



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

555 CAPITOL MALL
SUITE 600
SACRAMENTO, CA 95814

P.O. Box 1028
SUSANVILLE, CA 96130

Request for Proposals

Staffing Services to the Lassen County Transportation Commission

RFP Issue Date: **December 20, 2019**

RFP Submission Deadline

Date: **January 31, 2020**
Time: **4:00 P.M.**

BY EMAIL: rfp@sloansakai.com

Vendor registration by providing an email to rfp@sloansakai.com is required in order to receive notice of any addenda or supplements to the request for proposal.

The vendor registration requires the submission of the following information by email to rfp@sloansakai.com:

Name of Individual/Firm: _____

Contact Person: _____

Business Address: _____

Email Address: _____

Telephone: _____

**LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES**

A. INTRODUCTION AND PURPOSE

The Lassen County Transportation Commission (LCTC or Commission) was formed in 1971 with the establishment of the Transportation Development Act, otherwise known as the Mills-Alquist-Deddah Act (SB 325).

The LCTC board is made up of three members selected by the Lassen County Board of Supervisors and three members selected by the Susanville City Council. The LCTC is the Regional Transportation Planning Agency (RTPA) for Lassen County. The LCTC is responsible for regional transportation planning in Lassen County.

Regional transportation planning activities are funded through the Local Transportation Fund (LTF), the State Transit Assistance Fund (STA), and a variety of grant type funding programs. The activities of the LCTC are defined in the annual Overall Work Program (OWP) and the Regional Transportation Plan (RTP) adopted every 4 years.

LCTC is seeking proposals from independent contractors (consultants) who are staffed to offer a wide-range of professional services to support the LCTC in fulfilling its administrative, fiscal and some statutory transportation planning responsibilities and mandates. The specific functional areas of work sought by the LCTC would require the selected consultant to perform as the LCTC's Executive Secretary, Clerk of the Commission, Fiscal Staff, and Planning Staff. The proposed starting date to begin supplying these services is April 1, 2020.

The LCTC does not have any employees. Until 2017 the County of Lassen provided executive secretary, clerk of the commission, fiscal, and planning staffing and services to the LCTC since 1971. Most recently LCTC staffing has been through consulting agreements. The consultant selected will be an independent contractor, and not an employee, of LCTC, and is required to comply with the new California requirements imposed by AB 5 to qualify as a business to business independent contractor.

The purpose this request for proposals is to invite open competition from highly qualified firms and/or individual(s) who can offer staffing and services to the LCTC for the scope of services described below.

B. SCOPE OF SERVICES

The LCTC is seeking an independent contractor (consultant) who can offer a complete range of executive, administrative, planning, and fiscal services. The performance of the consultant's work shall be done in a manner that is consistent with applicable federal, state, and local laws, rules, regulations, codes, agreements, and guidance and information from applicable sources, including but not limited to the regional transportation plan guidelines for regional transportation planning agencies and the local assistance procedures manual.

Requested Scope of Services:

Executive Secretary's Administrative and Fiscal Responsibilities, generally

- 1) Serve the LCTC as its primary administration and fiscal liaison between the LCTC, local agencies, and Caltrans.
- 2) Serve as the LCTC as its primary administrative and fiscal liaison for tribal consultations with Native American Tribal officials and representatives within LCTC's jurisdiction (i.e. Susanville Indian Rancheria, City of Susanville, and County of Lassen)
- 3) Coordinate all functions of LCTC as required by the California Transportation Development Act, including but not limited to providing instructions to County Auditor for processing payment to eligible claimants; Unmet Transit Needs hearings and staff analysis; coordinate meetings of Social Service Transportation Advisory Council.
- 4) Monitor and evaluate legislation that is relevant to transportation and transit; if requested by the LCTC, engage with state and federal elected officials
- 5) Serve the LCTC as the primary liaison from the LCTC to California Department of Transportation (Caltrans) and California Transportation Commission (CTC) representatives
- 6) Attend all Lassen County Transportation Commission meetings
- 7) Attend all Lassen Transit Service Agency (LTSA) meetings
- 8) Attend California Transportation Commission (CTC) meetings, as needed

