



REQUEST FOR PROPOSALS

Consultant Services

November 2020 Ballot Measure Civic Engagement Strategies, Polling

Date of Issue: June 25, 2019

Due: 2:00 PM July 23, 2019

July 9, 2019: Updated to provide responses to questions received. Question is provided *in italics* and revised RFP text is **highlighted in yellow**.

Sonoma County Transportation Authority
411 King Street
Santa Rosa, CA 95404
<http://scta.ca.gov>
Contact Phone: (707) 565-5373

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Section 1: Introduction and Background Introduction

1.1 Introduction

Sonoma County Transportation Authority (SCTA) is pleased to invite you to respond to this Request for Proposals (RFP). SCTA is soliciting proposals from qualified consultants, political strategists, community organizing or civic engagement management firms for the polling and engagement strategy needed to support of a November 2020 ballot measure that will generate revenue to maintain and improve transportation infrastructure and programs in the nine cities and unincorporated portions of the county. Qualified entities must demonstrate organizational capacity and experience with successful civic revenue generation measures, knowledge of Sonoma County and expertise in public polling approaches.

This RFP outlines the information necessary to understand the competitive selection process and the required documentation necessary for the submission of proposals. All interested proposers must meet the requirements specified in this RFP. Proposers must have qualified staff on hand for this project and be ready to begin work on the date this project is initiated.

SCTA reserves the right to issue an award under this RFP to a single or multiple individual(s) and organization(s), at its sole discretion. If SCTA determines that no proposer meets the requirements of this RFP, SCTA at its sole discretion, reserves the right to reject all proposals.

All contracted services are required to support SCTA's mission to serve as the coordinating and advocacy agency for transportation funding in Sonoma County.

An extension in contract amount, scope, and term may be granted depending on available funding and contractor performance, subject to SCTA Board approval.

1.2 Background

The SCTA plays a leading role in transportation by securing funds, overseeing project delivery and long term planning. The SCTA acts as the countywide planning and programming agency for transportation related issues. With the passage of Measure M in 2004, the role of the SCTA expanded to include the administration of a quarter cent sales tax for transportation purposes.

The SCTA is governed by a twelve member Board of Directors - one from each of Sonoma County's nine incorporated cities and three from the County Board of Supervisors. Officers are elected annually and the Board meets monthly.

When Measure M was passed, the financial need for transportation was increasing, and the commitments from the State and federal levels were unreliable. The SCTA created a bare-boned, multi-modal expenditure plan that could be accomplished with a 1/4 cent sales tax increase. In the fifteen years since it was passed, Measure M has successfully leveraged up

to 5:1 federal and state transportation dollars for every local dollar spent. With Measure M, the third lane on 101 between Windsor and the Sonoma County line is fully funded and will be constructed by 2022. Local interchanges in Petaluma, Rohnert Park, Santa Rosa and Windsor have been improved.

Bike paths have been completed in Petaluma, Rohnert Park, Bodega Bay, Healdsburg, Sonoma and Santa Rosa. Millions of dollars have been funneled into each of the cities for road maintenance, and local bus transit operations are supported daily with contributions from Measure M.

The time has come to start looking toward the future as the measure will expire in 2024. There is still significant work to do and SCTA is looking to the public and key stakeholders to refine transportation priorities and determine what comes next in order to keep Sonoma County moving.

To develop the expenditure plan for the 2020 ballot, the SCTA is seeking help to identify key communication strategies to reach the public and to define community priorities. Areas of interest in a new expenditure plan include themes such as sustain, improve, and innovate the transportation system and projects/programs such as:

- Maintenance and pot hole repair
- Highways and roadways
- Reduce congestion
- Bicycle routes
- New technologies and innovation
- Improved Bus service
- Pedestrian safety
- Youth, Senior, Veterans Mobility
- Fare free transit
- Safe Routes to School
- Reduce GHG emissions

1.3 Project Objectives

The SCTA team will work in conjunction with the selected consultant to prepare the revenue measure for the 2020 ballot and effectively position the measure for success.

