# **Request for Proposals**

# for the

# Information Technology (IT) - Managed Services

December 2, 2021

Proposals due by Thursday December 30, 2021

Time: 12:00 pm





Butte County Association of Governments Butte Regional Transit 326 Huss Drive, Suite 150 Chico, CA 95928

(530) 809-4616

# **Table of Contents**

I.	Purpose	4
IJ.	Background	4
III.	Related Project Information	4
IV.	Consultant Scope of Services	6
V.	BCAG Responsibilities	6
VI.	Proposal Content Requirements  a. Introductory Letter  b. Office Location of Prime Consultant  c. Personnel, Qualifications, Experience and References  d. INTENTIONALLY LEFT BLANK  e. Work Plan/Methodology for Managed IT  f. INTENTIONALLKY LEFT BLANK  g. Conflict of Interest Statement  h. Disadvantaged Business Enterprise (DBE)  i. Insurance Coverage  j. Cost, Employee Hours and Rates  k. Title VI Compliance	7 7 7 7 7 8 8 8 8 8
VII.	Proposal Submittal Conditions  1. Modification or Withdrawal of Proposal  2. Signature	9 9 10
VIII.	Rejection of Proposals	9
IX.	Proposal Evaluation	10
X.	Contract Award	10
XI.	Contact Person	11

#### **ATTACHMENTS**

# Proposal Required Attachments/Checklist:

□ Exhibit A – Proposed Scope of Work
□ Form 1 – Equal Employment Opportunity Certification
□ Form 2 – List of Proposed Subcontractors
□ Form 3 – Public Contract Code Section 10162 Questionnaire
□ Form 4 – BCAG – Non-Collusion Affidavit
□ Form 5 – Public Contract Code Section 10285.1 Statement
□ Form 6 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
□ Form 7 – Lobbying Certification
□ Form 8 – Disclosure of Lobbying Activities
□ Form 9 – Proposer Certification Clauses and Proposal Signature Page
□ Form 10 – Consultant Proposal DBE Commitment
□ Form 11 – Current Client References
□ Insurance Certificate
□ W-9

# Proposal Reference Information: (Not required with Proposal Submittal)

Appendix A – Location Maps and Photos:

- Butte Regional Transit and Operations Center (BROTC) Main Campus
- Downtown Transit Center Chico
- Transit Center Oroville

Criteria for Evaluation of Proposal Draft Contract

#### I. Purpose

The Butte County Association of Governments invites proposals from qualified firms or teams to provide Managed Information Technology (IT) services for a 10 – acre campus of 6 buildings consisting of Administration and Operations Building (A,) Maintenance Building (B), Fuel Building (C), Bus Wash (D) and Building Annex (E) including remote transit center locations in Chico, Oroville and soon to be Paradise. The Butte County Association of Governments (BCAG) and Butte Regional Transit (BRT) is a joint powers regional government entity and is located at 326 Huss Drive, in Chico.

The selected consultant must demonstrate exemplary experience and project management skills to coordinate all the hardware and software in use on the campus, and remote locations, with onsite staff in addition to coordinating with multiple vendors providing third party applications, hardware, and software. The contract will be executed for an initial 3 - year term with up to two (2) three (3) year extensions (total max 9 years). Extensions will be at the sole discretion and option of BCAG.

#### II. Background

The Butte County Association of Governments (BCAG), as the state designated Regional Transportation Planning Agency (RTPA), federally designated Metropolitan Planning Organization (MPO) and owner/operator of B-Line, moved into a newly constructed 10 – acre campus of 6 buildings comprising 55,000 square feet of floor space. Significant technological processes were incorporated with specific applications throughout the facility and at remote locations. The campus was occupied beginning in November of 2015.

The facility currently accommodates 12 BCAG/BRT staff in addition to approximately 100 contracted employees with Transdev International. Transdev manages, operates, and maintains the B-Line buses, which is the Butte County regional public transportation system. Transdev IT is supported by an in-house corporate IT team. There is some limited interaction and association with the BCAG/BRT network through administratively managed virtual divisions with permissions and will require coordination with Transdev Corporate IT.

# III. Related Project Information

Following is a listing of existing hardware and software in use on site (not necessarily all inclusive)

#### Representative Hardware

- 38 workstations (Optiplex 7080 Intel Core i5-10500 CPU 3.10 GHz, 16 GB RAM). 12 BCAG staff; up to 26 Transdev staff. Windows 10 2004 w/ Feature Exp. Pack 120.2212.5510.
- Up to 20 local desktop printers in addition to two (2) network printer/copiers (BCAG/Transdev). One desktop hard card stock printer for discounted bus passes.
- 38 Comcast Crexendo Phones Integrated with workstations. 12 BCAG staff. Up to 26 Transdev staff.
- Up to 10 physical servers throughout all campus buildings
- Integrated Comcast Yealink phone system in 3 conference rooms
- 75" 80" Samsung Touchscreens in 4 conference rooms
- BCAG Copy work room Neopost postage machine and PEM unit for printing, testing, and issuing of bus ride passes and tickets.
- 48 local/remote cameras with Exacqvision Client software on campus.
- 12 local/remote cameras at Downtown Transit Center in Chico (2<sup>nd</sup> and Salem Streets)
- 8 local/remote view cameras at Transit Center in Oroville (Spencer Avenue)

# Representative Software and Access Needs

- In addition to the Windows 10 operating system stated above, all computers are equipped with Microsoft Outlook and Microsoft Office with all included productivity modules, i.e. Word, Excel, Power Point, One Note, Publisher, Teams, Etc.
- Adobe Acrobat Pro DC (version 2021.007.20091)
- Up to two stations Adobe Illustrator
- One station with Corel Draw
- Zoom, Web-Ex, Google Meetup and Go-To.
- Catapult CMS; online web modification tool for company website.
- Up to 4 stations running WinDSX; RFID card key management systems
- Up to 4 stations running ExacqVision camera client software for viewing remote cameras on site and at two remote locations in Chico an Oroville
- Up to 2 stations running Compass Ascent Building Management System (BMS) software
- Up to 4 stations accessing state and federal grant/programming software, TrAMS, Grants.gov., SAMS, Blakcats, ctsa, ECHO, Cal SMAR, LGRS, CTIPS, etc.
- Up to 2 stations accessing and interfacing County of Butte accounting software, i.e.,
- Up to 4 stations running/accessing Transit systems dispatch and ticket ride software, i.e., Genfare Inc., Trapeze, TripSpark,
- Up to 2 stations running ArcGIS and ESRI mapping and data tools
- Up to 2 stations running application property management and maintenance software, i.e., Lutron Lighting systems, Matrix Fluids management, Fuel Master.
- Coin and money counting machine and software

#### **Building E Annex:**

Building E houses the BCAG/BRT Executive Board Room and two (2) tenants that lease space from BCAG/BRT. There is one MDF/IDF room with server and switching access. This equipment provides the backbone necessary for the tenants to maintain their own IT services. However, there is interaction with this equipment as it is entirely owned by BCAG. There is also a substantial Audio/Visual system supporting the function of the Board Room. The equipment supports an integrated audio/visual public meeting setting with several wired and wireless devices. This system was installed by a third party and is on a maintenance agreement. However, there BCAG IT integrated within several of the operational aspects of the system.

The above stated hardware and software resides in Main Data (MDF) and Intermediate Data (IDF) Rack throughout the campus. Photos/details of rack locations and hardware contained on the campus of and under the responsibility of or coordinated with BCAG are included in the Appendix of this solicitation.

# <u>Downtown Chico Transit Center – 2nd and Salem St.:</u>

B-Line contractor Transdev staffs the kiosk at the transit center. The kiosk houses several viewing/recording cameras, recording and network equipment through the Exacqvision software and is accessible through AT&T data services. BCAG leases this building form the City of Chico. Although rare, coordination with City of Chico may be required to accomplish certain issues related to IT.

# Oroville Transit Center - Spencer Avenue:

The transit center is a BCAG owned, unstaffed pairing of small masonry block buildings housing several viewing/recording cameras, recording and network equipment through the Exacqvision software and is accessible through Comcast data services. Remote access to these cameras through software is unreliable and needs to be addressed.

# **Equipment Photos and Exhibits:**

Please see the Appendix for descriptions and photos of the equipment locations and spaces expected to be maintained on the 10 - acre campus and remote locations in Chico and Oroville.

## IV. Consultant Scope of Services

#### Managed IT:

The services consist in general, of providing on and off - site management of all IT and computer driven processes, applications (including phones), software, licensing, virus protection, network equipment, racks located throughout the campus in all buildings. The provision of a responsive and efficient Helpdesk functional to the needs of BCAG is required. Of need is a reliable and secure remote desktop access solution when not in the offices of BCAG. Remote access to desktop applications is necessary for all staff and of particular importance for BCAG maintenance and general services personnel.

# Coordination with Third Party Applications:

Because there is an ongoing interaction with third party applications through the network, it is expected there will be a gained understanding of the in - use third party software and hardware being used for those applications. Examples of this are transit routing and cash/money/fare management soft wares, security, fire suppression, alarm, building management system (BMS) and access control systems for internal and external property.