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

- 9) Attend and participate in local and regional transportation meetings, including the Rural Counties Task Force, Regional Transportation Planning Agency and North State Super Region meetings
- 10) Coordinate with local agencies in a lead capacity preparing the LCTC's Regional Transportation Improvement Program (RTIP).
- 11) Serve as the primary technical advisor to the LCTC on all matters that the LCTC must successfully perform; work effectively with LCTC Legal Counsel.
- 12) Prepare and update administrative and fiscal documents and budgets, including LCTC's overall work program budget and budgets for other related programs
- 13) Execute federal and state reimbursement agreements.
- 14) Perform state and federally required monitoring and reporting for all fund types granted to the LCTC
- 15) Execute fiscal and performance audits
- 16) Prepare and keep current LCTC policies and procedures

Clerk of the Commission Responsibilities, generally

- 17) Serve as the LCTC Clerk of the Commission by preparing and noticing LCTC meeting agendas, hosting LCTC meetings, clerking and recording proceedings, preparing minutes; prepare, submit and advertise all necessary legal notices
- 18) Provide for public access to LCTC meetings, documents and records; respond timely to requests for public information.
- 19) Maintain LCTC's legislative history
- 20) Create, maintain, and update regularly LCTC's website and web pages; meet with citizens and stakeholders; perform public relations functions, as requested.

Planning Responsibilities, generally

- 21) Seek, prepare and submit applications and requests for grant and other funding opportunities, and if successful, perform project administration, fiscal oversight, procurement and contract management to accomplish and implement the award
- 22) Perform procurement and contract management to fulfill LCTC's planning responsibilities to coordinate the preparation of updates and amendments (e.g. RTP Amendment) to the LCTC's planning documents, including but not limited to the Regional Transportation Plan, Bikeways Plan, Transit Development Plan, etc.)
- 23) Upon receiving guidance from Caltrans, prepare and complete minor revisions and administrative modifications to LCTC's planning documents.
- 24) Assume all contract management responsibilities for existing work being performed by independent consultants/contractors, as identified in Attachment I: Existing Professional Services Agreements and LCTC Work
- 25) Prepare the annual Overall Work Program
- 26) Coordinate public engagement for core planning work including work in this scope of services (RTIP, RTP, Bikeway Plan, etc.).
- 27) Analyze and make recommendations to the LCTC regarding transportation and transit funding requests.
- 28) Prepare and keep current LCTC policies and operating procedures; work effectively with LCTC Legal Counsel
- 29) Process all required agreements and distribute funds related to Regional Surface Transportation Program (RSTP)
- 30) Coordinate the planning, programming and monitoring for State Transportation Improvement Program (STIP)
- 31) Administer the Active Transportation Program (ATP) funds
- 32) Administer the Local Assistance funds
- 33) Administer Transportation Development Act and Regional Planning Assistance (RPA) funds

C. TERM

The duration of the contracting period is anticipated to have an initial term of 3 (three) years, with the LCTC reserving the right to offer an agreement modification to add up to two additional one-year terms.

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

D. PROPOSAL REQUIREMENTS

Proposals that do not contain the required contents as identified herein may be considered as non-responsive proposals and therefore may be rejected from participating further in this procurement process.

Proposal Required Contents:

- 1) Attachment A – Statement of Responsibility
 - 2) Attachment B – Certifications
 - 3) Attachment C – Proposal Checklist
 - 4) Executive summary of proposal
 - a) Specifically provide a description of the processes, methodologies, and approaches to be used to accomplish the scope of services outlined in this RFP.
 - 5) Qualifications and Experience relative to the Scope of Work:
 - a) Describe Qualifications. Be precise and describe qualifications as they relate specifically to the scope of work specified in this RFP. Identify total number of years in operation.
 - b) Summarize Experience and Identify Staff. Provide resumes of staff to clearly identify personal experience and professional qualifications, certifications and licenses germane to the work. Identify staff who will be responsible for providing day-to-day services to the LCTC, specifically:
 - (1) Executive Secretary Services
 - (2) Clerk of the Board Services
 - (3) Fiscal Services
 - (4) Planning Services
 - (5) Grant Writing (Funding Application) Services
 - 6) References –
 - a) Provide a list of similar or comparable work for other governmental agencies. The most recent work first. Describe scope of provided services. Include client name, responsible person, scope of work, cost, duration of work, and contact information. At least three references are preferred.
 - b) Upon request by the LCTC, Consultant shall provide written consent permitting the LCTC to obtain personal experience and professional qualifications information about the contractor from third parties, releasing third parties from liability for disclosing such information to LCTC.
 - 7) Proposal lump sum estimate, payments and narrative:
 - a) The anticipated budget range for this work is approximately \$170,000.00 to \$300,000.00, annually.
 - b) Attachment D, Caltrans Exhibit 10-H1 Cost Proposal must be submitted.
 - c) Provide a proposed Lump Sum Fee estimate (annual cost) with proposed monthly payment schedule. Include an annual cost for providing the scope of services for a period of three years. and narrative work plan (annual).
 - d) The following items must be included in the proposal and all unit rates must be extended and totaled:
 1. Personal service costs showing individual or position rates per unit of time;
 2. Fringe benefits cost citing actual benefits or a percentage of personal services cost;
 3. Operating expenses including rent and supplies;
 4. Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract;
 5. Travel expenses and per diem rates set at the rate specified by CalHR for similar employees or verification supplied that such rates are not available to the contractor;
 6. Overhead;
 7. Other specific breakdown required.
- NOTE: LCTC will provide meeting space for regular and special LCTC meetings (including ad hoc and standing committee meetings) as its sole cost and expense.***
- 8) Attachment E – Exceptions to RFP
 - 9) Attachment F – Certificate of Non-collusion
 - 10) Attachment G – Sample Consultant Agreement
 - 11) Attachment H – Identification of Sub-consultant(s) and Sub-consultant(s) proposal(s)
 - 12) Attachment I - Acknowledgement of receipt of addenda, if applicable
 - 13) Attachment J – Statement of Compliance

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

Note: A proposal (Prime-consultant) may include to offer the services of one or more sub-consultants to fulfill any of the functions identified in the scope of services. It is the responsibility of the proposer to ensure that their Sub-consultants have included ALL of the "Proposal Required Contents" specified herein. The Prime-consultant and its sub-consultant proposals will undergo the evaluation and selection process as one proposal, and the Prime-consultant's proposal may be disqualified from participating in the selection and evaluation process by the LCTC for any reason that the LCTC finds the sub-consultant's proposal to be not acceptable or incomplete.

Submittal Instructions

Each proposer must submit: One (1) signed original hard-copy proposal (including any sub-consultant proposal) with eight (8) hard-copies and one (1) Adobe Portable Document Format (PDF) file format of its proposal in a compact disc or USB drive.

Proposals must be provided in a sealed envelope or package, clearly marked "LCTC RFP", and delivered by 4:00 PM January 31, 2020 to:

Lassen County Transportation Commission
C/O Sloan Sakai
555 Capitol Mall, Suite 600
Sacramento, CA 95814

Late or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. ***Any proposal that is received after the date and time specified will not be considered.***

E. GENERAL CONDITIONS

- 1) Consultant and its sub-consultants may undergo a pre-award or post-award audit, or both, through Caltrans' Audits and Investigations (A&I), other state audit organizations, local auditor, LCTC's independent outside auditor, or the federal government.
- 2) Unsigned proposals (including sub-consultant proposals) or proposals signed by an individual not authorized to bind the prospective Consultant and Sub-Consultant will be considered nonresponsive and rejected.
- 3) All proposals (including proposals from sub-consultants) will remain in effect and legally binding for at least 90 days from the opening date. Prices quoted shall be valid for at 90 days following the proposal submission deadline. If a professional services agreement is entered into as a result of this RFP, any modification of prices quoted may be amended pursuant to the terms and conditions of that agreement.
- 4) Proposers or its sub-consultants are expected to examine, understand and adhere to all requirements and instructions described in this RFP or described by addenda to the RFP. Failure to do so will be at the proposer's risk.
- 5) Any Proposal or its sub-consultants that fails to contain the required contents, as specified in this RFP, may be considered non-responsive and rejected by the LCTC.
- 6) Everything written in the proposal must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the proposal.
- 7) Late, telephone, email or facsimile delivered proposals will not be accepted.