1.3.1 Public Opinion Polling and Polling Analysis

The SCTA desires to better understand the public's opinion, assess the likelihood of success of different approaches and ensure voters are accurately informed and understand the outcome of their vote(s) associated with the ballot measure.

This work includes creation of an appropriate polling instrument, adapting the tool, as needed, developing polling questions to adequately assess the needs and opinions of the general public, and conducting a statistically valid poll of residents to determine community interests related to a sales tax increase to fund much needed transportation improvements. This work must provide statistical data from which conclusions can be drawn and recommendations made relative to the number of respondents and the effect

on the margin of error.

The work also includes analysis of the results of the public opinion polling and incorporation into relevant stakeholder engagement and public education efforts.

The selected proposer will meet initially with the SCTA Executive Director and staff to design the survey and questions as well as meet regularly during the process to discuss issues, concerns, preliminary findings and recommendations. The SCTA Board will also review and provide input on the polling approach.

1.3.2 Innovative Collaboration/Partnership with Stakeholders

SCTA staff will lead this effort with support from the consultant related to key themes and strategies. The work will include engaging community and transportation stakeholders in understanding and supporting the need for additional funding to support transportation infrastructure and programs. Partnerships will be developed with leaders and community-based organizations. These partnerships include transportation industry professionals, transportation, transit, and housing agencies, as well as the business community, that are all directly affected, in order to spearhead efforts related to a future ballot measure.

1.3.3 Feasibility Analyses of Ballot Measure Options and Expenditure Plan

The SCTA team and consultant will work collaboratively to utilize stakeholder engagement, polling data, and other information to assess options for revenue measures (i.e., a ¼ cent vs ½ cent sales tax), analyze of key needs, and identify specific expenditure plan elements. This work will inform an expenditure plan with accountability measures to ensure successful implementation activities associated with the additional revenue.

Section 2: Schedule of Key Dates

The following schedule of key dates is subject to change without notice to proposers.

Key Dates	Event
June 25, 2019	Release Request for Proposals
July 8, 2019 2:00 PM	Proposer Questions Due by 2:00 PM
July 15, 2019	SCTA Responds to Questions
July 23, 2019 2:00 PM	Proposals Due by 2:00 PM
August 5, 2019	Proposals Evaluated by SCTA
August 13, 2019	Finalist Interviews Conducted (if applicable)
August 16, 2019	Notice of Intent to Award

Section 3: Minimum Qualifications

The successful proposer(s) must possess the following qualifications:

- a. Relevant experience in strategic planning for successful ballot initiatives with public agencies; relevant experience with public opinion polling instruments and analysis to inform engagement planning; relevant experience in community outreach and education across stakeholder sectors and general public.
- b. Experience and qualifications commensurate with this project.
- c. Development and implementation of a work plan(s) for project(s) similar to the scope of work desired for this project.
- d. Demonstrated ability to provide culturally competent services.

Section 4: Scope of Services

SCTA is seeking a professional consultant to:

- Support SCTA staff in development of a strategic outreach and engagement plan to assess needs and support for a measure, aimed at engaging key leaders and community stakeholders, including focus on transit operations, public works, city government, business, and other sectors relevant to the development of a measure.
- Select relevant public opinion polling instrument, conduct public opinion polling, analyze results of polling, and incorporate recommendations into outreach and engagement plan.
- Conduct feasibility analysis and develop recommendations to inform an expenditure plan for a 2020 ballot measure.