# Coordination with BCAG Contractor Transdev:

Some third - party applications/soft wares are owned by BCAG and used by Transdev and must be understood. Of particular and intensifying concern is the issue of cybersecurity and the management of the BCAG/B-Line/Transdev network relationship, interaction, and potential for increased risks and vulnerabilities respecting these two-way usage arrangements. This is a complex arrangement and must be well understood. It will be imperative for the chosen consultant to work with Transdev IT support to understand their concerns and work on behalf of all parties to find access solutions for the various soft wares that is suitable for BCAG/B-Line/Transdev.

#### Security:

As mentioned above, security has been expressed as a significant concern for our contractor Transdev. BCAG/B-Line do not appear to have any files or data that seemingly is attractive to anyone for the purpose of what drives most cybersecurity concerns. However, it is recognized that innocuous files and infrastructure are targets for compromising efforts. It is expected that an assessment and discussion of what may or may not be useful for BCAG and B-Line be accomplished to better understand the realities and levels of investment required to achieve realistic cybersecurity goals and address vulnerabilities beyond traditional virus protections, if any.

#### Organization and Cleanliness:

It is expected all spaces with racks, hardware and related equipment will be regularly cleaned and organized to prevent dirt and contamination related damage to equipment, all interrelated hardware.

# Initial and Ongoing Assessment and Recommendations:

It is recognized that hardware, software, and applications to accomplish the needs of any workplace have useful lives and often change over time. It will be expected that an initial assessment be accomplished to identify the existing physical network of devices and infrastructure, software, and applications in use to determine the current status of operations and any possible upgrades needed to remedy known problems and issues. Upon a completion and implementation of needs identified in the initial assessment it is understood ongoing assessments of the network inventory will be required such that funding can be programmed with the agency budgeting process to accommodate investments for maintenance and upgrades.

# On-Call and In-person:

It is recognized that most services can and will be provided remotely. There are however times when on site work is required to remedy certain situations or install new hardware. To the extent possible, it is expected this effort will be coordinated and provided with an efficiency that does not significantly impact staff and functions on campus.

#### Disclaimer:

Staff has done its best to identify all hardware, applications, processes known to exist on site or be used by personnel on site. There may be additional items not defined in the RFP that require assessment and understanding.

# V. BCAG Responsibilities

- Provide access to all buildings, equipment, software, applications on the 10 acre campus to include access to the Chico and Oroville satellite locations
- Participate in service, hardware and software planning and budgeting meetings as needed and requested.
- Pay all consultant invoices.

#### VI. Proposal Content Requirements:

Consultants interested in providing the scope of services must submit a proposal by the deadline date and time defined in this RFP. At a minimum, the following information should be included in the proposal, as actual selection will be based on careful consideration of all pertinent data provided.

a. Introductory Letter: A letter describing the firm's interest in providing the scope of services for the project. Indicate the name of the firm submitting the proposal and the name of an individual to contact if further information is desired. This letter should contain a statement of the consultant's basic understanding of the project and be based on existing information available in the RFP, available documents, and from applicable regulations or requirements. This letter should also contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work, and any summary information on the project team or the consultant that may be useful or informative to BCAG. The introductory letter should explain how the prime consultant is qualified to manage the project.

Along with the introductory letter, the consultant should indicate his/her acceptability of the terms and conditions of the standard consultant services agreement contained in

the proposal attachments. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by BCAG. Changes to the agreement may not be considered by BCAG once selection has been made.

- **b.** Office Location of Prime Consultant: The consultant must state where office based and remote work is to be accomplished.
- c. Personnel, Qualifications, Experience and References: Include organizational rt for proposed team(s) and identify the key individuals, who are proposed to be part of the team along with their qualifications and experience as related to the project. Describe the responsibilities of key team members and how the team will interact. Explain how the project team will be managed and techniques that will be used to deliver the managed IT services. The proposal must identify the proposed team members' current work commitments to other services in sufficient detail to indicate the organization, and all the individuals assigned to the project, will be able to meet the needs of BCAG. There must be a well defined level of experience transit agency/contractor relationships (or similar) in establishing the consultant can effectively manage domains, permissions, and security as it resides with each organization. Any change in key personnel after execution of any agreement, must be approved by BCAG before the change is made.

Three (3) References of agency project managers or other responsible individuals, who have recent, direct working experience with the proposed key individuals on similar projects, are strongly recommended and should include the following information:

- Client's (reference) name
- Agency/organization name
- Telephone number and email address
- Brief description of service provided

Note: References with appropriately experience are significant and will be contacted.

#### d. <u>INTENTIONALLY LEFT BLANK</u>

e. Work Plan/Methodology for Managed IT: The work plan will become part of the contract and will serve as the basis for developing Exhibit A Scope of Work for the contract. The work plan is expected to contain a specific and straightforward discussion of the consultant's understanding and development of the requested services as stated in the "Consultant Scope of Services" above. A description of how the objectives will be achieved shall be presented in a logical, innovative manner such that it is clearly understood how the managed IT can efficiently be delivered by individuals who are not implicitly well versed in the field of IT and the support required to maintain it. It is also expected there will be identification of any additional items, not mentioned here, the consultant believes are necessary and inclusive of managed IT.

# f. INTENTIONALLY LEFT BLANK

**g.** Conflict of Interest Statement: The prospective consultant shall disclose any financial interest or relationships that may constitute a conflict of interest in proposing on this request.

h. Disadvantaged Business Enterprise (DBE): It is the policy of BCAG that Disadvantaged Business Enterprises (DBEs), as defined in Title 49 Code of Federal Regulations (CFR), Part 26, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under any agreement. If DBE participation is proposed, the consultant must complete Form 10 Consultant Proposal DBE Commitment and Exhibit 15-H Proposer/Contractor Good Faith Efforts (if applicable). The DBE requirements of Title 49 CFR, Part 26 will apply to any consultant agreement. BCAG's DBE goal for this project is 0.42%. Businesses certified with the California Department of Transportation can be identified at the following:

https://dot.ca.gov/programs/civil-rights/dbe-search

NOTE: It is recognized DBE participation for this solicitation may be neither applicable, possible, or unavailable. Should this be the case for any respective proposer, complete Form 10 as follows:

- Fill in Item 5 with your proposer company name
- Put DNA for Item 6
- Check the Box next to I, stating "No available options to meet DBE requirements"
- **i. Insurance Coverage:** The prospective consultant shall provide a summary of the firm's insurance coverage for:
  - Comprehensive General Liability Insurance
  - Professional Errors and Omissions Insurance
  - Automotive Liability Insurance, and
  - Worker's Compensation Insurance

For additional information regarding insurance requirements, see Attachment I Standard Insurance Requirements – Professional Services.

j. Cost, Employee Hours and Rates: The contract will be a monthly service agreement in place for up to 3 years or as agreed upon by consultant and BCAG. For submittal of the proposal, consultant must show proposed personnel labor, titles and rates that will assigned to the managed IT team. The total cost of the monthly service and any additional costs will be negotiated and agreed upon following final selection of a managed IT consultant.

Note: A total cost is <u>not</u> required to be submitted with the proposal; only the hourly rates charged to individuals proposed to be on the team. The total cost of the services <u>will be</u> included in the final contract upon selection of a consultant.

**k. Title VI Compliance:** BCAG policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

It is the policy of BCAG to encourage and facilitate full and equitable opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further BCAG policy that no discrimination shall be permitted in small

local business participation in BCAG contracts or in the subcontracting of BCAG contracts.

The successful consultant shall comply with the BCAG's non-discrimination policy. Title VI Solicitation Notice: BCAG, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids 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.

BCAG reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of BCAG.

#### VII. Proposal Submittal Conditions

One (1) hard copy and one (1) electronic copy of the Proposal in PDF format should be delivered by mail to the following address:

Butte Regional Transit Managed IT Services Butte County Association of Governments 326 Huss Drive, Suite 150 Chico, CA 95928

Attn: Andy Newsum, Deputy Director

Note: The electronic copy may be emailed to Andy Newsum at anewsum@bcag.org. Submittal deadlines must still be observed.

The Proposal shall contain the "Attachment Checklist" as the first page with all required attachments. The Cost Proposal shall be submitted under a separate cover. The Proposal shall not exceed fifteen (15) single-sided printed pages, excluding cover sheet, table of contents, index sheets and resumes. Double-sided pages will be allowed and counted as two (2) pages. Resumes included with the Proposal shall not exceed one single-sided printed page per person listed in the table of organization.

Proposals received after <u>12:00 PM on Thursday December 30, 2021,</u> will not be considered. All Proposals become the property of BCAG. The cost of preparing, submitting, and presenting a Proposal and participating in an interview are at the sole expense of the consultant. BCAG has the right to reject any or all the Proposals received as a result of this request. Solicitation of Proposals in no way obligates BCAG to contract with any firm or individual. The decision to approve and award a contract is at the discretion of the BCAG Board of Directors and resides within the authority granted to the Executive Director to accomplish the execution of any contract.

#### 1. Modification or Withdrawal of Proposal

Any Proposal received prior to the date and time specified above for receipt or Proposals may be withdrawn or modified by written request of the consultant. To be considered, the modification must be received in writing, and the same number of copies as the original proposal, prior to the date and time specified above for receipt of proposals.

