



**Shasta County**

**Regional Transportation  
Planning Agency**

1855 Placer Street • Redding, CA 96001 • (530)225-5654 • FAX (530)225-5667  
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**Daniel S. Little, Executive Director**

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February 9, 2012

### **NOTICE TO POTENTIAL PROPOSERS**

The Shasta County Regional Transportation Planning Agency (SCRTPA) is a public agency designated by the state as the Metropolitan Planning Organization for Shasta County. The SCRTPA is responsible for area-wide transportation planning and administers federal and state funds for transportation planning and public transportation. The County of Shasta currently hosts the SCRTPA. The SCRTPA is obtaining independent status with anticipated full separation from the county by July 1, 2012.

The SCRTPA is accepting proposals from firms or individuals to assist the SCRTPA in transitioning SCRTPA information technology (IT) assets from a county supported agency and an independent agency. Two types of services are required: 1) a transition phase to an independent regional transportation planning agency by July 1, 2012, and 2) subsequent annual on-call services for ongoing operations.

The qualified firm(s) or individual(s) will assist in transitioning the SCRTPA's current operations from a county-supported agency to an independent agency. The firm(s) or individual(s) should have the following qualifications: 1) five years or more of related experience, and 2) familiarity with local government IT infrastructure, preferably with a regional transportation planning agency, metropolitan planning organization or council of governments.

The full request for qualification is available on the SCRTPA website at:  
[www.scrtpa.org/RTnotices.html](http://www.scrtpa.org/RTnotices.html)

#### **Staff Contact:**

Daniel S. Little, AICP, Executive Director  
Email: [dlittle@co.shasta.ca.us](mailto:dlittle@co.shasta.ca.us)  
Phone: 530-245-6819



## **Request for Proposals (RFP)**

### Information Technology (IT) Support for the Shasta County Regional Transportation Planning Agency

Shasta County Regional Transportation Planning Agency  
1855 Placer Street  
Redding, CA 96001  
Phone: (530) 225-5654  
Staff Contact: Sean Tiedgen, Associate Planner  
Email: [stiedgen@co.shasta.ca.us](mailto:stiedgen@co.shasta.ca.us)  
Website: [www.scrtpa.org](http://www.scrtpa.org)

## 1. GENERAL INFORMATION

The Shasta County Regional Transportation Planning Agency (SCRTPA) is accepting proposals for a multi-year contract to provide Information Technology (IT) services to the SCRTPA. The selected firm(s) will serve at the discretion of the SCRTPA board and work under the direction of the SCRTPA executive director. The transition phase should begin on March 15, 2012. On-call support services will begin on July 1, 2012 (Exhibit A-Timeline).

The qualified firm(s) will assist in transitioning the SCRTPA's IT assets from a county-supported agency to an independent agency.

The contract is limited to \$25,000 for the current fiscal year. Two types of services are authorized: 1) a transition phase to an independent regional transportation planning agency by July 1, 2012, and 2) subsequent annual on-call services for ongoing operations. A separate contract will be required for each service.

This is a competitive procurement process with the intent to solicit fair, impartial and competitive bids.

### Staff Contacts:

Daniel S. Little, AICP, Executive Director  
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## 1.1 PURPOSE/BACKGROUND

The SCRTPA is a public agency designated by the state as the Metropolitan Planning Organization for Shasta County. The SCRTPA is responsible for area-wide transportation planning and administers federal and state funds for transportation planning and public transportation. The County of Shasta currently hosts the SCRTPA. The SCRTPA is obtaining independent status with anticipated full separation from the county by July 1, 2012.

## 1.2 PROJECT NEEDS

The following are transitional and operational activities anticipated. The SCRTPA seeks proposals from qualified firm(s) to provide cost estimates for these services. Failure to address the minimum requirements will result in a proposal being determined incomplete. Additional items that the firm(s) deems beneficial to the SCRTPA may be included as optional items.

