



Sonoma County Transportation Authority  
Regional Climate Protection Authority

January 20, 2023

Interested Parties:

The Sonoma County Transportation Authority invites proposals from qualified consultants for professional services to develop a Countywide Active Transportation Plan for Sonoma County. As outlined in the scope of work, the development of the Countywide Active Transportation Plan includes the following individual objectives:

- Develop and prioritize comprehensive long-term and short-term goals and vision
- Bring Countywide and Local Bicycle and Pedestrian Plans up to date
- Identify a Low Level of Traffic Stress (LTS) network with connections to major destinations throughout the county
- Identify needs and recommendations for regional routes
- Identify needs for emerging mobility, including electric bicycles and shared micromobility
- Prioritize projects for funding

Proposals must be submitted at or before 4:00 p.m. on February 27, 2023.

One (1) electronic copy of the proposal in PDF format should be delivered via email to:

[Dana.Turrey@scta.ca.gov](mailto:Dana.Turrey@scta.ca.gov)

Proposals and amendments to proposals received after the date and time specified above will be returned unopened. Questions regarding this Request for Proposals will be accepted through January 30, 2023 and should be directed in writing to Dana Turrey via email at [Dana.Turrey@scta.ca.gov](mailto:Dana.Turrey@scta.ca.gov), or at the address shown above. Answers to the questions received will be given at the Pre-Proposal Meeting.

Sincerely,

A handwritten signature in black ink that reads "Suzanne Smith". The signature is written in a cursive, flowing style.

Suzanne Smith  
Executive Director SCTA



**Sonoma County Transportation Authority**

**REQUEST FOR PROPOSALS (RFP)**

The Sonoma County Transportation Authority is pleased to invite you to respond to a Request for Proposals for Professional Services to develop a

**Countywide Active Transportation Plan for Sonoma County**

Key RFP Dates

Issued: January 20, 2023

Written Questions: January 30, 2023

Pre-Proposal Meeting: February 9, 2023

Submit Proposals: February 27, 2023

Possible Interview Dates: March 13-17, 2023

Contract Award: April 10, 2023

Start Work April 11, 2023

**Proposals must be received no later than 4:00 P.M. on February 27, 2023.**

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## A. INTRODUCTION/PURPOSE

The Sonoma County Transportation Authority (SCTA) is requesting proposals for professional services to develop a Countywide Active Transportation Plan for Sonoma County, including updates to the bicycle and pedestrian plans for seven participating jurisdictions in the County of Sonoma. Proposals must be submitted by 4:00 p.m. on February 27, 2023. This Request for Proposals describes the elements requested for inclusion in the proposal. Information is provided about the component plans, processes to be used, expected contract deliverables, and information that is expected in the proposals. The proposing Consultants shall have relevant expertise, experience, and an approach that demonstrates their ability to provide the required services. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Section I of this RFP.

Addenda to this RFP, if issued, will be sent to all prospective Consultants the SCTA has specifically e-mailed a copy of the RFP to and will be posted on the SCTA website at: [scta.ca.gov/about-scta/working-with-scta/](https://scta.ca.gov/about-scta/working-with-scta/).

It shall be the Consultant's responsibility to check the SCTA website to obtain any addenda that may be issued.

The Consultant's attention is directed to Section H, Proposal Submittal.

This project has been funded with State dollars through a [Caltrans Sustainable Communities Transportation Planning grant](#), requiring the Consultant to follow all pertinent local, State, and Federal laws and regulations.

Additional fund sources include SCTA regional funds and local funds for active transportation. The total budget for Consultant work on this project is \$532,000. Any project elements that require funding above the \$532,000 limit should be presented as optional tasks. The performance period for this contract is from the date of approval by the SCTA Board of Directors to the completion of the Countywide Active Transportation Plan or February 28, 2025, whichever is the lesser.

Negotiations may or may not be conducted with proposers; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions since the selection and award may be made without discussion with any proposer. It is the intent of the SCTA to award a contract to the best-qualified firm that demonstrates experience in the development of a Countywide Active Transportation Plan.

This RFP does not commit the SCTA to enter into a contract and the SCTA is not responsible for any costs incurred in preparation and submission of Proposals or in anticipation of a contract.

The SCTA reserves the right to:

1. Reject any or all submittals
2. Issue subsequent Requests for Proposals
3. Alter the Selection Process Dates
4. Remedy technical errors in the RFP process
5. Investigate the qualifications of all firms under consideration
6. Confirm any part of the information furnished by a Proposer

7. Obtain additional evidence of managerial, financial or other capabilities
8. Approve or disapprove the use of particular subcontractors
9. Negotiate with any, all, or none of the Proposers
10. Solicit best and final offers from all or some of the Proposers
11. Award a contract to one or more Proposers
12. Accept other than the lowest Proposal
13. Waive minor informalities and irregularities in Proposals

## 1. PROJECT BACKGROUND AND DESCRIPTION

SCTA plays a leading role in transportation in Sonoma County by securing funds, overseeing project delivery and long-term planning. SCTA acts as the countywide planning and programming agency for transportation related issues. SCTA is comprised of a Board of Directors that includes elected representatives from each of the nine incorporated cities in Sonoma County and the County Board of Supervisors.

The SCTA previously developed a [Countywide Bicycle and Pedestrian Master Plan](#), last updated in 2014, and is transitioning to a Countywide Active Transportation Plan (CAT Plan) to incorporate emerging active modes. The CAT Plan will act as an update to the 2014 Countywide Bicycle and Pedestrian Master Plan. The structure of the 2014 Plan is a countywide approach established through the 2008 Plan and consists of two main sections: (1) Countywide Overview Section, and (2) the local jurisdiction level plans (Local Plans). The Countywide Overview Section is an umbrella under which the rest of the plan falls and sets the tone for the entire plan, including the countywide vision, principal goals, countywide objectives, countywide planning efforts, and background data. The CAT Plan will exist in its entirety with all jurisdiction plans connected. Each jurisdiction's Active Transportation Plan will also exist as its own stand-alone plan and be formally adopted by each jurisdiction. SCTA will also incorporate Local Plans developed through separate processes under the umbrella of the CAT Plan and draw from these plans to develop countywide project lists and maps.