RFP Addendum: Any changes to the RFP requirements (if required) will be made by written addenda by the Project Manager and shall be considered part of the RFP. Upon

issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation and be forwarded to prospective consultants. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal.

<u>Verbal Agreement or Conversation:</u> No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of BCAG shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

Exceptions and Alternatives: Consultants may not, after exhausting protest avenues, take exception or make alterations to any requirement of the RFP. If alternatives or options are proposed, consultant must clearly identify such. BCAG expressly reserves the right in its sole discretion to consider such alternatives and to award a contract based thereon if determined to be in the best interest of BCAG. Since BCAG desires to enter into one contract to provide all the intended services, only those Proposals to provide all service will be considered responsive

#### 2. Signature

Only an individual who is authorized to bind the proposing firm contractually shall sign the "Proposal Certification Clauses and Proposal Signature Page." The signature must indicate the title or position that the individual holds in the firm who is authorized to certify that the Proposal is a firm offer for at least a ninety (90) day period. Submitted proposals shall be rejected if the proposal/Consultant Certification Sheet is not signed.

## VIII. Rejection of Proposals

Failure to meet the requirements of items IV, VI, VII and VIII of this RFP, shall be cause for rejection of the proposal. BCAG may reject any proposal if it is conditional, incomplete, contains irregularities or reflects inordinately high-cost rates. BCAG may waive immaterial deviations in a proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the proposer is awarded the contract.

Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements. Failure to meet the submittal requirements of the proposal shall deem it non-responsive and therefore be cause for rejection.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered. Reasonable grounds for believing that any consultant has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that consultant. If there is reason to believe that collusion exists among the consultants, none of the participants in such collusion will be considered in this or future procurements. The decision to approve and award a contract is at the discretion of the BCAG Board of Directors and resides within the authority granted to the Executive Director to accomplish the execution of any contract.

Proposals that do not establish a comprehensive understanding of what is required from BCAG will not be considered for further evaluation and may be rejected out of hand at the discretion of BCAG.

### IX. Proposal Evaluation

Evaluation of the proposals will be accomplished by a BCAG-appointed selection committee. The selection committee will utilize the included "Criteria for Evaluation of Proposal" for submitted proposal evaluations.

Following proposal evaluations, a "short list" of qualified consultants may be developed by the committee with up to three consultants being invited to interview with the consultant selection committee to explain their relevant experience, approach and methodology. The "short list" will be based on proposal evaluations (see above) and other actions and submissions pursuant to this RFP, information provided by former clients for whom similar work has been performed, and consideration of any exceptions taken to the proposed contract terms and conditions. Following the interview process, the consultant selection committee will rank the interviewed firms. The consultant selection committee may choose to forgo the interview process and begin negotiations with a top ranked consultant. The consultant selection committee may determine none of the submitted proposals and subsequent interviews establish an effective accomplishment of the requested services, end the process without negotiating any agreement.

#### X. Contract Award

Upon recommendation from the consultant selection committee, the Executive Director of BCAG will award the contract to the chosen consultant. The contract is not in force until it is awarded by the Executive Director. In addition, the commencement of any executed agreement may not begin until, yet no later July 1, 2022.

## XI. Contact Person

All questions concerning this Request for Proposal (RFP) may be directed to Andy Newsum, Deputy Director, of the Butte County Association of Governments at (530) 809-4616 or <a href="mailto:anewsum@bcag.org">anewsum@bcag.org</a>.

## PROPOSAL REQUIRED ATTACMHMENTS/CHECKLIST

A complete proposal includes the items identified below. Complete this checklist to confirm the items in your Proposal. Place a check mark or "X" next to each item that you are submitting to BCAG. All Forms identified below are applicable to this Request for Proposal (RFP) and must be returned, as instructed, for your Proposal to be responsive. Return this checklist with your Proposal.

## **Proposal and Forms**

	Together with Exhibit "A" – Proposed Scope of Work, this Checklist must be submitted as a cover with the ng exhibits in Proposal and the Exhibit A:
	Form 1 - Equal Employment Opportunity Certification (Fill in and Sign at Bottom)
	Form 2 - List of Proposed Subcontractors/Subconsultants (Fill out or DNA)
	Form 3 - Public Contract Code Section 10162 Questionnaire (Yes or No)
	Form 4 - BCAG - Non-Collusion Affidavit (Signature at Bottom)
	Form 5 – Public Contract Code Section 10285.1 Statement (Signature at Bottom)
Covere	Form 6 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier d Transaction (Date, Signature Company and Title)
	Form 7 - Lobbying Certification (Fill in, Sign and Date)
	Form 8 - Disclosure of Lobbying Activities (Fill in, Sign and Date)
	Form 9 – Proposer Certification Clauses and Proposal Signature Page (Must be filled out, dated and signed)
	Form 10 – Consultant Proposal DBE Commitment (Must be filled out as indicated) "DBE Information – Good Faith Efforts" (GFE) required with proposal submittal if DBE Goal not met. If goal is met, GFE form not required with submittal
	Form 11 – Current Client References (Must be filled out as indicated)
	Insurance Certificate
	W-9

# **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Proposer/Operator
proposed sub-consultant_(IF NO PROPOSED SUBCONSULTANT INDICATE DNA)
, hereby certifies that he has, has not participated in a previous contract or
subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and
that, he has filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a
Federal Government contracting or administering agency, or the former President's Committee on Equal
Employment Opportunity, all reports due under the applicable filing requirements and has an Affirmative Action
Program/Plan in place that will be utilized for this agreement.
Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1) and must be submitted by Proposer and proposed sub-consultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)
Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.
Proposer and proposed sub-consultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.07(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
The above certification is part of the Proposal. Sign below to acknowledge understanding.
Proposer Signature:

## LIST OF PROPOSED SUBCONTRACTORS

The Proposer/Operator shall list the name and address of each proposed subcontractor, to whom the Proposer/Operator expects to subcontract portions of the work. (If no Subcontracts are proposed please indicate by entering "DNA" (Does Not Apply)

Company:	-						<del></del>		
Address:	3 <del></del>					_	City, State, Zip	·	
Telephone:		)		Fax:		)	emai	I;	
Certified DBE?	_ Yes		No If y	es, pro	vide ce	rtificatio	n #		
Company:									
Address:						<u> </u>	City, State, Zip	:	
Telephone:		)		Fax:		)	emai	l:	
Certified DBE?	_ Yes	i	_ No If y	es, pro	vide ce	rtificatio	n #		
Company:							_		
Address:								:	
Telephone:		)		Fax:		)	emai		
Certified DBE?	_ Yes	1	No If y	es, pro	vide ce	rtificatio	n # ,		<del></del>
Company:							_		
Address:						_	City, State, Zip	:	
Telephone:		)		Fax:		)	emai	l	
Certified DRF?	Ves		No If w	es nro	vide ce	rtification	n #		

# PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE (Must Check Yes or No)

In accordance with Public Contract Code Section 10162, the Proposer/Operator shall complete, under penalty of perjury, the following questionnaire:

#### **QUESTIONNAIRE**

Has the Proposer/Operator, any officer of the Proposer/Operator, or any employee of the Proposer/Operator who has a proprietary interest in the Proposer/Operator, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government PROJECT because of a violation of the law or a safety regulation?

If the answer is Yes, explain the circumstances in the following space.

# BUTTE COUNTY ASSOCIATION OF GOVERNMENTS NON-COLLUSION AFFIDAVIT

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

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

#### **PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with **Public Contract code Section 10232**, the Proposer/Operator, hereby states under penalty of perjury, that no more than one final appealable finding of contempt of court by a federal court has been issued against the Proposer/Operator within the immediately preceding two-year period because of the Proposer/Operator's failure to comply with an order of a federal court which orders the Consultant to comply with an order of the National Labor Relations Board.

Note: The Equal Employment Opportunity Certification (Form 1), the above statement, the Questionnaire (Form 3) and this, this statement and Non-Collusion Affidavit are part of the proposal.

Proposer are cautioned that making a false certification may subject the certifier to criminal prosecution. The above certification is part of the Proposal. Sign below to acknowledge understanding.

<b>Proposer Signature:</b>	
,	

#### **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Proposer/Operator hereby declares under penalty of perjury under the laws of the State of California that the Proposer/Operator has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the proposing upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Proposer/Operator" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

#### **Instructions for Certification**

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BCAG may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to BCAG if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact BCAG for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by BCAG.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

## Form 6 (continued)

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, BCAG may pursue available remedies including suspension and/or debarment.