**Transition phase: The qualified firm(s) should perform a review of the SCRTPA operations. The transition component of the proposal should address the following objectives:**

1. Development and installation of:
  - a. A new office server and network infrastructure, scalable to handle future expansion; server should be capable of performing:
    - i. Application hosting
    - ii. File and print services

- iii. Email hosting via Exchange server
- iv. Terminal services
- v. IIS (Internet Information Server) services
- b. A backup server
- c. Wireless network setup (optional element)
- d. Office phone system, including voicemail, conferencing and line transfer
- 2. Assistance with acquisition of staff identified software/hardware
- 3. Development of agency-wide IT protocols and policies
- 4. Assistance with transition of office software and files, including:
  - a. Coordination with County of Shasta IT department
  - b. Transition of website files
  - c. Transition of archived files in Filebound application
  - d. Reinstallation of licenses operating systems
- 5. Assistance with office space review related to:
  - a. Evaluation of existing office space IT infrastructure
  - b. Identification of needs to implement a full operational system
- 6. Provide on-going IT support for a period of three years

The SCRTPA staff has basic knowledge regarding the setup of office IT resources and specifics regarding system requirements. The chosen firm(s) will work closely with staff to ensure that the appropriate hardware and software are in place to meet the SCRTPA needs. Firm(s) should ensure that an adequate system is in place, allowing for future needs.

**On-call services:** A contract for on-call support services will take effect after July 1, 2012, with an option to extend. Firm(s) shall provide a cost estimate for monthly IT support services, including:

- a. A description of all services covered and not covered
- b. At least two (or more) packaged service options, such as “Basic” and “Premium”
- c. Any “one time” fees for initial setup
- d. Hourly rates for services outside of a packaged option

### 1.3 EXISTING INFRASTRUCTURE

Provided is a list of current IT assets to assist in preparing a proposal.

HARDWARE ITEMS	Quantity
Dell Windows desktop computers (XP Pro)	1
(5/w Windows 7, 2/w Windows Vista)	1
Dell Windows laptop computer (XP Pro)	1
Mac Pro laptop	1
Lanier LD435c multi-function copier	1
Phones (hardline – various types)	7
Plantronics phone headsets	2

SOFTWARE LICENSES	QUANTITY
Adobe Web Premium CS5	4
Dreamweaver 2007	1
Citilabs Cube (Travel Demand Model)	1

## 1.4 NEEDS

- Acquisition of seven (7) licenses for Microsoft Office Professional Plus 2007 or 2010
- Upgrade of two (2) computers with Windows Vista to Windows 7 operating system
- Antivirus protection for workstations and server/network
- Ability to send/receive faxes
- Archival storage in PDF format
- Battery backup/surge protection for all workstations and server
- Ability for staff to remotely access email
- Off-site data backup system
- Administrative credentials for:
  - Each workstation
  - Email accounts
  - All network equipment

## 1.5 DELIVERABLES

At the completion of the SCRTPA transition, the following deliverables are expected:

1. A fully functional and secure server and network
2. Appropriate documentation, including flowchart and mapping, of the entire SCRTPA network (one hard copy)
3. A SCRTPA Information Technology Management Plan (three hard copies)
  - a. A SCRTPA Information Technology Policies Manual to include addressing security issues, website content restrictions, administrative issues and related actions (ten hard copies)
  - b. Basic training of SCRTPA staff in the use of the new office system and for routine server/firewall and backup solution tasks, including ten (10) hardcopies of a basic user guide for staff
4. One (1) hardcopy of a user guide for staff to perform basic routine server/firewall and backup solution tasks
5. One (1) compact disk (CD) containing original electronic files for each document in items 2-5 above in PDF and Microsoft Word format

## 2. PREPARING A PROPOSAL

### 2.1 CONTENT

A complete and responsive proposal will include the following elements:

#### 1. Technical capacity and approach

- Statement of understanding of the objectives and deliverables
- Qualifications and summary of work experience
- Proposed approach and methodology
- Detailed work plan and schedule
- As appropriate, any recommended objective or deliverable modifications and/or enhancements

#### 2. Project management

- Proposed project team, including title/role of each individual
- Identification of main contact person for meetings, negotiations and correspondence
- No more than three past/present client references, including respective contact information

#### 3. Project budget

- Total project budget required to complete the project
- Hourly fee schedule by personnel/position and direct expense, as applicable

### 2.2 QUALIFICATIONS

- Five (5) years or more of related experience
- Familiarity with local government IT infrastructure, preferably with a regional transportation planning agency, metropolitan planning organization, council of governments or association of governments

### 2.3 SUBMITTAL INSTRUCTIONS

Interested firms should submit the following:

- An original hardcopy proposal with cover letter signed by an authorized individual
- Four copies for distribution to the proposal review committee
- An electronic copy of the proposal, in PDF format on a CD

Deadline to submit proposal: 5:00 PM on Friday, February 24, 2012

Mailing Address:

Shasta County Regional Transportation Planning Agency  
Attn: Sean Tiedgen, Associate Planner  
1855 Placer Street  
Redding, CA 96001

### 3. EVALUATION AND CONTRACT AWARD

#### 3.1 EVALUATION PROCEDURE

A proposal review committee, to be designated by the SCRTPA, shall evaluate and rank the proposals. Only those proposals submitted in accordance to requirements stated herein, including any subsequent addendums, shall be scored. The summation of the panel evaluations shall be based on the panel's collective rank ordering of proposals, not a cumulative point total.