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

GENERAL CONDITIONS, continued:

- 8) All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by a proposer shall become the property of the LCTC.
- 9) The LCTC reserves the right and discretion to interview, ask questions, make corrections and receive information from a proposer.
 - a) The LCTC may request a proposer to clarify or correct any item of information or fact in a proposal that the LCTC believes to be in error. The LCTC may also correct obvious clerical errors.
 - b) An error in a proposal may cause the rejection of that proposal; however, when a proposal contains all of the contents required by this RFP the LCTC may, in its sole discretion, retain the proposal and make the correction or ask the proposer to do so.
- 10) A sample consultant agreement is included with this request for proposals. Proposals shall be presumed to be in agreement with terms, conditions, requirements and scope of work contained in the RFP and the professional services agreement. LCTC reserves the right to accept, negotiate or reject any exceptions requested by a proposer. If selected, proposers should be prepared to meet the insurance requirements in the sample agreement.

F. SCHEDULE

Release Request for Proposals	December 20, 2019
Last day to submit RFP Questions	January 10, 2020 5:00 pm
Responses/Answers to Questions	January 17, 2020 (may be extended by LCTC staff)
RFP Submission Deadline	January 31, 2020 4:00 pm
Proposal Evaluation	TBD – as early as February 3, 2020
Proposal Interviews	TBD – as early as February 10, 2020
Selection	TBD – as early as February 10, 2020
LCTC Award	TBD – proposed March 9, 2020
Approximate Contract Start Date	TBD – as early as April 1, 2020

G. EVALUATION AND SELECTION

The LCTC reserves the right to select the proposal which in the LCTC's sole judgement best meets the needs of the LCTC. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** While it is the intent of the LCTC to award a professional services agreement, the LCTC retains the right to reject any or all proposals at any time it so desires.

All contact with the LCTC during the evaluation phase shall be through DeeAnne Gillick, Lassen County Transportation Commission, General Counsel, or her designee, only. Proposers shall neither contact, ask questions, nor lobby the City of Susanville, LCTC or LCTC commissioners or its evaluators during this procurement and during the evaluation process.

Evaluation Phases

The evaluation phase will begin with a Technical Evaluation by the LCTC. The Technical Evaluation will review each proposal (including its sub-consultant's proposal) for having the required contents and information, as specified in this RFP. Any proposal passing the Technical Evaluation will then proceed to the Written and Interview Evaluation Phases of this procurement.

The Interview Evaluation Phase include oral interviews by the LCTC with the proposer/consultant. Interviews are tentatively scheduled for February 10, 2020, but subject to change at the prerogative of the LCTC. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Scoring

Technical evaluations are pass/fail. A proposal is must receive a passing result for all criterion identified to proceed. Other evaluations will employ a zero (0) to five (5) rating scale, as described below:

**LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES**

Rating		Assessment
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

Examples of Evaluation Scoring

No.	Technical Evaluation	Result
1	Proposal Contents	Pass/Fail

NOTE: Proposals must receive a passing score in the Technical Evaluation for both Proposal Contents and Conflict of Interest in order for the proposal to proceed to the written and interview evaluation phases.