- 10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date	
Signature	
Company Name	
Title	

# LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that	t:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, any person for influencing or attempting to influence an officer or employee of an 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 contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.	of 1
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 FormLLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]	or
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans, and cooperative agreements) and that all SUBCONSULTANTs shall certify and disclose according	
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
[Note: Pursuant to 31 U.S.C. § $1352(c)(1)-(2)(A)$ , any person who makes a prohibited expenditure or fato file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]	
The CONSULTANT,, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.	
Signature of CONSULTANT'S Authorized Official	
Name and Title of CONSULTANT'S Authorized Official	
Date	

## **DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

	No Lobbying Activities Pefor	med by Prop	oser	(check if true and	skip to signature box beside box 16)
1.	Type of Federal Action:	2. Status of Fed	eral A	Action:	3. Report Type:
	<ul><li>a. contract</li><li>b. grant</li><li>c. cooperative agreement</li><li>d. loan</li><li>e. loan guarantee</li><li>f. loan insurance</li></ul>	a. bid/offer/a b. initial awar c. post-award	d	tion	a. initial b. material change  For Material Change Only: year quarter date of last report
4.	Prime Subawar Tier		5.		ty in No. 4 is Subawardee, Address of Prime:
	Congressional District, if known			Congressional Di	strict, if known
6.	Federal Department/Agency:		7.	Federal Program	Name/Description:
				CFDA Number, if	applicable
8.	Federal Action Number, if known:		9.	Award Amount,	if known:
10.	Name and Address of Lobby Entity     (If individual, last name, first name)	•	b.	Individuals Perfo address if differe (last name, first r	•
	(att	ach Continuation S	heet(s	s) if necessary)	
11.	Amount of Payment (check all that a	apply)	13.	Type of Payme	nt (check all that apply)
	Actual	planned		a. retaine b. one-tin	
12.	, , , , , , , , , , , , , , , , , , , ,	ly):		c. commi	
	<ul><li>a. cash</li><li>b. in-kind; specify: nature_</li></ul>			d. conting e deferre	
					u pecify
14.		ned or to be perfo		and Date(s) of Ser	vice, including

#### Form 8 (continued)

Standard Form LLL Rev. 09-12-97

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

#### Continuation Sheet(s) attached: Yes No 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction. was made or entered into. This disclosure is required Print Name:\_\_\_\_\_ pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,\!000$ and not more than $100,\!000$ for each such failure. Date: Telephone No.: \_\_\_\_\_ Standard For Authorized for Local Reproduction Federal Use Only: Standard Form LLL

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the
  information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last,
  previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
- 5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

#### Form 8 (continued)

Standard Form LLL Rev. 09-12-97

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- 15. Check whether or not a continuation sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

#### PROPOSER CERTIFICATION CLAUSES AND PROPOSAL SIGNATURE PAGE

#### PROPOSER/OPERATOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE</u>: Consultant has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs;
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Consultant may be ineligible for award of any future BCAG agreements if BCAG determines that any of the following has occurred: (1) the Consultant has made a false certification or has violated the certification by failing to carry out the requirements as noted above (GC 8350 et seq.).

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Consultant certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a Federal court, which orders Consultant to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
- 4. <u>UNION ORGANIZING:</u> Consultant hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
- 5. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:</u> Consultant hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

#### Form 9 (continued)

#### **DOING BUSINESS WITH BCAG**

## The following laws apply to persons or entities doing business in the State of California.

- 1. <u>LABOR CODE/WORKERS' COMPENSATION</u>: Consultant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 2. <u>AMERICANS WITH DISABILITIES ACT</u>: Consultant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 3. <u>CONTRACTOR NAME CHANGE</u>: An amendment is required to change the Consultant 's name as listed on this Agreement. Upon receipt of legal documentation of the name change BCAG will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 4. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Consultant is currently qualified to do business in California in order to ensure that all obligations due to BCAG are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Consultant performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 5. <u>RESOLUTION</u>: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 6. <u>AIR OR WATER POLLUTION VIOLATION</u>: Under the State laws, the Consultant shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 7. <u>PAYEE DATA RECORD FORM STD. 204:</u> This form must be completed by all contractors that are not another state agency or other government entity.

#### Form 9 (continued)

By my signature on this proposal I certify, under penalty of perjury under the laws of the state of California that the included questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the Proposer/Operator has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California administrative Code). By my signature on this proposal I Further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 code of Federal Regulations, Part 29 Debarment and Suspension certification are true and correct. (Forms 1-8)

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct and that I am duly authorized to legally bind the prospective Proposer/Operator to the clauses listed above. This certification is made under the laws of the State of California. The <u>undersigned is duly authorized to certify that the contents of the technical proposal are true and accurate and the commitment to perform the requested services is certified for a 90 day period.</u>

Proposer Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

NOTE - If Proposer/Operator is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation: if Proposer/Operator is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership: and if Proposer/Operator is an individual, his signature shall be placed above. If signature is by an agent other than of an officer of a corporation or a member of a partnership, a power of attorney must be on file with BCAG prior to opening proposals or submitted with the proposal; otherwise, the proposal will be discarded as irregular and unauthorized.

#### **CONSULTANT PROPOSAL DBE COMMITMENT**

2. Contract DBE Goal: 0.42%

3. Project Description: Managed IT Services

4. Project Location: Butte County, CA

5. Consultant's Name:

6. Prime Certified DBE:

1. Local Agency: Butte County Association of Governments

	1	T	T T	
7. Description of Work, Service, or Materials Supplied	8, DBE Certification Number	9, DBE Contact Information	10. DBE %	
Local Agency to Complete this Se	etion			
17. Local Agency Contract Number:		11. TOTAL CLAIMED DBE PARTICIPATION		
18. Federal-Aid Project Number:		II. TOTAL CLAIMED DE L'ARTICI	PATION 9	
19. Proposed Contract Execution Date:				
20. Consultant's Ranking after Evaluation:  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms bein regardless of tier. Written confirmation of required.	g claimed for credit, each listed DBE is	
		12. Preparer's Signature	13. Date	
		14. Preparer's Name	15, Phone	
		16. Preparer's Title		

DISTRIBUTION: Original – Included with consultant's proposal to local agency

#### Form 10 (Continued)

#### INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

#### CONSULTANT SECTION

- 1. Local Agency Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal Enter the contract DBE goal percentage as it appears on the projectadvertisement.
- 3. Project Location Enter the project location as it appears on the project advertisement.
- **4. Project Description** Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name Enter the consultant's firm name.
- **6. Prime Certified DBE** Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- **8. DBE Certification Number** Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- **9. DBE Contact Information** Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- **10. DBE** % Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- **11. Total Claimed DBE Participation %** Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information Good Faith Efforts of the LAPM).
- **12. Preparer's Signature** The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone Enter the area code and phone number of the person signing the consultant's DBE commitmentform.
- 16. Preparer's Title Enter the position/title of the person signing the consultant's DBE commitmentform.

#### LOCAL AGENCY SECTION

- 17. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date Enter the proposed contract execution date.
- **20. Consultant's Ranking after Evaluation** Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- **21.** Local Agency Representative's Signature The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date Enter the date the DBE commitment form is signed by the Local Agency Representative.
- **23.** Local Agency Representative's Name Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone Enter the area code and phone number of the person signing the consultant's DBE commitmentform.
- **25.** Local Agency Representative Title Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

# Form 10 (Continued) DBE INFORMATION - GOOD FAITH EFFORTS (REQUIRED IF GOAL NOT MET)

IT solicitations may have no designated DBE options available. If this is the case, please skip to Item I below.

The <u>Butte County Association of Governments</u> established a Disadvantaged Business Enterprise (DBE) goal of <u>0.42%</u> for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Note: If the goal is met, this form is not required with submittal. <u>However, bidders are cautioned to maintain the following information even if the "Proposer/Operator DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.</u>

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A.	The names and dates of each pub placed by the bidder (please attac	•	st for DBE participation for this project was nts or proofs of publication):	S
	Publications		Dates of Advertisement	
В.		p initial solicitations to de	BEs soliciting bids for this project and the cetermine with certainty whether the DBEs records, fax confirmations, etc.):	
	Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates	

# Form 10 (Continued)

C.	The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder wit its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.						
	Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract		
-							
D.	The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:						
	Names, addresses and phone DBEs:	numbers of rejected D	BEs and the reaso	ns for the bid	der's rejection of th		
	5						
	Names, addresses and phone	numbers of firms selec	ted for the work a	bove:			
	·				4		
E.	Efforts made to assist interest technical assistance or inform which was provided to DBEs:		_				
	3 <del>.</del>						
F.	Efforts made to assist interest related assistance or services purchases or leases from the	, excluding supplies and	l equipment the D				

	For	m 10 (Continued)				
G.	The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):					
	Name of Agency/Organization	Method/Date of Contact	Results			
	:					
	Any additional data to support a demonstration of good faith efforts (use additional sheets necessary):					
н.	•	monstration of good faith effo	rts (use additional sheets			
Н.	•	monstration of good faith effo	rts (use additional sheets			
н.	•	monstration of good faith effo	rts (use additional sheets			

**NOTE**: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

# Form 11 CURRENT CLIENT REFERENCES

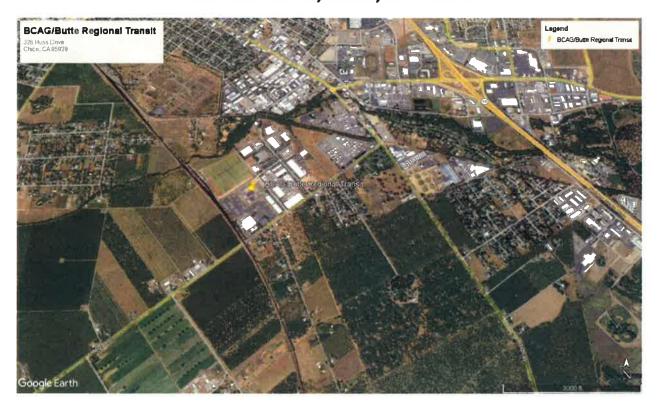
Prime consultant, by its signature below, certifies that the following references supplied to other clients over the last seven (7) years (use additional pages as necessary): (A minimum of 3 are required)

	A	gency Name:	Contact Name, Phone and Email	Year
	1.	9		
	2.	9		
	3.	-	<del></del>	,,
S	ignat	ure:		
Name:		:		
Date:				
Company Name:		any Name:	_ >	
Title:			4	

# **APPENDIX A**

# **Location Map**

# Butte County Association of Governments/Butte Regional Transit 326 Huss Drive, Chico, CA 95928



# BCAG Campus and Building Identification 326 Huss Drive Chico, CA 95928



# **Building A - Administration**



Main Data Framework (MDF) Rack 1. Supplies all access for Building A users and ties to IDF locations throughout campus of 5 buildings



Main Data Framework (MDF) Rack 2. Same as above.