The project area for the Countywide Overview Section includes all of Sonoma County, which is the northernmost county in the San Francisco Bay Area. The majority (73%) of the estimated 482,000<sup>1</sup> residents in Sonoma County live within the nine incorporated cities/town, with the remainder living in unincorporated areas. There are over 2,600 miles of public roadway and approximately 208 miles of built bicycle infrastructure countywide.

This project includes complete updates to seven local jurisdiction level plans (Local Plans) that will be included under the umbrella of the Countywide Plan. The seven local jurisdictions participating in this process to update their Local Plans are Cloverdale, Cotati, County of Sonoma, Healdsburg, Rohnert Park, Sebastopol, and Sonoma. Local Plans that were more recently completed or are currently underway (Santa Rosa, Petaluma, and Windsor) are not included in this project but will be adopted into the CAT Plan by reference and through inclusion of adopted project lists. All ten jurisdictions within Sonoma County will be engaged in core components of the CAT Plan including the countywide Level of Traffic Stress (LTS) network analysis, review and recommendations for regional routes and wayfinding, and policies and projects for funding prioritization. Sonoma County Regional Parks manages Class I pathways throughout the county and will be engaged in this plan along with County Public Infrastructure and Planning Departments. The Sonoma-Marin Area Rail Transit District (SMART) will also be engaged in the process as they are building out a Class I pathway that will eventually stretch from the northern to

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<sup>1</sup> California Department of Finance, E-1: City/County Population Estimates with Annual Percent Change, 2022

southern border of Sonoma County and through Marin County to the south. Local jurisdiction and transit agency staff will donate their staff time to participate in this project, including review of all relevant materials and adoption of Local Plan updates if applicable.

Below are the Local Plans included in this scope, the adoption dates of the latest plans, and basic descriptions of the jurisdictions.

Entity	Bike/Ped Master Plan Adoption	Approximate Land Area in Square Miles	Population*
Cloverdale	2014	3.14	8,905
Cotati	2014	1.88	7,397
County of Sonoma (unincorporated)	2010	1,490	132,144
Healdsburg	2013	4.42	11,030
Rohnert Park	2014	7.29	43,998
Sebastopol	2011	1.88	7,489
Sonoma	2014	2.75	10,779

\*California Department of Finance, E-1: City/County Population Estimates with Annual Percent Change, 2022

## 2. DESIRED GOALS/OBJECTIVES/OUTCOMES

The overarching goals of the CAT Plan are to enhance regional active transportation connectivity and safety, as well as identify and prioritize future improvements. The Countywide Active Transportation Plan (Countywide Plan) will serve as a guide for development of a complete a low Level of Traffic Stress (LTS) bicycle network and a safe and inviting pedestrian network. Priorities will be developed through a data analysis coupled with countywide engagement, ensuring inclusion of disadvantaged communities, to guide active transportation infrastructure funding under the purview of SCTA. Specific objectives for the CAT Plan are enumerated below.

1. Develop and prioritize comprehensive long-term and short-term goals and vision for countywide active transportation that aligns with local, regional, state, and federal goals
2. Bring bicycle and pedestrian plans up to date
  - a. Update demographic profile and equity analysis
  - b. Incorporate current design standards and best practices for active transportation facilities
  - c. Ensure consistency with developing and adopted regional and statewide plans, including Sonoma County Vision Zero Action Plan, Sonoma Climate Mobilization Strategic Plan, Sonoma County Safe Routes to Schools Studies, the Sonoma County Comprehensive Transportation Plan 2050, Metropolitan Transportation Commission’s Active Transportation Plan and Plan Bay Area 2050, Regional Trail Network, Caltrans District 4 Bicycle Plan, Caltrans District 4 Pedestrian Plan, California Transportation Plan, and CalSTA Climate Action Plan for Transportation Infrastructure
  - d. Ensure consistency with applicable local plans
  - e. Ensure active transportation safety projects identified in the Local Roads Safety Plans are incorporated in Local Plans and the Countywide Plan
  - f. Engage community in envisioning a safe and seamless active transportation network

- g. Adopt an updated Countywide Plan and updated Local Plans
- 3. Identify a Low Level of Traffic Stress (LTS) network with connections to major destinations throughout the county
  - a. Identify gaps in the current and planned Class I and IV network and analyze the LTS in these areas with existing and planned facilities. Evaluate priority networks and determine improvements needed to develop a complete low LTS network.
- 4. Identify needs and recommendations for regional routes for seamless transitions across jurisdictional boundaries
  - a. Document needs for regional wayfinding
- 5. Identify needs for emerging mobility, including electric bicycles and shared micromobility
  - a. Explore trends in designing for emerging mobility and identify opportunities for local facilities to meet the needs of emerging active transportation and increased use
- 6. Prioritize projects for funding
  - a. Identify optimal strategies for prioritizing projects for Go Sonoma Act funding for bicycle and pedestrian facilities and other sources under the purview of the SCTA
  - b. Identify high priority projects for near- and mid-term projects

## B. STATEMENT OF REQUIREMENTS – PROJECT SCOPE OF WORK

SCTA is seeking a qualified consultant to develop a Countywide Active Transportation Plan and updates to local active transportation plans for seven jurisdictions within Sonoma County. The following represents the desired scope of work and deliverables. If any tasks exceed the identified budget of \$532,000, please identify those tasks as optional. Project Management activities will be included in, and should be identified in, each task.

### **Task 1: Existing Conditions; Existing Policies and Coordination with Other Plans; Vision, Goals, and Objectives**

#### Existing Conditions

SCTA will draft a summary of the existing transportation conditions, active transportation networks, and programs. Utilizing data from the US Decennial Census 2020, MTC Equity Priority Communities, CalEnviro Screen, free and reduced school lunch programs, and other sources SCTA will develop a demographic profile and equity analysis for the Countywide Plan and for each of the seven jurisdictions participating with a full Local Plan update.

SCTA will document travel patterns from the Sonoma County Travel Behavior Study and other sources including key destinations, trips that could easily be taken by active transportation, and high-travel areas. SCTA has recently updated existing facilities in the countywide bike map and will add data from more recent Local Plan bike maps as well as transit maps to define the existing network. SCTA will draft a countywide profile as well as community profiles for each participating jurisdiction.

Consultant will overlay travel patterns and the existing active transportation network to help identify gaps in safe connections to desired destinations. As part of this analysis, consultants will review the high-injury network developed through the Vision Zero Data Dashboard to better understand existing

conditions and priority areas for improvements. Consultants will be asked to review the high-injury network and make recommendations about updated data.