Evaluation criteria is provided to assist prospective firms in preparing a competitive proposal. Proposals may include alternative work plans and schedules which meet or exceed the project's purpose, need and intended application. Alternatives that reduce cost and/or add value are encouraged. The SCRTPA reserves the right to consider these and all other factors in the selection of a firm(s) in order to best serve the interest of the SCRTPA. The chosen firm(s) will not be based on cost alone, but on a proposals response to this RFP, the value provided and cost.

#### 3.2 EVALUATION CRITERIA AND SCORING

The following points will be assigned to the proposal for evaluation purposes:

Component	Total Points
Technical Capacity and Approach <ul style="list-style-type: none"><li>• Project understanding</li><li>• Technical approach and methodology</li><li>• Work plan and schedule</li><li>• Recommended enhancements to scope of work</li></ul>	50
Project Management <ul style="list-style-type: none"><li>• Proposed project manager and team</li><li>• References</li></ul>	25
Value <ul style="list-style-type: none"><li>• Overall costs, including hourly fee schedule</li><li>• Value provided for proposed fee</li></ul>	25
<b>TOTAL POINTS</b>	<b>100</b>

#### 3.3 CONTRACT AWARD

Proposers may attend a pre-proposal meeting and visit the site to inspect the existing equipment. Visiting the site is optional. Failure to visit the site will not provide justification for any inaccuracies or exclusions in proposals submitted.

Each firm(s) having submitted a proposal will be notified of the results of the evaluation process. A pre-award conference will be scheduled with the top-rated firm(s) to clarify,

negotiate or otherwise address any outstanding details or modifications to the scope of work or budget. The selected firm(s), final scope, schedule, budget and contract agreement will be presented to the SCRTPA board for final approval at the next board meeting.

<b>Proposal schedule</b>	
Release RFP	February 10, 2012
Pre-proposal meeting	February 16, 2012, 9:00-10:30 a.m.
Proposal due date	February 24, 2012, 5:00 p.m.
Evaluations and ranking of proposals	February 27-March 2, 2012
Contract award	March 15, 2012
Approve initial scope of work and notice to proceed with transition phase	March 21, 2012

#### **4. PERSONAL SERVICES AGREEMENT**

The selected firm(s) will be required to enter into a Personal Services Agreement (PSA). Interested firms should review the attached sample PSA (Exhibit B) before preparing a proposal.

#### **5. TERMS AND CONDITIONS**

##### **5.1 DISCLAIMERS**

Solicitation of proposals does not obligate the SCRTPA to contract with any firm(s) or individual(s). The SCRTPA reserves the right to reject any or all proposals and to waive any informality, technical defect, or clerical error in any proposal. The final selection of a firm(s) and decision to award a contract is at the sole discretion of the SCRTPA.

Any proposal received prior to the deadline may be withdrawn or modified at the request of the firm(s). Modified proposals must be received in writing prior to the deadline.

In the event that it becomes necessary to revise any part of this RFP, an addendum will be emailed to all individuals who have responded to this solicitation. Addendums, questions and answers, and other pertinent information shall be published on the SCRTPA website at: [www.scrtpa.org](http://www.scrtpa.org).

The SCRTPA reserves the right to cancel or reissue the RFP in whole or in part, prior to execution of a contract.

## 5.2 PROTEST PROCEDURE

This protest procedure constitutes the sole administrative remedy available to firm(s) under this procurement.

All protests must be in writing within five (5) business days from the results notification. Protests shall be addressed to the executive director of the SCRTPA and be signed by the protesting party or an authorized agent. A description of the relief or corrective action being requested should be included. Only those protests stipulating an issue of fact concerning the following points shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator(s)
- Errors in computing the score
- Non-compliance with procedures described in this RFP or the SCRTPA's established policies.