### **Building A – Administration (continued)**



Panoramic View of Electrical Room in Building A. Indicative of general arrangement of electrical service in all buildings depending on size. Also shown control panels for WinDSX RFID system (Black) present in all buildings on campus. Fire Suppression Main Panel (Red)

### **Building B - Maintenance**



Intermediate Data Framework (IDF) – Served by MDF equipment of Building A and houses
Day Wireless two-way radio systems used for transit dispatch. Maintained by others and may
have some interaction with BCAG network infrastructure

## **Building C - Fueling**



Fueling Controls for Matrix and Fuel Master Systems. Maintained by others and may have some interaction with BCAG network infrastructure

Note: Not shown is equipment in Building D – Bus Wash. Aside from Bus washing pumping and tank equipment, electrical set up is similar to Building A - Administration Electrical Room photo.

## **Building E – Annex**



Intermediate Data Framework (IDF) – Served by MDF equipment of Building A and houses all infrastructure for tenants of Building E.



Rack housing all Audio and Visual hardware for integrated functionality of Executive Board Room in Building E. Installed and maintained by others and may have some interaction with BCAG network infrastructure

### **Typical Conference Room Samsung Touchscreens – 4 locations**



75" – 80" touchscreen panels accessible through BCAG and/or Transdev network

# Chico Transit Center, Chico, CA 2nd Street and Salem Street



### **Chico Transit Center – Interior Remote Camera and UPS**



**Interior Remote Camera and UPS** 



Interior Server/Desktop

## **Chico Transit Center (cont'd)**

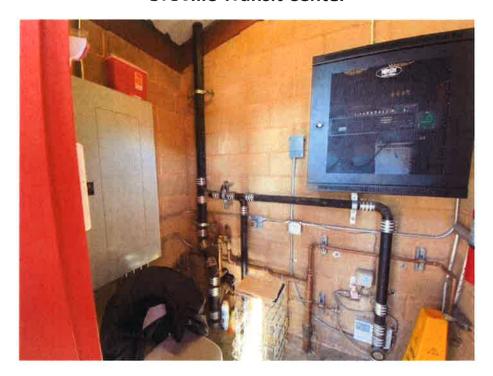


Janitor Closet - No current IT equipment and does house some electrical equipment

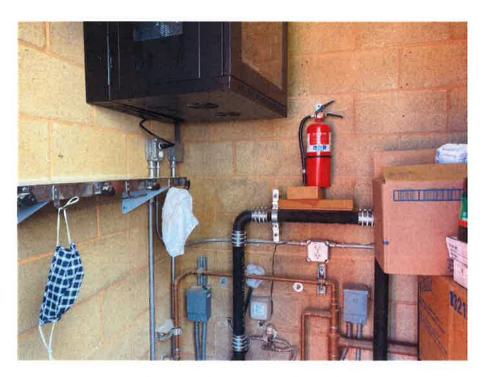
### Oroville Transit Center, Oroville, CA 1465 Spencer Avenue



### **Oroville Transit Center**



South electrical/plumbing/Camera Hardware/Rack



North Janitor/Camera Hardware/Rack

#### **CRITERIA FOR EVALUATION OF PROPOSAL**

	Proposal Evaluation	Maximum Possible Score (Weighted Score)	Score
I.	Introductory Letter and Location of Work	10	
II.	Personnel (5)  Qualifications (15)  Experience (15)  References (15)	50	
Ш.	Work Plan	25	
IV.	Schedule	10	
V.	DBE Commitment	5	

#### **DRAFT CONTRACT**



# BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

Agreement to Prepare the Butte Regional Transit Routing Optimization Study

NOW, THEREFORE, in consideration of the foregoing recital and covenants and

agreements of each of the parties, the parties do agree as follows:

#### **SECTION 1 - ORGANIZATION AND CONTENTS**

SECTION 1 ORGANIZATION AND CONTENTS **SECTION 2** SCOPE OF CONSULTING SERVICES - BASIC **SECTION 3** SCOPE OF CONSULTING SERVICES - ADDITIONAL SECTION 4 NOTICE TO PROCEED; PROGRESS; COMPLETION **SECTION 5** TIME OF PERFORMANCE **SECTION 6** COMPENSATION SECTION 7 **CHANGES TO SCOPE - BASIC SECTION 8 COMPLIANCE WITH LAWS, RULES, REGULATIONS** SECTION 9 **EXHIBITS INCORPORATED SECTION 10** RESPONSIBILITY OF CONSULTANT **SECTION 11** RESPONSIBILITY OF BCAG **SECTION 12** NO OBLIGATION BY THE FEDERAL GOVERNMENT **SECTION 13** TERM **SECTION 14** TERMINATION FOR CONVENIENCE OF BCAG **SECTION 15** TERMINATION OF AGREEMENT FOR CAUSE **SECTION 16 GOVERNMENT-WIDE DEBAREMENT AND SUSPENSION SECTION 17** PRIVACY ACT **SECTION 18** INTEREST OF OFFICIALS AND CONSULTANT **SECTION 19** SUBCONTRACTING **SECTION 20** SUCCESSORS AND ASSIGNS **SECTION 21** INDEPENDENT CONSULTANT **SECTION 22 BREACHES AND DISPUTES SECTION 23 EQUAL EMPLOYMENT OPPORTUNITY SECTION 24 DISAVANTAGED BUSINESS ENTERPRISE SECTION 25** TITLE VI CIVIL RIGHTS LAWS AND REGULATIONS **SECTION 26 PUBLICATIONS SECTION 27 COPYRIGHTS** 

**SECTION 28 INDEMNIFICATION** 

SECTION 29 INSURANCE REQUIREMENTS

SECTION 30 OWNERSHIP OF DOCUMENTS

SECTION 31 ACCESS TO RECORDS

**SECTION 32 NOTICES** 

**SECTION 33 JURISDICTION** 

**SECTION 34 INTEGRATION** 

#### **EXHIBITS**

EXHIBIT A SCOPE OF WORK

EXHIBIT B COMPENSATION

EXHIBIT C CERTIFICATION OF OWNER

EXHIBIT D CERTIFICATION OF CONSULTANT

EXHIBIT E SCOPE OF CONSULTING SERVICES – ADDITIONAL

EXHIBIT F REQUEST FOR PROPOSALS

EXHIBIT G CONTRACTOR'S PROPOSAL

ATTACHMENT I STANDARD INSURANCE REQUIREMENTS (Professional

Services)

Exhibit 10-O2 DBE Utilization

#### **SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC**

CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to BCAG, those items described in "Exhibit A – Scope of Work", attached hereto and incorporated herein by this reference as if set forth in full.

For the purposes of a general description, the work to accomplish under this AGREEMENT is generally referred to as accomplishing the Butte Regional Transit Routing Optimization Study (PROJECT)

CONSULTANT shall submit a detailed progress report to BCAG with each billing invoice describing the progress of the work completed during the billing period.

#### SECTION 3 - SCOPE OF CONSULTING SERVICES - ADDITIONAL

It is understood by BCAG and CONSULTANT that it may be necessary, in connection with this project, for CONSULTANT to perform or secure the performance of related services other than those set forth in "Exhibit A – Scope of Work". In each such instance, CONSULTANT shall advise BCAG, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). CONSULTANT shall not proceed to perform any such additional service until BCAG has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this AGREEMENT, shall be identified and sequentially numbered as "Additional Consulting Service No. 1" and so forth, shall be subject to all of the provisions of this AGREEMENT, and shall be attached as Exhibit "E" entitled "SCOPE OF CONSULTING SERVICES - ADDITIONAL".

#### SECTION 4 - NOTICE TO PROCEED; PROGRESS; COMPLETION

Upon execution of this AGREEMENT by the parties, BCAG shall give CONSULTANT notice to proceed with the work by issuance of signed letter or equivalent. Such notice may authorize CONSULTANT to render all the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, BCAG shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed time -period.

#### **SECTION 5 - TIME OF PERFORMANCE**

CONSULTANT shall commence work upon receipt of Notice to Proceed. The various items involved in the Project shall be completed as indicated in "*Exhibit A – Scope of Work*". CONSULTANT shall complete the performance of its obligations under this AGREEMENT within the specified time - period, unless an extension of time is granted in writing by BCAG, which said extension, if any, shall be granted only for good cause as determined at the sole discretion of BCAG.