Section 5: Proposal

5.1 Form

Proposers must submit one (1) electronic copy via thumb drive or data stick. Additionally, proposers must submit one (1) signed original, and nine (9) copies of the signed proposal. Do not place an original or copies in binders. Proposals must be enclosed in a sealed envelope or package and clearly marked "Sonoma County Transportation Authority, Transportation Ballot Measure - RFP." Proposals shall be submitted to:

Sonoma County Transportation Authority
Attn: Seana L. S. Gause, Senior - Programming and Projects
411 King Street
Santa Rosa, CA 95404

5.2 Due Date

Proposals must be received, regardless of when it was postmarked, no later than 2:00 PM on the date indicated in Section 2. The proposal due date is subject to change. If the proposal due date is changed, all respondents to the original RFP will be notified of the new date. In addition, information will be posted on the SCTA website.

Failure to meet the proposal submission deadline is considered an indisputable basis for disqualification. **Late proposals will not be accepted nor forwarded to the evaluation committee to be scored.**

5.3 General Instructions

To receive consideration, proposals shall be made in accordance with the following instructions:

- a. The completed proposal shall be without alterations or erasures.
- b. No oral or telephonic proposals will be considered.
- c. The submission of a proposal shall be an indication that the proposer has investigated and understands and agrees with the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the SCTA, including all terms and conditions contained within this RFP.

Section 6: Proposal Format and Content

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

6.1 Cover Letter

Proposals shall include a cover letter that includes the following:

- a. The proposer's name or DBA, full mailing address, e-mail address, telephone number, and the name of the primary contact person.
- b. The name, title, and organization of the individual authorized to bind the proposer into a contract with the Sonoma County Transportation Authority. All parties signing the agreement with the SCTA must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

6.2 Organizational Information

- a. Provided in Section 6.1 (Cover Letter), proposals shall provide the proposer's IRS status, number of years in business, core competencies, and a list of all contracts in effect with the Sonoma County Transportation Authority.
- b. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party.

6.3 Qualifications and Experience

6.3.1 Experience

Provide specific information in this section concerning proposer's experience in the services specified in this RFP. Examples of completed projects, as current as possible,

should be submitted, as appropriate.

6.3.2 References

Provide the names, addresses, and telephone numbers of at least three (3) references for whom similar services have been provided.

6.3.3 Letters of Support

Provide two (2) letters of support from entities with which the individual or firm has collaborated in the past. An individual or firm may include, but is not limited to, a city, county, county transportation agency, or a community-based organization.

6.3.4 Debarment

Disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

6.3.5 Cultural Competence

Potential proposers must demonstrate an ability to provide culturally competent services. Specifically proposers must disclose: (1) their previous experience with providing services to the diverse ethnic, linguistic, sexual or cultural population to be served; (2) their current ability to provide the specific project services to the diverse ethnic, linguistic, sexual or cultural population to be served; and, (3) the specific outcome measures, qualitative and quantitative, which demonstrate that the project provides culturally and linguistically competent services.

6.4 Project Approach and Work Schedule

Question received: in regards to section 6.4.1.b., is the 4/30/20 deadline for the first phase to poll, engage the public, and inform the expenditure plan? Would there be a phase two that goes from May 2020 to July/August 2020 leading up to and preparing for the Board decision as to whether or not to place a measure on the November 2020 ballot? Answer: 4/30/20 is the deadline, completion date, and end of contract, there will be no Phase 2.

6.4.1 Scope of Work

- a. Preliminary detailed work plan to include process and methodologies for the scope of work desired for this project.
- b. Provide a schedule that will produce initial polling in fall 2019 and **complete the project and provide all materials to SCTA no later than 4/30/20**. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- c. Identify the extent of SCTA personnel involvement deemed necessary, including key decision points at each stage of the project.
- d. Provide outline and/or samples from previous projects.

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- e. Provide project organization and staffing, including an organizational chart identifying each member of the firm involved with the project. The chart shall show the organizational structure of the team and the specialty or position of each team member.
 - f. Discuss the type of any software that is anticipated to be used in the planning process.
 - g. Describe the level of quality control that you recommend for this project. What characteristics define this level of quality?