Consultants will compile existing condition research into a context overview section for the Countywide Plan. Consultants will also compile existing condition research into community profiles for each participating jurisdiction.

The CBPAC will review the countywide context overview section and each participating jurisdiction will review their respective community profiles.

#### Existing Policies and Coordination with Other Plans

SCTA will collect and review all relevant local, regional, State, and Federal policies. This review will include policies in both adopted plans and plans in development.

Drawing from previous plans and documents, the SCTA will develop a summary of how other local, regional, and State plans interact with and inform the Active Transportation Plan and how the Active Transportation Plan can help advance implementation of other plans. Plans for review in this task include but are not limited to; countywide and local bicycle and pedestrian master plans, local feasibility studies, trail plans, general and specific plans, Sonoma County Vision Zero Data Dashboard, Sonoma County Vision Zero Action Plan, Sonoma Climate Mobilization Strategy, Shift Sonoma County, Sonoma County Travel Behavior Study, Comprehensive Transportation Plan, SMART Bus Integration Study, MTC Active Transportation Plan, Plan Bay Area 2050, Regional Trail Network, Great Redwood Trail, Caltrans District 4 Bicycle and Pedestrian plans, Caltrans Bay Area Bike Highway Study, Caltrans 2020-2024 Strategic Plan, California Transportation Plan, and Climate Action Plan for Transportation Infrastructure, and complete streets policies. Existing studies and plans will also be reviewed for pedestrian conditions.

Consultants will review the policy and planning summary and integrate it into the Existing Conditions section of the Plans.

SCTA will coordinate with planners and advocates from the jurisdictions of Sonoma County on Countywide Plan alignment with current and planned housing, including multi-family housing and areas with planned increased density. SCTA will discuss development of the Countywide Plan at the Planning Advisory Committee, as well as other advisory committees. SCTA staff will also consider whether it is appropriate to discuss the Countywide Plan at the Napa Sonoma Planning Collaborative, as local planners work on their requirements for HCD in their general plans. SCTA will work with local planners to consider whether the Countywide Plan has any potential impact on the cost of living and/or gentrification/displacement of existing communities because of projects resulting from this plan, and whether gentrification/displacement and other policies in Housing Elements should be updated.

#### Vision, Goals, and Objectives

SCTA will review the vision, goals, and objectives stated in the 2014 Countywide Bicycle and Pedestrian Master Plan in conjunction with the plans and policies outlined in Task 2. SCTA will work with the CBPAC to develop a draft shared vision, goals, and objectives for the Countywide Active Transportation Plan that are consistent with relevant policies and plans, as well as community values.

Consultants will review and provide input on draft vision, goals, and objectives as they relate to the entirety of the Countywide Plan and policy context.

Responsible Party	Task Deliverables
SCTA	GIS maps and databases for existing countywide bicycle network
SCTA	Draft memo summarizing existing countywide conditions, including <ul style="list-style-type: none"> <li>- demographics</li> <li>- travel patterns</li> <li>- inventory of existing transportation network, including bicycle, pedestrian, and transit, including any necessary updates to the GIS database</li> <li>- past crash data from data dashboard               <ul style="list-style-type: none"> <li>o report on progress on Vision Zero goals and update to high-injury network on data dashboard</li> </ul> </li> <li>- past bicycle and pedestrian count data</li> <li>- existing programs</li> </ul>
SCTA	Draft memo summarizing community profiles for each jurisdiction participating in a Local Plan update, including <ul style="list-style-type: none"> <li>- demographics</li> <li>- travel patterns</li> <li>- inventory of existing active transportation network</li> <li>- past crash data from data dashboard</li> <li>- past bicycle and pedestrian count data, if available</li> <li>- existing programs</li> </ul>
SCTA	Summary of existing plans addressing connectivity and the active transportation network
SCTA	Summary of legislative background
SCTA	Summary of active transportation policies
Consultant	Draft Countywide Plan section summarizing existing conditions
Consultant	Draft community profiles for each full Local Plan update

**Task 2: Technical Analysis**

Consultants, in coordination with SCTA and participating jurisdictions, will utilize a review of existing conditions and planned improvements to analyze active transportation needs and barriers, and to make recommendations for both physical improvements and programs.

Consultants, in coordination with SCTA and participating jurisdictions, will conduct a Level of Traffic Stress analysis for the countywide network and will identify gaps in the low-stress bicycle network. The Sonoma County Travel Behavior Study, Travel Model origin/destination data, and other available sources will provide insight into desired travel patterns and locations to prioritize connections in the low-stress bicycle network.

Consultants, in coordination with SCTA and participating jurisdictions, will review regional routes and identify needs to achieve seamless transitions across jurisdictional boundaries, including a proposed approach to regional wayfinding. The High-Injury Network developed through the Sonoma Vision Zero project will be overlaid to identify safety needs and barriers. Consultants, in coordination with SCTA and participating jurisdictions, will utilize this analysis along with stakeholder and public input to identify needs for active transportation projects.

This task includes analysis of current design standards and best practices for bicycle and pedestrian facilities. Safe Routes to School engineering studies will be reviewed for specific issues around schools and school transportation. This task includes an analysis of micromobility trends and best practices for accommodating shared micromobility, electric bicycles, and increased active transportation through emerging micromobility options. Review of best practices for quick build projects will help identify near term opportunities where safety improvements are needed most and can be accomplished with minimal time and resources. Opportunities to add new slow streets and formalize or reinstitute pandemic-era slow streets may be examined for Local Plans. This analysis will also consider whether urban greening, tree canopies, and other elements such as transit shelters could increase the utility of certain facilities on hot days, especially as the risk of extreme heat increases with climate change. Considerations of bike highway opportunities and active transportation facilities that also act as wildfire barriers should also be examined.

As an optional task, consultants will include a sidewalk gap analysis in the participating jurisdictions.