#### **SECTION 6 - COMPENSATION**

For services performed pursuant to this AGREEMENT, BCAG agrees to pay CONSULTANT in accordance with the work scope shown in "Exhibit A - Scope of Work". All payment will be based upon the agreed upon monthly service compensation as shown in "Exhibit B - Compensation". Monthly compensation is stated at \$XXXX per month as shown in the estimated budget in "Exhibit B - Compensation", without prior notice by the CONSULTANT and approval in writing by BCAG. Upon clarification of scope, compensation may be adjusted as approved in writing by BCAG.

#### A. Other Direct Costs

The CONSULTANT agrees that the Contract Cost Principles and Procedures, Title 48

CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost. The CONSULTANT also agrees to comply with Title 49 CFR, part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under Title 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, are subject to repayment by CONSULTANT to BCAG.

Other direct costs which may be allowed for compensation are included in "Exhibit B – Compensation" and will be compensated as agreed upon for additional services, labor or equipment as needed during the course of the agreement term.

#### B. Monthly Compensation

CONSULTANT shall be reimbursed monthly no later than thirty (30) days following submission of a written, acceptable billing to BCAG. Said billing shall indicate the number of hours worked by each category of CONSULTANT'S personnel, and the other direct and indirect costs incurred to the date of such billing, if any, and the fixed fee determined proportionately based on the percentage of work completed. BCAG will pay, to CONSULTANT, 100% of submitted monthly invoices for work completed under "Exhibit A - Scope of Work" until 90% of "Exhibits B - Compensation", including any compensation for all agreed upon amendments, has been reached. At this time, the remaining 10% of "Exhibits B - Compensation", including compensation for all agreed upon amendments, will be retained until the completion of all work as defined in "Exhibit A - Scope of Work".

### C. Final Payment (Does not apply for monthly service contracts)

CONSULTANT shall, after the completion of all work under the AGREEMENT, submit a final billing for work done thereunder, and BCAG shall pay the entire sum up to the Cost Ceiling stated in "Exhibit B – Compensation", as found due after deducting therefrom all previous payments. All prior payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of thirty (30) days following submission, by CONSULTANT, of a written acceptable final billing to BCAG or as otherwise determined by BCAG. It is mutually agreed between the parties to this AGREEMENT that no payments made under the AGREEMENT, except the final payment, shall be conclusive evidence of the performance of the AGREEMENT, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials.

#### **SECTION 7 - CHANGES TO SCOPE - BASIC**

BCAG may at any time, and upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this AGREEMENT. CONSULTANT shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify BCAG in writing. Upon AGREEMENT between BCAG and CONSULTANT as to the extent of said impacts on time and compensation, an amendment

to this AGREEMENT shall be prepared describing such changes. Execution of the amendment by BCAG and CONSULTANT shall constitute the CONSULTANT's notice to proceed with the changed scope, including all adjustments in compensation.

### SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS-FEDERAL CHANGES

All services performed by CONSULTANT pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

CONSULTANT shall at all times comply with all applicable regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this contract.

CONSULTANT's failure to so comply shall constitute a material breach of this contract.

#### **SECTION 9 - EXHIBITS INCORPORATED**

All Exhibits referred to in this AGREEMENT and attached to it are hereby incorporated in it by this reference.

#### SECTION 10- RESPONSIBILITY OF CONSULTANT

By executing this AGREEMENT, CONSULTANT warrants to BCAG that he/she possesses, or will arrange to secure from others, all the necessary professional consulting capabilities, experience, resources and facilities to provide to BCAG the services contemplated under this AGREEMENT. CONSULTANT further warrants that he/she will follow the best current, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this AGREEMENT.

#### Program Fraud and False or Fraudulent Statements or Related Acts

- A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.
- B. 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 FHWA 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 CONSULTANT, to the extent the Federal Government deems appropriate.
- C. CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FHWA if applicable. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

#### **SECTION 11 - RESPONSIBILITY OF BCAG**

To the extent appropriate to the project contemplated by this AGREEMENT, BCAG shall:

- A. Assist CONSULTANT by placing at his/her disposal all available information pertinent to the project, including previous reports and any other relevant data.
- B. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his/her services.
- C. Examine all studies, reports, proposals and other documents presented by CONSULTANT, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- D. Designate in writing a person to act as BCAG's representative with respect to all work to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define BCAG's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

#### SECTION 12 - NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. BCAG and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to BCAG, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA as applicable. It is further agreed that the clause shall not be modified, except to identify the sub-CONSULTANT who will be subject to its provisions.

#### **SECTION 13 - TERM**

The term of this AGREEMENT shall commence upon BCAG's issuance to CONSULTANT of a Notice to Proceed for all or a portion of the work as hereinabove provided and shall end upon BCAG's acceptance and payment for such portion of the work as was authorized by such notice. The term of the contract shall be for three years (36 months) in effect from the date of contract execution through XX/XX/XXXX.

#### SECTION 14 - TERMINATION FOR CONVENIENCE OF BCAG

BCAG may terminate this AGREEMENT, in whole or in part, at any time by 30 - day advance written notice to the CONSULTANT when it is in BCAG's best interest. The CONSULTANT shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit its termination claim to BCAG to be paid the CONSULTANT. If the CONSULTANT has any property in its possession belonging to BCAG, the CONSULTANT will account for the same, and dispose of it in the manner BCAG directs. If this contract is terminated, BCAG shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### SECTION 15 - TERMINATION OF AGREEMENT FOR CAUSE

If 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, BCAG may terminate this contract for default. Termination shall be affected by serving a notice of termination on the CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by BCAG that 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 CONSULTANT, BCAG, after setting up a new delivery of performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

- A. BCAG may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:
  - 1. If CONSULTANT fails to perform the services called for by this AGREEMENT within the time(s) specified herein, or any extension thereof; or
  - 2. If CONSULTANT fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) days (or such longer period as BCAG may authorize in writing) after receipt of notice from BCAG specifying such failure.

- B. In the event BCAG terminates this AGREEMENT in whole or in part as provided in Paragraph "A" above, BCAG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- C. Except with respect to defaults of subconsultants, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a subconsultant, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.
- D. Should the AGREEMENT be terminated as provided in Paragraph "A" above, CONSULTANT shall provide BCAG with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, compact disks (CDs), etc., prepared by CONSULTANT pursuant to this AGREEMENT. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as determined by BCAG, less payments of compensation previously made. Payments previously made by BCAG to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of BCAG, it has legitimately earned and was not related to the cause for which this AGREEMENT was terminated.
- E. If after notice of termination of this AGREEMENT, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the AGREEMENT had been terminated for the convenience of BCAG.
- F. Opportunity to Cure: BCAG in its sole discretion may, in the case of a termination for breach or default, allow CONSUTANT ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If CONSULTANT fails to remedy to BCAG's satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within ten (10) days after receipt by CONSULTANT of written notice from BCAG setting forth the nature of said breach or default, BCAG shall have the right to terminate the AGREEMENT without any further obligation to CONSULTANT. Any such termination for default shall not in any way operate to preclude BCAG from also pursuing all available remedies against CONSULTANT and its sureties for said breach or default.

G. **Waiver of Remedies for any Breach:** In the event BCAG elects to waive its remedies for any breach by CONSULTANT of any covenant, term or condition of this AGREEMENT, such waiver by BCAG shall not limit BCAG's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

#### **SECTION 16 – GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

This AGREEMENT is a covered transaction for purposes of 49 CFR Part 29. As such, the CONSULTANT is required to verify that neither the CONSULTANT, or its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

CONSULTANT is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing this agreement and/or submitting a bid, Request for Proposals (RFP) or Request for Qualifications (RFQ), the submission will satisfy the following:

The certification in this clause is a material representation of fact relied upon by BCAG. If it is later determined that the bidder/proposer/submitting body knowingly rendered an erroneous certification, in addition to remedies available to BCAG, 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 AGREEMENT that may arise from this offer. The bidder/proposer/submitting body further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### SECTION 17 - PRIVACY ACT

Contracts Involving Federal Privacy Act Requirements (if applicable) - The following requirements apply to CONSULTANT and its employees that administer any system of records on behalf of the Federal Government under any AGREEMENT:

- A. CONSULTANT 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, CONSULTANT agrees to obtain the express consent of the Federal Government before CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT 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 AGREEMENT.
- B. CONSULTANT 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 FHWA.

#### SECTION 18 - INTEREST OF OFFICIALS AND CONSULTANT

- A. No member of or delegate to the Congress of the United States of America or any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise here from.
- B. CONSULTANT hereby covenants that he or she has, at the time of the execution of this AGREEMENT, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this AGREEMENT. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

#### SECTION 19 – SUBCONTRACTING (IF APPLICABLE)

- A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this AGREEMENT without the prior written approval of BCAG.
- B. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between BCAG and any subconsultants, and no subcontract shall relieve the CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT agrees to be fully responsible to BCAG for the acts and omissions of its subconsultants and of the 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 subconsultants is an independent obligation for BCAG's obligation to make payments to the CONSULTANT.
- C. CONSULTANT shall pay its subconsultants within thirty (30) calendar days from receipt of each payment made to the CONSULTANT by BCAG.
- D. Any substitution of subconsultants must be approved in writing by BCAG's Contract Manager in advance of assigning work to a substitute sub-CONSULTANT.