6.5 Cost

Question received related to Section 6.5 Cost, subsection a. "Provide an itemized budget and budget narrative not to exceed \$75,000." Does this mean that the total contract amount will not exceed \$75,000, for all services provided under the scope of work?

Answer: Yes, \$75,000 is the total contract amount.

- a. **Provide an itemized budget and budget narrative, total contract amount not to exceed \$75,000.** The proposal's budget shall clearly state ALL of the costs, direct and indirect, associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services.
- b. The project costs must be broken down and include all expenses that will be charged to the SCTA, including but not limited to hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the proposer's proposal.
- c. Please note the SCTA will not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits.

6.6 Identification of Subcontractors

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate: (1) what products and/or services are to be supplied by that subcontractor; and, (2) what percentage of the overall scope of work that subcontractor will perform.

6.7 Contract Terms

Proposers must include a statement acknowledging their willingness to accept the Sample Agreement terms (Section 14 "Attachments") or identify specific exceptions to the Sample Agreement.

6.8 Insurance

Proposers must include a statement acknowledging their willingness to submit and comply with all insurance requirements as described in the attached Sample Agreement.

Securing this insurance is a condition of award for this contract.

6.9 Additional Information

Include any other information you believe to be pertinent but has not been listed as required.

Section 7: Corrections and Addenda

- a. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below and notification given to all parties in receipt of this RFP.
- b. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
- c. Addenda issued by the Department interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal (or deliver them to the address in Section 6.1 of this RFP, if the proposer has previously submitted a proposal to the SCTA). Any oral communication by the SCTA's designated contact person or any other SCTA staff member concerning this RFP is not binding on the SCTA and shall in no way modify this RFP or any obligations arising hereunder.

Section 8: Written Questions

All questions regarding the content of this RFP must be submitted in writing, either by e-mail or letter, and must be received by the date indicated in the Key Event Dates table identified in Section 2: Questions will not be accepted by phone.

Submit questions via letter or e-mail to:

Seana L.S. Gause, Senior - Programming and Projects
Sonoma County Transportation Authority
411 King Street Santa Rosa, CA 95404
seana.gause@scta.ca.gov
[cc: drew.nichols@scta.ca.gov](mailto:drew.nichols@scta.ca.gov)

When the SCTA has completed its review of the questions, all of the questions and answers will be shared with all potential bidders through a version update on the SCTA's website

listed in Section 15. No questions about the development of proposals will be answered after the Proposer Questions due date as listed in Section 2: Schedule of Key Dates.

Section 9: Selection Process

9.1 Content Review

All proposals received by the specified deadline will be reviewed by the SCTA for content, including but not limited to related experience and professional qualifications of the proposers.

9.2 Conflict of Interest

SCTA employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a SCTA employee who may be involved in the selection process shall advise the SCTA of the name of the employee in the proposal.

9.3 Criteria

Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):

- a. Demonstrated ability to perform the services described
- b. Experience, qualifications and expertise
- c. Quality of work as verified by references
- d. Cost
- e. A demonstrated history of providing similar services to comparable entities
- f. Completeness of proposal
- g. Willingness to accept the SCTA's contract terms
- h. The locality of the proposer
- i. Any other factors the evaluation committee deems relevant

9.4 Purchasing Agent

The SCTA Executive Director, in consultation with the SCTA Measure M Ad Hoc Committee, reserves the right, in their sole discretion, to take any of the following actions at any time before contract execution: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel this RFP, or modify and re-issue this RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the SCTA. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's

rejection.

9.5 Additional Information

The SCTA may, during the evaluation process, request from any proposer additional information which the SCTA deems necessary to determine the proposer's ability perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.

9.6 Errors and Corrections

An error in the proposal may cause the rejection of that proposal; however, the SCTA may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the SCTA will consider the conformance of the proposal to the format and content required by this RFP, and any unusual complexity of the format and content required by this RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the SCTA may, at its sole option, correct an error based on that established content.