<b>Responsible Party</b>	<b>Task Deliverables</b>
Consultant	Low Level of Traffic Stress bicycle network maps, including identification of gaps and barriers in the network
Consultant	Needs for completing regional routes
Consultant	Proposed approach to regional wayfinding
Consultant	Analysis of gaps and barriers in bicycle and pedestrian networks for all seven Local Plans
Consultant	Analysis of needs for emerging micromobility use, including recommendations for accommodation of electric bicycles, scooters, and shared micromobility
Consultant	Non-infrastructure program needs
Consultant	Review of best practices for emerging mobility, quick build projects, and slow streets
Consultant	Recommendations for further data collection or studies
	<b>Optional Task Deliverable</b>
Consultant	Sidewalk gap analysis for each participating jurisdiction

### **Task 3: Public Engagement and Advisory Committee Meetings**

SCTA will facilitate development of this project and local coordination through SCTA/RCPA’s numerous established advisory bodies listed below. Programs and/or projects with objectives that intersect with the goals of the Active Transportation Plan will also be discussed with these advisory bodies. SCTA will ensure coordination and engagement through these meetings, with an effort to avoid increased burden on jurisdictions with limited staff resources. Consultants will be asked to present to select SCTA/RCPA advisory bodies at key project milestones.

- SCTA Countywide Bicycle and Pedestrian Advisory Committee (bi-monthly – additional special meetings may be convened if necessary) – primary committee for coordination of the project

- SCTA Citizens Advisory Committee (monthly) – specific engagement on prioritizing funding for Go Sonoma Act expenditures on bicycle and pedestrian improvements
- SCTA Transit Paratransit Coordinating Committee (bi-monthly) – specific engagement on pedestrian and ADA access to transit
- SCTA Technical Advisory Committee (monthly) – milestone updates and specific engagement on prioritizing funding for Go Sonoma Act expenditures on bicycle and pedestrian improvements
- SCTA Planning Advisory Committee (bi-monthly) – milestone updates and specific engagement on alignment with Housing Elements, General Plans, and related policy issues.
- Vision Zero Advisory Committee and Core Team (quarterly) – milestone updates and specific engagement on Vision Zero policies and the High-Injury Network
- RCPA Climate Action Advisory Committee (quarterly) – milestone updates

Consultants, in coordination with SCTA and local jurisdictions, will be responsible for ensuring Local Bicycle and Pedestrian Boards in all 10 jurisdictions are updated at least once on the development of the Active Transportation Plan. The 7 jurisdictions participating in Local Plan updates should receive more frequent milestone updates. Stakeholder engagement may also be through other relevant technical and/or community meetings as appropriate for coordinating Active Transportation planning activities throughout Sonoma County, such as Safe Streets Coalition, Safe Routes to School Alliance, etc.

Consultant, in coordination with SCTA and participating jurisdictions, will engage the general public and stakeholders through online survey tools, community meetings, and pop-up events. This task will begin with a review of relevant recent community engagement summaries from other planning efforts such as the Comprehensive Transportation Plan, Caltrans District 4 Bicycle and Pedestrian Plans, Vision Zero Action Plan, and the Connected Communities Transportation Study. Input received about the active transportation systems as well as outreach contacts from these past planning processes will be used to inform outreach and engagement on the Countywide Plan.

Consultant shall develop an outreach plan as an outline for engagement and tool for outreach planning, including contact lists, schedules, and logistics. SCTA and participating jurisdictions will provide the consultant with contacts and names of communities, including geographic areas identified as disadvantaged communities, tribal nations, and other interested parties for engagement. The consultant will assist with developing key stakeholder lists for engagement on countywide planning and local planning efforts. The consultant will provide stakeholders with the opportunity to provide input on the outreach plan, including venues for engagement activities.

Consultant will conduct targeted engagement of communities in disadvantaged geographic areas throughout the planning process to ensure understanding of the specific needs and incorporation of priorities of these communities, with a goal of equitable access to safe active transportation.

Consultant, in coordination with SCTA and the Countywide Bicycle and Pedestrian Advisory Committee, will identify a survey and mapping tool for public engagement. The survey mapping tool may include an existing tool such as SafeTREC Street Story, or other existing tool, to build off previous engagement efforts. Consultant will facilitate distribution of an early survey on needs and priorities, as well as a survey on the draft plan through social media, email, online platforms, CBO/NGO partner newsletters or list serves, and at in-person meetings as health and safety measures permit. Consultants will seek opportunities for pop-up workshops at public events outside of traditional work hours such as farmers markets, fairs, festivals, school events, etc.

Consultant, in coordination with SCTA, will seek partnerships with CBOs/NGOs to broaden engagement through collaborative relationships. CBO/NGO partners may be subcontractors of the consultant and would be compensated to locate and reserve meeting spaces, recruit participants, provide logistical support for meetings, review and provide feedback on meeting materials, and facilitate group discussion if appropriate. SCTA will provide the consultant with its established contacts for CBO/NGO partners that represent traditionally underserved and vulnerable populations such as elderly, youth, families, people living with disabilities, Latino, indigenous, recent immigrants, and low income. Consultants will also collaborate with community-based organizations to identify and train community members as volunteer ambassadors, in order to communicate the goals of the Countywide Active Transportation Plan, gather input and contacts for continuing engagement. CBO/NGO partners should be consulted throughout the draft and final plan development and be educated on and encouraged to participate in project implementation after plan adoption. Ambassadors may be selected based on their connections with a particular community, neighborhood, school, other group, and/or special interest in the subject matter.

Outreach should include an educational component on how projects are funded and implemented, as well transparency on how to engage in planning and implementation discussions beyond development of the plan to ensure community voice and accountability are upheld. All outreach and engagement methods will be culturally appropriate and linguistically accessible to communities of non-English speakers, including providing interpretation services and documentation in Spanish for residents with limited English proficiency.

Active transportation needs and barriers identified through public forums, surveys, workshops, and other community engagement will inform the development of projects and programs. Stakeholders and community members will have opportunities to review the technical analysis and provide feedback. Stakeholders and community members will also be engaged in the development of policies for prioritizing projects for funding and identifying near-term priorities.

The Local Plans shall be presented for review at a minimum of one local bicycle and pedestrian board meeting for each jurisdiction participating in a Local Plan update. Local bicycle and pedestrian boards in the three jurisdictions not participating in Local Plan updates will also be engaged in the development of policies for prioritizing projects and identifying near-term priorities. In addition to local bicycle and pedestrian boards, a minimum of one public stakeholder meeting will be held for each of the seven jurisdictions participating in a Local Plan update. Efforts shall be made to engage stakeholders at venues where they already attend to maximize participation.