Protests not based on the above matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) SCRTPA's assessment of its own and/or other agencies needs or requirements. A written appeal may be submitted to the SCRTPA board within ten (10) days after the executive director's final determination .

EXHIBIT B

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN THE SHASTA COUNTY REGIONAL  
TRANSPORTATION PLANNING AGENCY AND  
XXXXXXXXXXXXXXXXXXXX**

This agreement is entered into between the Shasta County Regional Transportation Planning Agency ("SCRTPA") and XXXXXXXXXXXX ("CPA") for fiscal, compliance and performance audit services.

**1. RESPONSIBILITIES OF CPA.**

A. Pursuant to the terms and conditions of this agreement, CPA shall

Select Option:

Fill in description of work to be performed. Work plan deliverables include:

1. List deliverables
2. xxx
3. xxx

If more than 3 deliverables, use the following and include Exhibit

CPA shall perform the services described in Exhibit A to this agreement which is attached hereto and incorporated within.

B. As required by Government Code Section 7550, each document or report prepared by CPA for or under the direction of the SCRTPA pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. CPA shall label the bottom of the last page of the document or report as follows: agency name, agreement number, and dollar amount.

**2. RESPONSIBILITIES OF THE SCRTPA.**

The SCRTPA shall compensate CPA as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by CPA.

**3. COMPENSATION.**

Select Option:

CPA shall be paid up to **fill in dollar amount** for the services described in this agreement. **or** SCRTPA shall compensate CPA for labor costs and materials costs actually incurred in accordance with Exhibit **B**, which is attached hereto and incorporated herein.

In no event shall compensation paid by SCRTPA to CPA pursuant to this agreement exceed \$**xxxxxxx**.

**4. BILLING AND PAYMENT.**

CPA shall submit to the SCRTPA contract administrator **Select Option:** within **xxxx days after completion of each of the services** prescribed in Section 1, an itemized statement or invoice of services rendered. **or** The SCRTPA shall make payment within 30 days of receipt of CPA's correct and approved statement or invoice.

**5. TERM OF AGREEMENT.**

This agreement shall commence as of the date it has been signed by both parties and shall end **fill in term of agreement.**

**6. TERMINATION OF AGREEMENT.**

- A. If CPA materially fails to perform CPA's responsibilities under this agreement to the satisfaction of the SCRTPA, or if CPA fails to fulfill in a timely and professional manner CPA's responsibilities under this agreement, or if CPA violates any of the terms or provisions of this agreement, then the SCRTPA shall have the right to terminate this agreement for cause effective immediately upon the SCRTPA giving written notice thereof to CPA. If termination for cause is given by the SCRTPA to CPA and it is later determined that CPA was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to Paragraph B of this section.
- B. The SCRTPA may terminate this agreement without cause on 30 days written notice to CPA.
- C. The SCRTPA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. The SCRTPA's right to terminate this agreement may be exercised by the Executive Director.
- E. Should this agreement be terminated, CPA shall promptly provide to the SCRTPA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by CPA pursuant to this agreement.
- F. If this agreement is terminated, CPA shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. CPA shall be entitled to no other benefits other than those specified herein. CPA specifically acknowledges that in entering into and executing this agreement, CPA relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between CPA and the SCRTPA Executive Director.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

**8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of CPA, CPA may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the SCRTPA. The waiver by the SCRTPA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**9. EMPLOYMENT STATUS OF CPA.**

CPA shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the SCRTPA to exercise discretion or control over the professional manner in which CPA performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by CPA shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of the SCRTPA is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. CPA shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CPA were the SCRTPA employee. The SCRTPA shall not be liable for deductions for any amount for any purpose from CPA's compensation. CPA shall not be eligible for coverage under the SCRTPA's workers' compensation insurance plan nor shall CPA be eligible for any other SCRTPA benefits. CPA must issue W-2 and 941 Forms for income and employment tax purposes, for all of CPA's assigned personnel under the terms and conditions of this agreement.