No.	Written Proposal Evaluation, Part A	Rating Scale Low-High
1	Executive Summary – Clarity of Proposal	0 1 2 3 4 5
2	Qualifications & Experience	0 1 2 3 4 5
3	Understanding of Scope of Services	0 1 2 3 4 5
4	Cost Plan and Narrative	0 1 2 3 4 5
5	Local Presence/Availability	0 1 2 3 4 5
6	References or experience with similar work	0 1 2 3 4 5
Subtotal:		0 - 30

No.	Interview Evaluation, Part B	Rating Scale Low-High
1	Presentation	0 1 2 3 4 5
2	Q&A Response to panel questions	0 1 2 3 4 5
Subtotal:		0-10

Part	Subtotals	Final Score
A.	Written Evaluation	From Part A

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

B.	Interview Evaluation	From Part B
Total:		0-40

Technical Evaluation Guidelines

1. Proposal Contents

Pass/Fail - Proposals (including sub-consultant's proposals) that do not contain the required contents of this RFP are non-responsive proposals and therefore are disqualified automatically from participating further in the selection process.

Written Evaluation Guidelines

1. Executive Summary (0 – 5 points)

Responses by both the proposer and any sub-consultants in this criteria are clear, concise and completely understandable by the LCTC. The Executive Summary clearly articulates the proposer's understanding of the work and the needs and requirements of the LCTC. The Executive Summary is signed by the firm's authorized representative who is in complete agreement with terms, conditions, requirements and scope of work contained in the RFP and the professional services agreement, and does not request exceptions to the scope of work. If the signatory is not signed by the firm's authorized representative, then the Executive Summary may be considered incomplete or if the proposer asks for major exceptions to the work, then executive summary may be rated a Not Acceptable (score of 0).

2. Qualifications & Experience (0 – 5 points)

The proposal and sub-consultant's proposal identifies who will be responsible for performing the scope of services on a day-to-day basis. Responses describe how the individual who is to be assigned to perform the work has the capacity, professional experience and qualifications to perform the work. If proposal does not clearly, concisely, and completely describe who will be assigned the work or the proposer's experience, qualifications is not consistent with the scope of services or offers sub-consultants to perform all or part of the work then the proposal may be considered to be incomplete in this criterion and may be rated a Not Acceptable (score of 0).

NOTE: Evaluators shall take into consideration that promotional materials may be attached, but are not necessary, and the absence of such materials should not be considered by the LCTC as being non-responsive to the RFP

3. Understanding of Scope of Services (0 – 5 points)

The proposal and any sub-consultant proposal is easy to understand. It is clear about how the LCTC is to conduct business. It discusses how relevant policies, procedures, rules, regulations and guidelines control the work, especially the role and responsibilities of other agencies. The proposal describes how it will implement all phases of the scope of services on a day to day basis. If the proposal is not clear about how its staff will perform the work, then the proposal may be considered incomplete in this criterion and may be related Not Acceptable (score of 0)

4. Lump sum budget and Narrative (0-5 points)

The proposal contains an estimated lump sum budget (annual) and monthly payments to perform the scope of services. The budget includes a work plan that is easy to understand, and based upon typical duties and responsibilities of a regional transportation planning agency. The proposal lump sum estimate, payments and narrative contain all of the required information pursuant to Section D.6) of this RFP including Attachment D, Caltrans Form 10-H1. The proposal provides fixed fees or costs for non-staff work. Fees for staff are based on a time and materials basis payment model, identifying hourly rates by name for primary personnel or by title and role for support staff. If the proposal is not understandable and/or costs and fees are not itemized (i.e. offered as a lump sum) then the proposal may be considered incomplete in this criterion and may be related Not Acceptable (score of 0)

5. Local Presence/Availability (0-5 points)

**LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES**

The proposal identifies how it will be available to deliver the scope of services, addressing the individual's or firm's ability on a day-to-day basis during customary business hours beginning on April 1, 2020.

6. References (0-5 points)

Proposal includes reference from transportation planning agency clients.

Interview Evaluation Guidelines

1. Presentation (0-5points)

Individual or team presentation of proposal. Presentation is structured and organized. Information provided is clear, concise and understandable. Presenter completes presentation within allotted time (time allotted by Chairperson of LCTC). A no-show for an interview (including a no-show by a sub-consultant) is to be considered as a de-facto withdrawal by the proposer from further consideration for this request and procurement process.