Responsible Party	Task Deliverables
Consultant	Meeting schedules and agendas
Consultant	Meeting notes, lists of attendees, lists of action items
SCTA/Local Jurisdictions	Draft stakeholder lists, draft CBO/NGO lists
Consultant	Public Outreach Strategy with stakeholder list, schedule, and logistics
Consultant	Survey mapping tool for public engagement

Responsible Party	Task Deliverables
Consultant	PowerPoint presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual maps and drawings, bilingual services, receipts for light snacks (Caltrans approval required prior to purchase. No full meals)
Consultant	Public engagement summary, including feedback from recent planning efforts, survey tools, and community meetings.

#### Task 4: Proposed Projects and Programs

Consultants will utilize the technical analyses developed in Task 2 along with stakeholder and public input from Task 3 to identify proposed projects for inclusion in the Active Transportation Plan.

Consultants and SCTA will work closely with staff from participating jurisdictions, and their bicycle and pedestrian advisory bodies, to identify proposed projects. Recommendations will be made for supportive non-infrastructure programs as well as future data collection and studies.

All projects from locally adopted plans will be included in the Countywide project list.

Consultants will review existing and planned non-infrastructure programs and make recommendations for enhancements to existing programs and/or new programs.

As an optional task, consultants will assist local jurisdictions not participating in full Local Plan updates in utilizing the technical analysis in Task 2 to update projects in their jurisdictions.

Responsible Party	Task Deliverables
Consultant	Inventory of proposed projects, including projects included in previously adopted plans and new proposed projects, for all seven Local Plans and combined list for Countywide Plan <ul style="list-style-type: none"> <li>- Includes inventory of recommendations for regional routes and wayfinding</li> <li>- Includes recommendations for non-infrastructure programs</li> </ul>
Consultant	Updated Countywide map and updated maps for all seven Local Plans
Consultant	Descriptive recommendations for non-infrastructure programs including expansion of current programs and future programs that support and encourage active transportation
	<b>Optional Task Deliverable</b>
Consultant	Updated projects for three local jurisdictions not participating in full Local Plan

#### Task 5: Funding and Implementation

##### Cost Estimates

Consultant team will develop a planning-level cost estimating spreadsheet that can be used in each participating jurisdiction and as a master list for the SCTA. The cost estimates will list detailed information on each of the high priority proposed projects including type, length, current condition, and

implementing agency. Planning-level cost estimating spreadsheets may also be used for groups of smaller projects within jurisdictions.

This task also includes a compilation of existing federal, state, regionals, and local funding sources and applicability of those sources to individual projects and programs in the Plan. Any financial constraints will also be identified in this section.

**Prioritization of Projects for Local Funding Opportunities**

SCTA, in consultation with consultant team, will work closely with advisory committees to establish proposed policies for prioritizing active transportation funding, with a primary focus on the twelve percent set-aside for bicycle and pedestrian projects through the Go Sonoma Act (a quarter cent countywide sales tax starting in 2025). Projects from all ten jurisdictions in Sonoma County, including those updating Local Plans as a part of this project and those not, will be considered for the near-to-mid-term priority projects for funding. Consultant will incorporate approved policies and near-to-mid-term priority projects into the funding and implementation chapter of the plan.

Responsible Party	Task Deliverables
Consultant	Draft funding and implementation chapter of plan including <ul style="list-style-type: none"> <li>- Updated cost estimates in database files for each participating jurisdiction</li> <li>- Compilation of fund sources, applicability, and examples by funding type</li> <li>- Policies for prioritizing active transportation project funding and list of near-to-mid-term priority projects</li> </ul>

**Task 6: Draft and Final Plan**

Consultant shall prepare a draft Countywide Active Transportation Plan and individual plan sections for each participating jurisdiction that can be used as stand-alone plans. The draft Countywide and Local Plan sections shall be available for public review and presented to relevant stakeholders for public input.

6.1: SCTA will review and collect feedback on the Admin Draft Countywide Plan from all jurisdictions within Sonoma County. SCTA will provide the consultant with one set of consolidated comments for incorporation in the Public Draft Countywide Plan. Similarly, SCTA will provide the consultant with one set of consolidated comments on the Draft Final Countywide Plan prior to finalization of the document brought to the SCTA Board of Directors.

6.2-6.8: SCTA and respective participating local agencies will review and provide feedback on Admin Draft Local Plans for incorporation in each Public Draft Local Plan. Similarly, SCTA and respective participating agencies will review and provide feedback on Draft Final Local Plans for each plan in preparation for each being presented to local governing bodies.

6.2: The City of Cotati has specific needs around the timing of their Local Plan Adoption; therefore, the schedule for this Local Plan is accelerated.

Local Plan sections will be reviewed and considered for approval at local governing bodies in advance of adoption of the Countywide Plan.

<b>Responsible Party</b>	<b>Task Deliverables</b>
Consultant	Admin Draft and Public Draft Countywide Active Transportation Plan
Consultant	Admin Draft and Public Draft Local Plans for each of the participating jurisdictions
Consultant	Public Review – list of comments from all meetings and online survey tools
Consultant	Review Draft and Final Draft Countywide Active Transportation Plan that incorporate feedback from the public review process, a summary of next steps towards implementation, and credits Caltrans on the cover or title page.
Consultant	Review Draft and Final Draft Local Plans for local adoption by each participating jurisdiction that incorporate public feedback relevant to each respective jurisdiction, and credits Caltrans on the cover or title page.

### **Task 7: Local Agency and SCTA Board Presentations**

Consultants will develop presentation materials and present and/or assist SCTA and local agencies with presentations on Draft and Final Plans.