**10. INDEMNIFICATION.**

CPA shall hold harmless and indemnify SCRTPA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of the SCRTPA Counsel and counsel retained by

the SCRTPA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of the SCRTPA) being damaged by the negligent acts, willful acts, or errors or omissions of the CPA or any of CPA's subcontractors, any person employed under CPA, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the negligence or intentional wrongdoing of the SCRTPA. CPA shall also indemnify the SCRTPA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall indemnify and hold harmless the SCRTPA with respect to CPA's "independent contractor" status that would establish a liability on the SCRTPA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this agreement, CPA shall indemnify and hold harmless the SCRTPA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

**11. INSURANCE COVERAGE.**

- A. CPA and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the SCRTPA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the SCRTPA.
- B. CPA and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover CPA, subcontractor, CPA's partner(s), subcontractor's partner(s), CPA's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by CPA or subcontractor. CPA hereby certifies that CPA is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and CPA shall comply with such provisions before commencing the performance of the work or services prescribed in this agreement.
- C. CPA shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. CPA shall require subcontractors to furnish satisfactory proof to the SCRTPA that

liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of CPA pursuant to this agreement.

E. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for CPA or subcontractor shall be disclosed to and be subject to approval by the SCRTPA Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CPA or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, CPA or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance that names *the SCRTPA, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days' written prior notice to the SCRTPA*. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- (5) CPA shall provide the SCRTPA with an endorsement or amendment to CPA's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, CPA shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event CPA fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, the SCRTPA may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability required by this agreement provided by the policy of insurance, CPA shall provide the SCRTPA a certificate of insurance reflecting those limits.

**12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.**

- A. If any claim for damages is filed with CPA or if any lawsuit is instituted concerning CPA's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the SCRTPA, CPA shall give prompt and timely notice thereof to the SCRTPA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. CPA shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. CPA shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C. CPA represents that CPA is in compliance with and agrees that CPA shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101, *et seq.*), the Fair Employment and Housing Act (Government

Code Sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- D. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the SCRTPA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All CPAs qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 9% percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE CPAs that will participate in the contract; (2) a description of the work that each DBE CPA will perform; (3) the dollar amount of the participation of each DBE CPA participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

**14. ACCESS TO RECORDS/RETENTION.**

The SCRTPA, federal, and state officials shall have access to any books, documents, papers, and records of CPA that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of CPA or the SCRTPA. Except where longer retention is required by federal or state law, CPA shall maintain all records for five years after the SCRTPA makes final payment hereunder.

**15. CPA'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

CPA's failure to comply with state and federal child, family, and spousal support reporting requirements regarding CPA's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. CPA's failure to cure such default within 90 days of notice by the SCRTPA shall be grounds for termination of this agreement.

**16. LICENSES AND PERMITS.**

CPA shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by the SCRTPA. Failure to maintain the licenses, permits,

certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by the SCRTPA.

**17. PERFORMANCE STANDARDS.**

CPA shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to CPA's services.

**18. CONFLICTS OF INTEREST.**

CPA and CPA's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**19. NOTICES.**

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to the SCRTPA: Executive Director  
Shasta County Regional Transportation  
Planning Agency  
1855 Placer Street  
Redding, CA 96001

If to CPA: xxxxxxxx  
xxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxx

B. Written notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

**20. AGREEMENT PREPARATION.**

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code Section 1654.

**21. COMPLIANCE WITH POLITICAL REFORM ACT.**

CPA shall comply with the California Political Reform Act (Government Code Sections 87100, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the SCRTPA's Conflict of Interest Code, with regard to any obligation on the part of CPA to disclose financial interests and to recuse from influencing any SCRTPA decisions which may affect CPA's financial interests. If required

by the SCRTPA's Conflict of Interest Code, CPA shall comply with the ethics training requirements of Government Code Section 53234 *et seq.*

**22. CONFIDENTIALITY.**

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

**23. SCOPE AND OWNERSHIP OF WORK.**

The scope of work shall be as prescribed in Paragraph 1. All research data, reports, and every other work product of any kind or character arising from or related to the scope of work of this agreement shall become the property of the SCRTPA and be delivered to the SCRTPA upon completion of its authorized use pursuant to this agreement. The SCRTPA may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the SCRTPA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, CPA shall retain all of CPA's rights in CPA's own proprietary information, including, without limitation, CPA's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by CPA prior to, or acquired by CPA during the performance of this agreement and CPA shall not be restricted in any way with respect thereto.

**24. USE OF SCRTPA PROPERTY.**

CPA shall not use SCRTPA premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of CPA's obligations under this agreement.