2. Q&A Response to Panel Questions (0-5 points)

Proposer provides responses to various questions from interview panel. Individual or team listens to questions and responds with precise answers.

H. SELECTION

This RFP does not commit the LCTC to award a professional service agreement (contract). The LCTC reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual/firm, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the LCTC to do so. Furthermore, a contract award may not be made based solely on price. If the LCTC makes a recommendation to negotiate or award of a contract, the contract will not be in force until it is approved and fully executed by and between the consultant the LCTC

All risk, costs, expenses and actions incurred by the proposer in the participation, preparation and submittal of any proposal, including site visits and the interview process, or any other actions related to responding to this RFP shall be at the risk and responsibility of the proposer.

I. QUESTIONS - CONTACT PERSON

Any questions related to this RFP shall be submitted in writing to the attention DeeAnne Gillick by email to rfp@sloansakai.com. Questions shall be received before 5:00 PM on January 10, 2020. Responses to questions will be replied to by email from rfp@sloansakai.com on or about January 17, 2019.

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT A – STATEMENT OF RESPONSIBILITY

NOTE: This Statement of Responsibility (Signature Page) must be submitted with your proposal in order for your proposal to not be rejected.

VENDOR AUTHORIZED REPRESENTATIVE

INDIVIDUAL OR COMPANY NAME:

TYPE OF BUSINESS (select): Sole Proprietorship, Corporation, Limited Liability Company, Limited Partnership, General Partnership, Limited Liability Partnership. NOTE: Business must qualify as an independent contractor pursuant to AB 5 consistent with the requirements of Section 2750.3 of the California Labor Code.

AUTHORIZED REPRESENTATIVE*:

TITLE:

TELEPHONE:

EMAIL:

FAX:

PROPOSAL CONTACT INFORMATION (If different from above)

CONTACT PERSON:

TITLE:

TELEPHONE:

EMAIL:

FAX:

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT B – CERTIFICATIONS

NOTE: Attachment B – Certifications must be submitted with your proposal in order for your proposal to not be rejected.

- 1) Do you agree to comply with the proposal requirements, general conditions, schedule, and evaluation and selection process during the procurement process?

Authorized Representative's Response to Certification 1: ☐ YES ☐ NO

- 2) Are you, your business or employees (including sub-consultants) qualified independent contractors consistent with the requirements of AB 5, including California Labor Code section 2750.3.

Authorized Representative's Response to Certification 2: ☐ YES ☐ NO

- 3) Do you agree to provide the LCTC with any LCTC requested information that the LCTC determines is necessary to verify the experience, qualifications and financial capacity of you or your firm to supply the scope of services to the LCTC as submitted in your proposal?

Authorized Representative's Response to Certification 3: ☐ YES ☐ NO

- 4) Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

Authorized Representative's Response to Certification 4: ☐ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities are true and correct.

Individual/Business Name: _____

Authorized Representative: _____
(Printed name)

Signature: _____ Date: _____

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT C – PROPOSAL CHECKLIST

NOTE: Attachment C – Proposal Checklist must be submitted with your proposal (including a checklist by any sub-consultant)

Item	Page Number
Attachment A – Statement of Responsibility	
Attachment B - Certifications	
Attachment C – Proposal Checklist	
Executive Summary of Proposal	
Qualifications and Experience	
Resume(s) of Staff, roles and responsibilities	
Summary of Experience, Professional Qualifications	
References	
Attachment D – Caltrans Form 10-H1 Proposal Lump Sum Estimate, Payment Schedule and Narrative	
Lump Sum Fee Estimate	
Payment Schedule and Narrative	
Explanation of Fees, Costs, Expenses	
Attachment E – Exception to RFP	
Attachment F – Certificate of Non-collusion	
Attachment G – Sample Consultant Agreement	EXCLUDE
Attachment H – Sub-consultant(s) Proposal(s)	
Attachment I – Acknowledgement of receipt of Addenda	
Attachment J – Statement of Compliance	

Individual/Business Name: _____

Authorized Representative: _____
(Printed name)