<b>Responsible Party</b>	<b>Task Deliverables</b>
Consultant	Draft presentation materials for each participating local agency governing body for its respective Draft and Final Local Plans
Consultant	Present and/or co-present Draft and Final Local Plan to each participating local agency governing body
Consultant	Draft presentation materials for SCTA Board for the Draft and Final Countywide Plan
Consultant	Present and/or co-present Draft and Final Countywide Plan to the SCTA Board of Directors

## Tentative Project Schedule Overview

Task #	Task Title	2022/23						FY 2023/24									FY 2024/25							
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
1	Existing Conditions; Existing Policies and Coordination with Other Plans; Vision, Goals, and Objectives																							
2	Technical Analysis																							
3	Public Engagement and Advisory Committee Meetings																							
4	Proposed Projects and Programs																							
5	Funding and Implementation																							
6	Draft and Final Plans																							
6.1	Draft and Final Countywide Plan																							
6.2	Draft and Final Plan for Cotati																							
6.3-6.8	Draft and Final Plans for Sonoma County, Cloverdale, Sebastopol, Sonoma, Healdsburg, and Rohnert Park																							
7	Board Review/Approval																							

## C. RESOURCES

Caltrans District 4 Bicycle Plan - <https://dot.ca.gov/caltrans-near-me/district-4/d4-popular-links/d4-bike-plan>

Caltrans District 4 Pedestrian Plan - <https://storymaps.arcgis.com/stories/9a25b6f7dcf146328663b62660a0b6f9>

Comprehensive Transportation Plan - <https://scta.ca.gov/planning/comprehensive-transportation-plan/>

Connected Communities Transportation Study

Countywide Bicycle and Pedestrian Master Plan (2014) - <https://scta.ca.gov/planning/countywide-active-transportation-plan/>

MTC Regional Active Transportation Plan - <https://mtc.ca.gov/funding/investment-strategies-commitments/climate-protection/regional-active-transportation-plan#>

Vision Zero Action Plan - <https://scta.ca.gov/vz/>

Vision Zero Data Dashboard - <https://scta.ca.gov/vz/#data-dashboard>

## D. SCHEDULE

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

Date	Event
January 20, 2023	Release Request for Proposals
January 30, 2023	Proposer's Questions Due by 5:00 p.m.
February 9, 2023 at 10am (virtual)	Pre-Bid Conference & Walk Through
February 27, 2023	Proposals Due by 4:00 p.m.
February 28 – March 10, 2023	Proposals Evaluated by SCTA
March 13 - 17, 2023	Interviews Conducted (if necessary)
March 31, 2023	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
April 10, 2023	Board of Directors Awards Contract <i>(subject to delay without notice to proposers)</i>
April 11, 2023	Start Work

## E. PRE-BID CONFERENCE

A conference to discuss questions related to this RFP shall be held per the schedule.

A voluntary pre-proposal meeting to discuss the questions received related to the RFP shall be held on February 9, 10:00-11:00am. Please email [dana.turrey@scta.ca.gov](mailto:dana.turrey@scta.ca.gov) to request a calendar invitation to this meeting. Meeting information will also be posted to the SCTA website at: [scta.ca.gov/about-scta/working-with-scta/](http://scta.ca.gov/about-scta/working-with-scta/) one week prior to the meeting.

## F. QUESTIONS

Proposers will be required to submit all questions in writing per the schedule. Staff will prepare written responses. Written answers will be shared with all potential bidders through an addendum on the SCTA's website <https://scta.ca.gov/about-scta/working-with-scta/>. Questions should be sent via e-mail directly to [dana.turrey@scta.ca.gov](mailto:dana.turrey@scta.ca.gov). Questions will not be accepted by phone.

## G. CORRECTIONS AND ADDENDA

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 to all parties in receipt of this RFP.

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.

Addenda issued by the SCTA 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. 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.

## H. PROPOSAL SUBMITTAL

### 1. FORM

Proposers must submit one (1) electronic copy via email to:

Dana Turrey  
Senior Transportation Planner  
Sonoma County Transportation Authority  
411 King Street, Santa Rosa, CA 95404  
[Dana.Turrey@scta.ca.gov](mailto:Dana.Turrey@scta.ca.gov)

If an electronic file is too large to submit via email, please provide a link to the file via a file sharing service such as Dropbox. Hard copy and/or faxed submissions will not be accepted.

## 2. DUE DATE

Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date via addendum.

## 3. GENERAL INSTRUCTIONS

To receive consideration, proposals shall be made in accordance with the following general 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 satisfied him/herself as to 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.

## 4. PROPOSAL FORMAT AND CONTENTS

Please provide an electronic PDF version via email, to [Dana.Turrey@scta.ca.gov](mailto:Dana.Turrey@scta.ca.gov) no later than 4:00 p.m. on February 27, 2023. The proposal should not exceed 30 written pages (excluding cover letter, proposal cover, table of contents and supplemental information, such as firm brochures and resumes). Supplemental information and appendices should be relevant and brief.

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

### COVER LETTER

The introductory (or transmittal) letter shall be addressed to:

Dana Turrey  
Sonoma County Transportation Authority  
411 King Street  
Santa Rosa, CA 95404

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter. Identify the prime consultant and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team and indicate that the proposal represents a firm binding offer for 90 days.

## SECTION I – ORGANIZATIONAL INFORMATION

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. 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. 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.

**Key Staff:** Identify a single point of contact (project manager) and all key team members, including relevant experience. Include a statement that key team members will not be removed or reassigned without prior approval of SCTA. Provide an organization chart of how the key staff is structured within the organization and include all specialty sub-consultants that would be expected to be utilized on the project.

## SECTION II – QUALIFICATIONS AND EXPERIENCE

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

### **Debarment or Other Disqualification**

Proposer must disclose any debarment or other disqualification as a supplier or 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.

### **Firm Description**

Provide a description of the firm, number of years in business, and its core competencies.

## SECTION III – PROJECT APPROACH AND WORK SCHEDULE

Provide your understanding of the need for the Countywide Active Transportation Plan for Sonoma County, a description of your approach and methodology to perform all required services and meet task objectives outlined in the Statement of Requirements, with an aggressive schedule that will complete the project before **February 28, 2025**. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of SCTA personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

Provide a detailed Scope of Work and Management Approach. Expanding on the scope of work outlined in the Statement of Requirements and the tasks included in the RFP, this section should present a detailed management approach to complete the tasks, including:

- The detail on how to complete the tasks and deliverables outlined in the Statement of Requirements – Project Scope of Work section of this RFP and any additional proposed tasks, including timeline for completion
- The personnel assigned to these tasks, with billable rates and total cost per task
- The number of hours assigned per person per task
- Total cost of all tasks proposed

This section should describe the consultant’s approach to management of the work. If sub-consultants are to be used, provide similar information for each sub-consultant. This section should discuss the consultant’s organization for this project, how the work assignments are structured, and the staffing. Discuss the firm/team’s approach for completing the services for this project within budget. The proposal should include a staffing plan and an estimate of the total hours detailed by position.