The SCTA may also correct obvious clerical errors. The SCTA may request clarification from a proposer on any item in a proposal that SCTA believes to be in error.

9.7 Selection

The SCTA reserves the right to select the proposal which in its sole judgment best meets the needs of the SCTA. ***The lowest proposed cost is not the sole criterion for recommending contract award.***

9.8 Notification of RFP Results

RFP results and information regarding the selected firm(s) will be posted on the SCTA website providing notification to all interested parties.

9.9 Board of Directors

Generally, the firm selected will be recommended to the Board of Directors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

Section 10: Finalist Interviews

If, following initial screening, the SCTA determines that finalist interviews are necessary, the evaluation committee may select those proposers deemed most qualified for this project for further evaluation. Interviews of these selected proposers may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

Section 11: Miscellaneous Provisions

11.1 Rights and Regulations**11.1.1 Commitment**

The issuance of this RFP does not constitute an award commitment on the part of the SCTA, and the SCTA shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.

11.1.2 Reservation of Right to Reject

The SCTA reserves the right to reject any or all proposals or portions thereof if the SCTA determines that it is in the best interest of the Authority to do so.

11.1.3 Waiver of Deviation

The SCTA may waive any deviation in a proposal. The SCTA's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. SCTA reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The SCTA further reserves the right to award the agreement to the proposer or proposers that, in the SCTA's judgment, best serves the needs of Transportation Authority.

11.1.4 Final Approval

All proposers submit their proposals to the SCTA with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Chair (via delegation), the Executive Director or the Board of Directors.

11.1.5 Distribution Disclosure

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the SCTA, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The SCTA will consider a proposer's request for exemptions from disclosure; however, the Authority will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be

honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

The SCTA will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the SCTA does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

<LEGAL NAME OF PROPOSER> shall indemnify, defend and hold harmless the Sonoma County Transportation Authority, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code § 6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that <LEGAL NAME OF PROPOSER> has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

11.2 Pre-Contractual Expenses

The SCTA shall not be liable for any pre-contractual expenses incurred by the proposer or selected contractor or contractors. The SCTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

11.3 Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The SCTA reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the SCTA's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

11.4 Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Directors, or any employee of the SCTA, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

11.5 Form of Agreement

- a. No agreement with the SCTA shall have any effect until a contract has been signed by both parties.
- b. A sample of the agreement is included (Section 13: Attachments) hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the SCTA's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the SCTA's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the agreement may constitute grounds to reject the proposal.
- d. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the proposer's proposal.

11.6 Duration of Proposal

All proposals will remain in effect and legally binding for at least ninety (90) days.

11.7 Cancellation of Intent to Award; Time is of the Essence

Time is of the essence in awarding agreement(s) under this RFP. Unless otherwise authorized by SCTA, the selected proposer will be required to execute an agreement with the Authority for the services requested within sixty (60) days of the SCTA's notice of intent to award. If agreement on terms and conditions acceptable to the SCTA cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the Authority, the SCTA reserves the right to retract any notice of intent to award and proceed with awards to other proposers, or not award at all.

11.8 Withdrawal and Submission of Modified Proposal

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or their authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

Section 12: Web Site References

<http://scta.ca.gov>

Section 13: Attachments

Standard Professional Services Agreement (“PSA”) – SCTA’s Contract Terms

Standard Professional Services Agreement (“PSA”)

Revision G – June 2016

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of _____, 20__ (“Effective Date”) is by and between the Sonoma SCTA Transportation Authority, (hereinafter "SCTA"), and _____ (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified and experienced in the preparation of Civic Engagement, Polling and related services; and

WHEREAS, in the judgment of the SCTA, it is necessary and desirable to employ the services of Consultant for Civic Engagement and Polling.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