**25. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or SCRTPA ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the SCRTPA and CPA have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

**Shasta County Regional  
Transportation Planning Agency**

Date: \_\_\_\_\_

\_\_\_\_\_  
Leonard Moty  
Chair

\_\_\_\_\_  
CPA

\_\_\_\_\_  
Tax I.D. DO NOT PUT SOCIAL SEC # HERE

Approved as to form:

John Kenny, Counsel  
Shasta County Regional  
Transportation Planning Agency

\_\_\_\_\_  
John Kenny

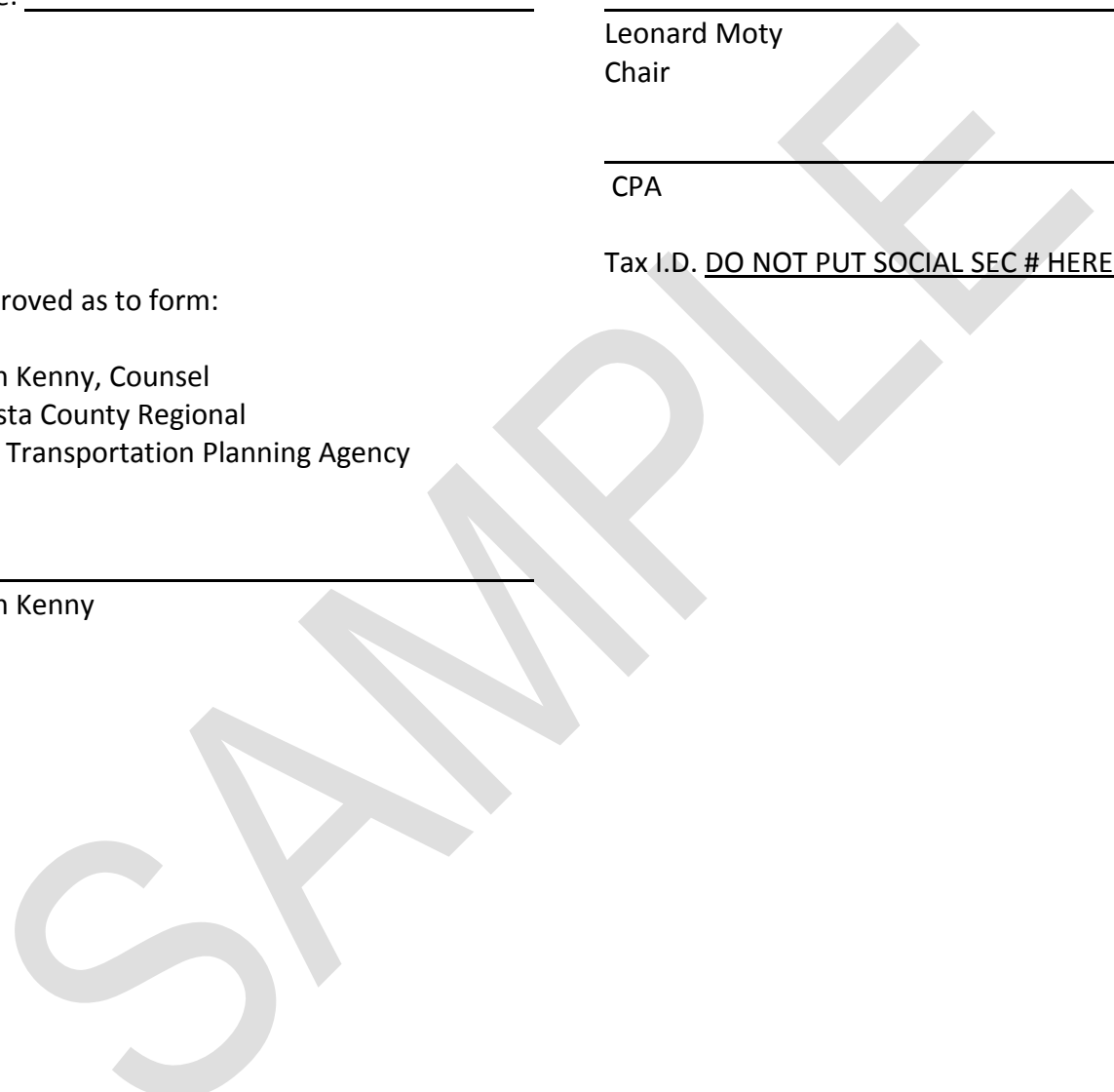


EXHIBIT A: INDEPENDENT RTPA TRANSITION PLAN (July 1, 2012 Target Date)

DRAFT February 6, 2012



\* Denotes RTPA Board Approval Needed  
 \*\* Denotes Board of Supersors Approval Needed