### **Quality Control**

Describe the level of quality control that you recommend for this program. What characteristics define this level of quality?

### **Sample Reports**

The submitted sample should represent the level of document quality control that would be recommended for this project.

Include your response to the Statement of Requirements as referenced in Section B, beginning on page 6.

### **SECTION IV – COST OF SERVICE**

The proposal shall clearly state ALL costs associated with the project, broken down by category of products and services. Use the template provided in **Attachment C**.

The project costs must be broken out and include all expenses that will be charged to SCTA, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses. Travel expenses, including, meal reimbursement, hotel per diems, taxes, etc., should be a separate line item and are subject to the Caltrans Travel Policy and Travel Reimbursement Rates: <https://travelpocketguide.dot.ca.gov/>. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant’s proposal.

### **SECTION V – 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.

## SECTION VI – INSURANCE

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

## SECTION VII – ACCESSIBILITY 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)), the County of Sonoma’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County’s Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

For any proposal that includes scope involving such website content, Proposers shall indicate their capacity and plan for compliance with these requirements.

## SECTION VIII - ADDITIONAL INFORMATION

Include any other information you believe to be pertinent but not required.

## SECTION IX – CONTRACT TERMS

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

# I. SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by the SCTA for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. All proposals will be evaluated by an SCTA Selection Committee (Committee). The Committee may be composed of SCTA staff and other parties that may have expertise or experience in the services described herein. All contacts during the evaluation phase shall be through the SCTA Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.
3. The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. The Committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria identified below to arrive at a “proposal score” in the range of 0 to 100 for each proposal. A list of top ranked proposals will be developed based upon the totals of each Committee member’s score for each proposal.

4. The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.
5. 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 an SCTA employee who may be involved in the selection process shall advise the SCTA of the name of the SCTA employee in the proposal.
6. Proposals will be evaluated based on the following Evaluation Criteria.
  - a. Written Proposal and clarity of approach to complete all tasks, including schedule, budget, and scope of work (up to 10 points)
  - b. Project understanding (up to 15 points)
  - c. Project budget (up to 25 points)
  - d. Relevant experience of the key personnel assigned to the project (up to 10 points)
  - e. Qualifications of the Firm, including relevant experience with projects of this type (up to 5 points)
  - f. Experience developing Countywide Active Transportation Plans and Jurisdictional Active Transportation Plans, including plan elements outlined in the Statement of Requirements (up to 25 points)
  - g. Reference Checks (up to 10 points)
7. The SCTA Executive Director reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the 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.
8. The SCTA may, during the evaluation process, request from any proposer additional information which the SCTA deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
9. 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 the RFP, and any unusual complexity of the format and content required by the 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 also request clarification from a proposer on any item in a proposal that SCTA believes to be in error.
10. The SCTA reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the SCTA and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** The SCTA also makes no guarantee of any or equal amounts of work. The SCTA further reserves the right to reject any

or all proposals for any reason, including, without limitation, SCTA's desire to enter into cooperative purchasing agreements with any other public agency.

11. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
12. Generally, the firm selected by the Evaluation Committee 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.

## J. FINALIST INTERVIEWS

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## K. GENERAL INFORMATION

### RULES AND REGULATIONS

1. The issuance of this solicitation 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.
2. 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 SCTA to do so.
3. 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 SCTA.
4. 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 Department Director (via delegation) or the Board of Directors.
5. 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. If 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 SCTA 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.

6. 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 necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
7. [Legal name of proposer] shall indemnify, defend and hold harmless the SCTA, 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.

## NONLIABILITY OF SCTA

The SCTA shall not be liable for any precontractual 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.

## 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.

## 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, regarding 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.

## FORM OF AGREEMENT

1. No agreement with the SCTA shall have any effect until a contract has been signed by both parties.
2. A sample of the agreement is included as Attachment A 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.
3. 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.
4. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
5. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

## DURATION OF PROPOSAL; CANCELLATION OF AWARDS; TIME OF THE ESSENCE

1. All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
2. Unless otherwise authorized by SCTA, the selected consultant will be required to execute an agreement with the SCTA 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 SCTA, the SCTA reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

## 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 his/her 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.

## L. PROTEST PROCESS

All protests must be in writing and must comply with the timelines and procedures set forth below.

[\*Protests and Appeals for Goods and Professional Services Procurements\*](#)

## FILING OF PROTEST FOR PROFESSIONAL SERVICES PROCUREMENTS

Any directly affected party who is aggrieved in connection with the solicitation or award of a contract may file a protest regarding the procurement action.

Such protest must be filed in writing with:

Sonoma County Transportation Authority  
Suzanne Smith, Executive Director  
411 King Street  
Santa Rosa, CA 95404

Protests must be filed within seven (7) calendar days from the date notice of intent to award is issued by the procuring department. Failure to timely file a protest shall constitute a waiver of any right to protest. Untimely protests will not be accepted or considered. Any protest shall:

- State in detail each and every ground asserted for the protest, citing to the law, rule, local ordinance, procedure or bid provision on which the protest is based; and
- Identify the remedy sought.

**Note:** Specification related protests must be fully supported by technical data, test results, or other pertinent information that a rejected product or service offered is equal to or better than the specification requirement.

## PROTEST RESOLUTION PROCESS

### INFORMAL RESOLUTION

After receiving a protest, the SCTA Executive Director will, at the earliest convenience, contact the protesting party to seek informal resolution and/or to clarify the issues.

### WRITTEN RESPONSE

Within fourteen (14) calendar days following contact with the protesting party for informal resolution, the SCTA Executive Director shall provide a written response to the protesting party. The written response shall be prepared under the signature of the SCTA Executive Director. The letter constitutes the department's final decision on the protest and shall be considered the final agency action.

### NO STAY OF PROCUREMENT ACTION DURING A PROTEST

Nothing in these Policies and Procedures shall be deemed to prevent the SCTA from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

### REMEDIES PRIOR TO AN AWARD

If, after an award, it is determined by the SCTA Executive Director that a solicitation or award of a contract or purchase order is in violation of these Policies and Procedures, then the following criteria will be employed to resolve the dispute.