#### **SECTION 20 - SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding upon and shall insure to the benefit of any successors to or assigns of the parties. CONSULTANT shall not assign, delegate or transfer the rights and duties under this AGREEMENT or any part thereof without the prior written consent of BCAG.

#### **SECTION 21 - INDEPENDENT CONSULTANT**

BCAG and CONSULTANT agree that CONSULTANT is an independent Consultant. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this AGREEMENT. CONSULTANT shall be free to render consulting services to others during the term of this AGREEMENT, so long as such activities do not interfere with or diminish CONSULTANT's ability to fulfill the obligations established herein to BCAG.

#### **SECTION 22 – BREACHES AND DISPUTES**

**Disputes** - Disputes arising in the performance of this AGREEMENT which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BCAG's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, CONSULTANT mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon CONSULTANT and CONSULTANT shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by BCAG, CONSULTANT shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Claims for Damages - Should either party to the AGREEMENT suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this AGREEMENT provides otherwise, all claims, counterclaims, disputes and other matters in question between the BCAG and CONSULTANT arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which BCAG is located.

Rights and Remedies - The duties and obligations imposed by the AGREEMENT Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BCAG or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **SECTION 23 - EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions 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. CONSULTANT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60), the California Fair Employment and Housing Act, and any other applicable Federal and State laws and regulations relating to equal employment opportunity.

#### SECTION 24 - DISADVANTAGED BUSINESS ENTERPRISE (IF APPLICABLE)

- (a) It is the policy of the BCAG and the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement. It is also policy of BCAG to:
  - 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts:
  - 2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
  - 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
  - 4. Ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBE's;
  - 5. Help remove barriers to the participation of DBE's in DOT assisted contracts;
  - 6. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
  - 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

CONSULTANT must satisfy the requirements for DBE participation as set forth herein. There requirements are in addition to all other equal opportunity employment requirement of this agreement. BCAG shall make all determinations with regard to whether or not

- (a) CONSULTANT, sub-recipient or subconsultant shall not discriminate on the basis or race, color, national origin, or sex in the performance of this agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of the agreement, which may result in the termination of the agreement or such other remedy as the recipient 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-responsible. 49 C.F.R. section 26.13(b),
- (b) CONSULTANT agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT and

subconsultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. CONSULTANT and its subconsultants shall not discriminate on the basis of race, creed, national origin, age or sex in the award and performance of federal-assisted contracts.

- (d) CONSULTANT shall cooperate fully with BCAG in meeting any of BCAG's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises. CONSULTANT shall keep records of DBE participation in all activities carried out pursuant to this agreement and shall report to BCAG all such participation and efforts made to encourage DBE participation as required by BCAG.
- (c) BCAG requires CONSULTANT pay subconsultants for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment BCAG makes to CONSULTANT. 49 C.F.R. section 26.29(a).

BCAG's Triennial DBE Goal for FFY 2021-2023 is 0.42%. CONSULTANT shall incorporate the provisions of the following paragraph in all applicable subcontracts.

"This project is subject to Title 49, Code of Federal Regulations (CFR), Part 26, entitled "Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs ("Regulations")." The Regulations in their entirety are incorporated herein by this reference. BCAG has established a Race-Neutral Federal Transportation Administrations (FTA) DBE program. BCAGs Overall DBE Goal for FFY 2021-2023 is 0.42%. It is the policy of BCAG to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts."

A new Overall DBE Goal will be amended in this agreement beyond the FFY 2023 as determined by BCAG. If at any time BCAG has reason to believe that CONSULTANT is in violation of its obligations under this agreement or has otherwise failed to comply with terms of the DBE section, BCAG may in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due to CONSULTANT until such time as the issues concerning the CONSULTANT's compliance are resolved; and
- b. Termination or cancellation of the agreement, in whole or in part, unless the successful CONSULTANT is able to demonstrate within a reasonable time that it is in compliance with the DBE terms state herein.

#### SECTION 25 - TITLE VI CIVIL RIGHTS LAWS AND REGULATIONS

BCAG is an Equal Opportunity Employer. As such, BCAG agrees to comply with all applicable civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, BCAG agrees to comply with the requirements of 49 U.S.C. section 5323 (h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this agreement, the CONSULTANT shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

#### 1. Nondiscrimination

In accordance with Federal transit law at 49 U.S.C. section 5332, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- 2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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 CONSULTANT agrees to comply with any implementing requirements FTA may issue.
- 3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.
- 4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

<u>Sanctions for Noncompliance</u>. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, BCAG shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to CONSULTANT under the contract until the CONSULTANT complies, and/or,
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

#### **SECTION 26 - PUBLICATION**

- A. Any and all reports published by CONSULTANT shall acknowledge that it was prepared in cooperation with BCAG.
- B. Articles, reports, or works reporting on the work provided for herein or on portions thereof which are published by CONSULTANT shall contain in the foreword, preface, or footnote the following statement:

"The contents of this report reflect the view of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views of BCAG. This report does not constitute a standard, specification, or regulation."

#### **SECTION 27 - COPYRIGHTS**

CONSULTANT shall be free to copyright material developed under this AGREEMENT with the provision that BCAG reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

#### **SECTION 28 - INDEMNIFICATION**

CONSULTANT agrees to indemnify and hold BCAG, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liabilities, including all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against BCAG that result from the negligent acts, errors or omissions of CONSULTANT, CONSULTANT's employees, and CONSULTANT's agents. BCAG agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by BCAG's negligent acts, errors or omissions and those of BCAG's CONSULTANTs, sub-CONSULTANTs or anyone for whom BCAG is legally liable, and arising from the project that is the subject of this AGREEMENT.

#### **SECTION 29 - INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the CONSULTANT, his/her agents, representatives, or employees. At the very least, CONSULTANT shall maintain the insurance coverage, limits of coverage and other requirements as described in **Attachment** 

*I (Standard Insurance Requirements [Professional Services])* attached to and made a part of this AGREEMENT.

#### **SECTION 30 - OWNERSHIP OF DOCUMENTS**

Original documents, methodological explanations, digital media, computer programs, drawings, designs and reports generated by this AGREEMENT shall belong to and become the property of BCAG in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of BCAG. BCAG shall indemnify and hold harmless CONSULTANT for any use or reuse of said documents except of the original intent related to the PROJECT covered by this AGREEMENT.

#### **SECTION 31 - ACCESS TO RECORDS**

CONSULTANT shall document the results of the work to the satisfaction of BCAG. Such documentation may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of AGREEMENT objectives.

CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment to CONSULTANT. Such materials shall be available for inspection by authorized representatives of BCAG, or the copies thereof shall be furnished if requested.

CONSULTANT agrees to provide the BCAG, or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

CONSULTANT agrees to maintain all books, records, accounts and reports required under this AGREEMENT for a period of not less than three years after the date of termination or expiration of this AGREEMENT, except in the event of litigation or settlement of claims arising from the performance of this AGREEMENT, in which case CONSULTANT agrees to maintain same until BCAG or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). FHWA does not require the inclusion of these requirements in subcontracts.

#### **SECTION 32 - NOTICES**

Any notices required to be given pursuant to this AGREEMENT shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

A. To BCAG: Andy Newsum, Deputy Director

**Butte County Association of Governments** 

326 Huss Drive, Suite 150

Chico, CA 95928

B. To CONSULTANT: Name, Title

Address Address

City, State, Zip

Nothing hereinabove shall prevent either BCAG or CONSULTANT from personally delivering any such notices to the other.

#### **SECTION 33 – JURISDICTION**

Except as otherwise specifically provided, this AGREEMENT shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this AGREEMENT shall be in that State. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the AGREEMENT shall be in full force and effect.