Signature: _____ Date: _____

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT D – CALTRANS FORM EXHIBIT 10-H1 COST PROPOSAL

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	_____	_____	\$ _____	\$ _____

LABOR COSTS

a) Subtotal Direct Labor Costs \$ _____

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ _____**INDIRECT COSTS**

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____

Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ _____**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee _____%** \$ _____**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ _____**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \$ _____

Subconsultant 2: \$ _____

Subconsultant 3: \$ _____

Subconsultant 4: \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ _____**TOTAL COST [(c) + (j) + (k) + (n)]** \$ _____**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT E – EXCEPTIONS TO RFP

(Instructions: Identify any exceptions/exclusions/assumptions to the scope of services or about the sample professional services agreement by indicating the page number and description of the exception. Be specific. Attach pages, if necessary.)

I/we have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:

☐ NONE

Page No	Description

Individual/Business Name: _____

Authorized Representative: _____
(Printed name)

Signature: _____ Date: _____

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT F – CERTIFICATE OF NON-COLLUSION

NOTE: Attachment E – Certificate of Non-Collusion must be submitted with your proposal in order for your proposal to not be rejected.

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Individual/Business Name: _____

Authorized Representative: _____
(Printed name)

Signature: _____ Date: _____

**LASSEN COUNTY TRANSPORTATION COMMISSION
STANDARD AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2020, by and between the Lassen County Transportation Commission (hereinafter "LCTC"), and [Insert Full Legal Name of Entity and Entity Type (Corporation, LLC or Partnership)] (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. LCTC desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work: Contractor agrees to provide staffing services to LCTC consistent with the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. LCTC reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by LCTC's Board. Approval shall not be presumed unless such approval is made by LCTC in writing.

2. Time of Performance: Contractor shall commence work following execution of this Agreement on _____ 2020, for a three year period thorough _____, 2023, and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. LCTC retains the option to extend the term of the Agreement two (2) times for a period of one (1) year for each extension. Written notice of LCTC's intent to expend the term of the Agreement shall be given to Contractor no later than sixty (60) days before the Agreement expires.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to LCTC that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon

request by LCTC. LCTC is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by LCTC shall be made as set forth in Exhibit "A." The total amount to be paid to Contractor under this Agreement shall not exceed [INSERT CONTRACT AMOUNT] (\$_____), unless expressly authorized by LCTC Board. In no instance shall LCTC be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

6. Invoicing, Costs and Payment:

a. Contractor shall submit monthly invoices in arrears to LCTC no later than the 15th of each month and in accordance with the Scope of Work. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor shall submit written invoices by mail in *triplicate* to the LCTC. Contractor shall be paid within thirty (30) days after LCTC approval of each billing; however, LCTC, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by LCTC of all final products. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LCTC, in its opinion, to substantiate billings. Attached as **Exhibit C** is a list of LCTC's required supporting documentation for all consultant and subcontractor invoices. LCTC reserves the right to withhold payment of disputed amounts.

b. Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of LCTC. Consultant represents that it qualifies as an independent contractor consistent with the requirements of California Labor Code 2750.3 as

imposed by AB 5. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

a. LCTC shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.

b. If LCTC issues a notice of termination:

- (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
- (2) Contractor shall deliver to LCTC copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
- (3) LCTC shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to LCTC for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then LCTC shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to LCTC.

9. Assignment: The parties understand that LCTC entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of LCTC, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or

agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of LCTC. If LCTC consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

- a. LCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by LCTC that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit LCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless LCTC, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Contractor shall pay all costs and expenses that may be incurred by LCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this

Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by LCTC).	\$1,000,000 per claim.
a. <u>Deductibles and Self-insured Retentions</u> : Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by LCTC.	
b. <u>Required Provisions</u> : The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:	
(1)	For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects LCTC, its directors, officers, employees and agents. Any insurance or self-insurance maintained by LCTC, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
(2)	Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LCTC, its directors, officers, employees or agents.
(3)	Contractor'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.
(4)	Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior

written notice by certified mail, return receipt requested has been given to LCTC.