I. Scope of Services.

1.1 Consultant's Specified Services: Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With SCTA. Consultant shall cooperate with SCTA and SCTA staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. SCTA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and

standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by SCTA shall not operate as a waiver or release. If SCTA determines that any of Consultant's work is not in accordance with such level of competency and standard of care, SCTA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with SCTA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SCTA, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SCTA.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCTA to be key personnel whose services were a material inducement to SCTA to enter into this Agreement, and without whose services SCTA would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCTA.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid a lump sum amount not to exceed \$75,000, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibit B, attached hereto and incorporated herein by this reference.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by SCTA's Auditor and the Executive Director receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of SCTA business after presentation of an invoice in a form approved by the SCTA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the SCTA.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the SCTA shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, SCTA requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the SCTA requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the SCTA of any changes in the facts. Forms should be sent to the SCTA pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide SCTA with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from authorization to proceed to preferably April 30, 2020 but no later than June 30, 2020 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, SCTA shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the

terms of this Agreement, SCTA may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to SCTA all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to SCTA an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by SCTA, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if SCTA terminates the Agreement for cause pursuant to Section 4.2, SCTA shall deduct from such amount the amount of damage, if any, sustained by SCTA by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Chairman of the Board has the authority to terminate this Agreement on behalf of the SCTA. In addition, the Executive Director, in consultation with SCTA Counsel, shall have the authority to terminate this Agreement on behalf of the SCTA.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SCTA, and to indemnify, hold harmless, and release SCTA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SCTA based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this

Section apply whether or not there is concurrent or contributory negligence on SCTA's part, but to the extent required by law, excluding liability due to SCTA's conduct. SCTA shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit [B/C/D], which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority may be executed by the Executive Director in a form approved by SCTA Counsel. The SCTA must authorize all other extra or changed work which exceeds the delegated signature authority of the Executive Director. The parties expressly recognize SCTA personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the SCTA.

9. Representations of Consultant.

9.1 Standard of Care. SCTA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be

conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SCTA shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the SCTA

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCTA harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case SCTA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SCTA with proof of payment of taxes on these earnings.

9.5 Statement of Economic Interests (Form 700) Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with the SCTA within thirty (30) days after the effective date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

9.6 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are

compensable under this Agreement and shall make such documents and records available to SCTA for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.7 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SCTA, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SCTA disclosing Consultant's or such other person's financial interests.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the SCTA's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma SCTA Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to SCTA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SCTA in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCTA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCTA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCTA.

9.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of SCTA. Consultant shall deliver such materials to SCTA upon request in their final form and format. Such materials shall be and will remain the property of SCTA without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Content Online Accessibility. SCTA policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

10.1 Standards. All consultants responsible for preparing content intended for use or publication on a SCTA-managed or SCTA-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)).

10.2 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with SCTA staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

10.3 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with SCTA's Web Site Accessibility Policy shall be the responsibility of Consultant. If SCTA, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any SCTA-managed or SCTA-funded Web site does not comply with SCTA Accessibility Standards, SCTA will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to SCTA, repair or replace the non-compliant materials within such period of time as specified by SCTA in writing. If the required repair or replacement is not completed within the time specified, SCTA shall have the right to do any or all of the following, without prejudice to SCTA's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for SCTA, SCTA may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by SCTA in connection with such changes or repairs.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits SCTA's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: SCTA:

Suzanne Smith, Executive Director
411 King Street
Santa Rosa, CA 95404
Suzanne.smith@scta.ca.gov
(707) 565-5373

TO: CONSULTANT:

**[Consultant name, address and email
Facsimile Number may be included]**

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by SCTA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SCTA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SCTA acknowledge that they have each had an adequate

opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the SCTA of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

SCTA: Sonoma County Transportation
Authority

CERTIFICATES OF INSURANCE REVIEWED AND
ON FILE:

By: _____
Executive Director

Date: _____

APPROVED AS TO FORM FOR SCTA:

By: _____
SCTA Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____
Suzanne Smith, Executive Director

Date: _____

ATTEST:

Clerk of the Board of Directors