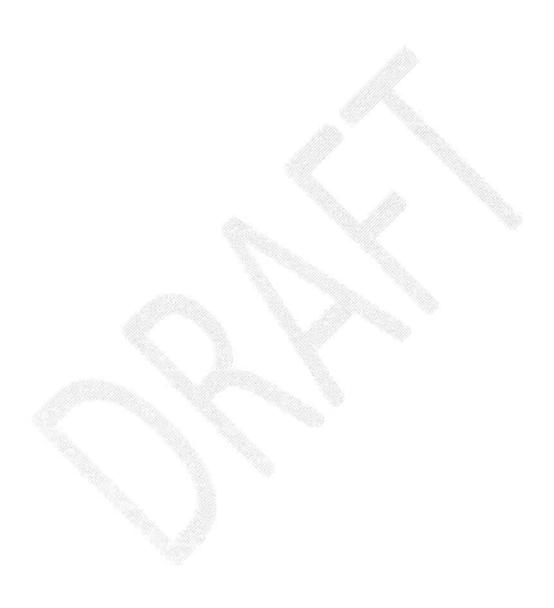
#### **SECTION 34 – INTEGRATION**

This AGREEMENT represents the entire understanding of BCAG and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing signed by BCAG and CONSULTANT. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding AGREEMENT provisions. All contractual provisions required by DOT are hereby incorporated by reference. Anything to the contrary herein notwithstanding DOT mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any BCAG requests causing BCAG to be in violation of DOT terms and conditions

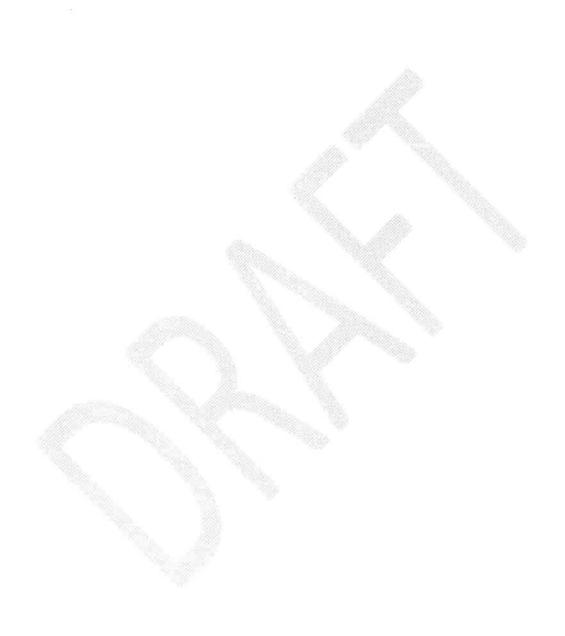
**IN WITNESS WHEREOF,** the parties hereto have made and executed this AGREEMENT the day and year first above written.

BCAG:	CONSULTANT:		
By:	By:Name, Title		
Date:	Date:		

### **EXHIBIT "A" – SCOPE OF WORK**



## **EXHIBIT "B" – COMPENSATION**



### **Exhibit "C" – CERTIFICATION OF OWNER**

I HEREBY CERTIFY that I am the <i>Executive Director of the Butte County Association Governments</i> and that the consulting firm of or its representative.
have not been required, directly or indirectly, as an express or implied condition in connecti with obtaining or carrying out the AGREEMENT to:
a. Employ, retain, agree to employ or retain, any firm or person; or
<ul> <li>Pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.</li> </ul>
I acknowledge that this Certificate is to be made available to the Federal Transit Administration in connection with this AGREEMENT involving participation of Federal Trans Administration funds, and is subject to applicable State and Federal laws, both criminal and civil.
Jon Clark, Executive Director Date

### **EXHIBIT "D" - CERTIFICATION OF CONSULTANT**

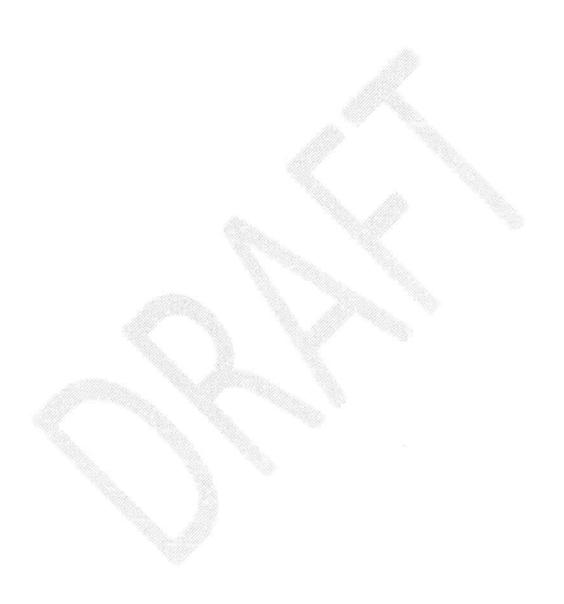
I HEREBY CERTIFY that I am <u>Name</u>, and the duly authorized representative of <u>Consultant</u>, whose address is <u>Address</u>, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- employed or retained for a commissions, percentage, brokerage, contingent fee, or other consideration, any firm or person, (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this AGREEMENT;
- nor agreed, as an express or implied condition, for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT;
- nor paid, or agreed to pay, to any firm, organization or person (other than a bona fide employees working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT.

I acknowledge that this Certificate is to be made available to the Federal Transit Administration in connection with this AGREEMENT involving participation of Federal Transit Administration funds, and is subject to applicable State and Federal laws, both criminal and civil.

	 -	
Signature: Name	Date	
Company		
Title		

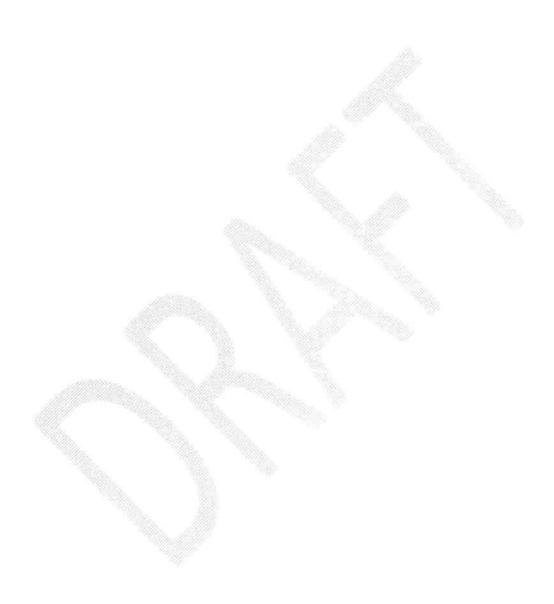
# EXHIBIT "E" – SCOPE OF CONSULTANT SERVICES – ADDITIONAL



## **EXHIBIT "F" – REQUEST FOR PROPOSALS**



## **EXHIBIT "G" – CONTRACTOR'S PROPOSAL**



# ATTACHMENT I – STANDARD INSURANCE REQUIREMENTS (Professional Services)

Before the commencement of work, Consultant shall submit Certificates of Insurance and Endorsements evidencing that Consultant has obtained the following forms of coverage and minimal amounts specified:

#### A. MINIMUM SCOPE OF INSURANCE

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 04 13).
- 2.) Automobile Liability Insurance standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. <u>Construction contracts only</u> Insurance Services Office's Business Auto Coverage form number CA 0001 03 10 covering "any auto".
- 3.) Workers' Compensation Insurance as required by the Labor Code and Employers Liability Insurance.
- **4.)** Professional Liability Insurance when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

#### **B.** MINIMUM LIMITS OF INSURANCE

- 1.) General Liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Consultant or consultant's insurance carrier shall notify BCAG/BRTC if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) Automobile Liability: Policy limits for work in connection with construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Consultant to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Acord form Certificate of Insurance.
- 3.) Workers' Compensation and Employers Liability: Workers' Compensation insurance up to policy limits and Employers Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) <u>Professional Liability Insurance (If not contracting for professional services, delete this paragraph)</u>
  Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

#### C. <u>DEDUCTIBLES</u>

Any deductibles must be declared on certificates of insurance and approved by BCAG/BRTC.

#### D. OTHER INSURANCE PROVISIONS

#### 1. General liability insurance policies shall be endorsed to state:

- a.) BCAG/BRTC, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Consultant, including products and completed operations of the Consultant, premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to BCAG/BRTC, its officers, officials, employees or volunteers. Auto coverage as provided by unendorsed CA 0001 03 10.
- b.) Consultant's insurance coverage shall be primary insurance, except for auto, as respects BCAG/BRTC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by BCAG/BRTC, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c.) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the consultant's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <a href="http://www.ambest.com/">http://www.ambest.com/</a>)

#### F. VERIFICATION OF COVERAGE.

Consultant shall furnish BCAG/BRTC certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by BCAG/BRTC before work under the contract has begun. BCAG/BRTC reserves the right to require complete, certified copies of all insurance policies required by this contract.

#### G. SUBCONTRACTORS.

Consultant shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing BCAG/BRTC certificates of insurance and endorsements before beginning work under this contract.

## **EXHIBIT "10-O2" – DBE Utilization**

To Be Inserted if applicable



#### **EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

<ol> <li>Local Agency:</li> </ol>	butte County Association of Governments							
3. Project		19	V=====================================					
·	Description:							
Project     Location:	4. Project Butte County, CA							
5. Consultant's 6. Prime Certified DBE: 7. Total Contract								
Name:	Amount for ALL	Award Amount:  9. Total Number of <u>ALL</u> Subconsultants:						
Subconsultants								
	Ĭ			13. DBE				
10. Description of	Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	Dollar				
		Number		Amount				
		F .						
	Local Agency to Complete this Section	on	14. TOTAL CLAIMED DBE PARTICIPATION	\$				
20. Local Agency								
21. Federal-Aid Pi				%				
22. Contract Exec	ution Date:							
Local Agency cert this form is comple	ifies that all DBE certifications are valid a ete and accurate.	and information on	IMPORTANT: Identify all DBE firm for credit, regardless of tier. Written of each listed DBE is required.	s being claimed n confirmation				
23. Local Agency	Representative's Signature 24. Da	ate	15. Preparer's Signature	16. Date				
25. Local Agend	cy Representative's Name 26. Ph	none	17. Preparer's Name	18. Phone				
27. Local Agend	cy Representative's Title		19. Preparer's Title					