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by LCTC.
 - d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to LCTC an original Certificate of Insurance on a standard ACORD form, or other form acceptable to LCTC, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to LCTC of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "LCTC and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
 - e. Certified Copies of Policies: Upon request by LCTC, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
 - f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude LCTC from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- a. LCTC or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide LCTC or its designee with any relevant information requested and shall permit LCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.
 - b. If so directed by LCTC upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to LCTC as depository.

17. Project Manager:

LCTC's Project Manager for this Agreement is the Chair of the LCTC Board, unless LCTC otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the LCTC Project Manager at the following address:

Lassen County Transportation Commission

Contractor's Project Manager for this Agreement is _____. _____ is designated the Executive Secretary for LCTC. No substitution of Contractor's Project Manager is permitted without the prior written agreement of LCTC, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

[Insert Project Manager Name and Title]

[Insert Contractor Company Name]

[Insert Contractor Mailing Address]

[Insert Phone Number]

[Insert Email Address]

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of LCTC to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of LCTC to enforce these provisions.

20. Litigation: Contractor shall notify LCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or LCTC, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of LCTC.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures LCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to,

those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws:
It is LCTC's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. LCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. LCTC prohibits discrimination by its employees, contractors and consultants

Contractor assures LCTC that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as LCTC may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. LCTC prohibits discrimination by its employees,

contractors and consultants. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) 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 the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on LCTC or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
- c. No funds received from LCTC under this Agreement shall be used to assist, promote, or deter union organizing.

26. Other Responsibilities:

- a. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with LCTC's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with LCTC or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify LCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.
- b. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by LCTC, as provided for in the Conflict of Interest Code for LCTC, shall promptly file economic disclosure statements for the disclosure categories determined by LCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
- c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."
- d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For

breach or violation of this warranty, LCTC shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Lassen County.

29. Integration: This Agreement represents the entire understanding of LCTC and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

33. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LCTC, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to LCTC upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) LCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless LCTC and its directors, officers, employees, and

agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

35. Prohibition of Expending State or Federal Funds for Lobbying:

a. Contractor certifies, to the best of his or her knowledge or belief, that:

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. 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.

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

36. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition,

repair, or maintenance of public works, shall contain all of the provisions of this Section.

- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT
AS OF THE DATE HEREIN ABOVE APPEARING:

LASSEN COUNTY TRANSPORTATION COMMISSION

[NAME AND TITLE]

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to LCTC

[INSERT FULL LEGAL NAME OF CONTRACTOR]

[NAME AND TITLE]

EXHIBIT “A”

Scope of Work

[INSERT SCOPE OF WORK]

(Include detailed description of tasks to be performed and timing)

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)

EXHIBIT "B"
LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on LCTC consultant contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the LCTC Board of Directors are:

David Teeter (Co. Supervisor)	Tom Hammond (Co. Supervisor)	Jeff Hemphill (Co. Supervisor)
Joe Franco (City Council)	Brian Moore (City Council)	Brian Wilson (City Council)

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LCTC Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___ YES ___ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any LCTC Director(s) in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude LCTC from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) **"Party"** means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) **"Participant"** means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) **"Agency"** means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) **"Officer"** means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) **"License, permit, or other entitlement for use"** means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) **"Contribution"** includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have

known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street #3000, Sacramento, CA 95811, (916) 322-5660.

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT G – SAMPLE CONSULTANT AGREEMENT

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT H – SUB-CONSULTANT LIST

*ATTACH SUB-CONSULTANT'S PROPOSAL TO THIS FORM
USE ONE FORM PER CONSULTANT*

NAME	Percent of Work	Work to be	Description of Work
	to Be Performed	Performed (\$dollars)	
<hr/>			

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT I – ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
ATTACH a copy of addenda received, if any

LASSEN COUNTY TRANSPORTATION COMMISSION
RFP FOR STAFFING SERVICES

ATTACHMENT J – STATEMENT OF COMPLIANCE

CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

Individual/Business Name: _____

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____