title

Federal Tax I.D. Number

By: _____
Di Aulabaugh, Executive Director

Approved as to Form: _____
Alicia Eckland, Legal Counsel

Exhibit A

Contractor Proposal

Exhibit B

Contractor Price Proposal

Exhibit C

Approved Amendments –

GCTC Agreement