1. If the person or entity awarded the contract or purchase order has not acted fraudulently, or in bad faith:

- The contract or purchase order may be ratified and affirmed, provided it is determined that doing so is in the best interest of the SCTA; or
  - The contract/purchase order may be terminated.
2. If the person or entity awarded the contract or purchase order has acted fraudulently or in bad faith, the contract or purchase order shall be declared null and void.

## ATTACHMENTS AND EXHIBITS

Attachment A: Sample Agreement

Attachment B: Sample Insurance Requirements

Attachment C: Cost Proposal Template

# ATTACHMENT A: SAMPLE AGREEMENT

## Standard Professional Services Agreement (“PSA”)

Revision G – October 2021

### AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2023 ("Effective Date") is by and between the Sonoma County Transportation Authority, a political subdivision of the State of California (hereinafter "County"), and \_\_\_\_\_ (hereinafter "Consultant").

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified and experienced in the preparation of Active Transportation Plans and related services; and

WHEREAS, in the judgment of the Sonoma County Transportation Authority, it is necessary and desirable to employ the services of Consultant for technical assistance in development of the Countywide Active Transportation Plan for Sonoma County.

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 County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, 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. With respect to performance under this Agreement, Consultant shall employ the following key personnel: \_\_\_\_\_.
- 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 on a time and material/expense basis in accordance with the budget set forth below provided, however, that total payments to Consultant shall not exceed \_\_\_\_\_, without the prior written approval of SCTA. Consultant shall submit its bills in arrears on a monthly basis in a form approved by SCTA's Auditor and the Executive Director of SCTA. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the

persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then

commercially available to Consultant, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

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.

## 2.1 Cost Principles.

2.1.1 Consultant agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.

2.2.2 Consultant agrees, and will assure that its contractors and subconsultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subconsultant under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

2.2.3 Prior to Consultant seeking reimbursement of indirect costs, Consultant must have identified the estimated indirect cost rate in Exhibit A, prepare and submit annually to SCTA and Caltrans for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.

3. Term of Agreement. The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ 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 SCTA Board of Directors has the authority to terminate this Agreement on behalf of the SCTA. In addition, the Executive Director of SCTA, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the SCTA.

4.6 Budget Contingency Clause.

4.6.1. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this Agreement and do not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, SCTA shall have no liability to pay any funds whatsoever to Consultant or to furnish any other considerations under this Agreement and Consultant shall not be obligated to perform any provisions of this Agreement.

4.6.2. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, SCTA shall have the option to either terminate this Agreement with no liability occurring to SCTA, or offer an Agreement Amendment to Consultant to reflect reduced amount.

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, Caltrans, and all jurisdictions participating in the plan, their 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, Caltrans, and all jurisdictions participating in the plan, 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, Caltrans', or any participating jurisdictions', part, but to the extent required by law, excluding liability due to SCTA's, Caltrans', or any participating jurisdictions' conduct. SCTA, Caltrans, and participating jurisdictions 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 C, 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. Minor changes which do not change the scope of work or significantly lengthen time schedules may be executed by the Executive Director in a form approved by County Counsel. The SCTA Board of Directors must authorize all other extra or changed work. The parties expressly recognize that 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 Retention of Records/Audits

9.5.1 Consultant agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

9.5.2 Consultant, its contractors and subconsultants shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of Consultant, its contractors and subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Consultant, its contractors and subconsultants connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment to Consultant and shall be held open to inspection, copying, and audit by representatives of SCTA, Caltrans, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Consultant, its contractors and subconsultants upon receipt of any request made by SCTA and/or Caltrans or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, SCTA and/or Caltrans will rely to the maximum extent possible on any prior audit of Consultant pursuant to the provisions of State law. In the absence of such an audit, any acceptable audit work performed by

Consultant's external and internal auditors may be relied upon and used by SCTA and/or Caltrans when planning and conducting additional audits.

9.5.3 For the purpose of determining compliance with applicable State law in connection with the performance of Consultant's contracts with third parties pursuant to GC Section 8546.7, Consultant, Consultant's contractors, subconsultants, and Caltrans shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Consultant under this Agreement. SCTA, Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and Consultant shall furnish copies thereof if requested.

9.5.4 Consultant, its contractors and subconsultants will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with this Agreement.

9.6 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.

9.7 Statutory Compliance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. All services performed by Consultant pursuant to this agreement shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local Laws, regulations, ordinances, all applicable Caltrans policies and procedures, and all applicable Caltrans published manuals, including, but not limited to, the applicable Grant Application Guide, available upon request.

By signing this Agreement, Consultant assures SCTA that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures or published manuals of either CALTRANS or SCTA, the order of precedence of the applicability of same to this Agreement shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) CALTRANS policies, procedures, and published manuals; 4) Local ordinances; and 5) SCTA policies, procedures, and published manuals.

Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

#### 9.8 Nondiscrimination.

9.8.1 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.

9.8.2 Consultant, and any subconsultant or contractor employed by Consultant to perform work under this Agreement, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.

9.8.3 Consultant, and any subconsultant or contractor employed by Consultant to perform work under this Agreement, shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department of Caltrans shall require to ascertain compliance with this clause.

9.8.4 Consultant, and any subconsultant or contractor employed by Consultant to perform work under this Agreement, shall give written notice of their obligations under

this clause to labor organizations with which they have a collective bargaining or other agreement.

9.8.5 Consultant, and any subconsultant or contractor employed by Consultant to perform work under this Agreement, shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts it enters into to perform work under this Agreement.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County 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 and Caltrans 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 and Caltrans 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 and Caltrans may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCTA and Caltrans. 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 and Caltrans.

#### 9.11 Ownership of Proprietary Property

##### 9.11.1 Definitions

9.11.1a Work: The work to be directly or indirectly produced by Consultant or any subconsultant or contractor employed by Consultant to perform work under this Agreement.

9.11.1b Work Product: All deliverables created or produced from Work under this Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Consultant, and any subconsultant or contractor employed by Consultant to perform work under this Agreement, may conceive of or develop in the course of this

Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

9.11.1c Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by Consultant or jointly with the Consultant's contractor and/or subconsultant and/or the Consultant's contractor and/or subconsultant's employees with one or more employees of SCTA and/or Caltrans, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

#### 9.11.2 Ownership of Work Product and Rights

9.11.2a Copyright Ownership of Work Product: Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Consultant, its employees, or by any of the Consultant's contractor's and/or subconsultant's employees under this Agreement, shall be owned by Caltrans and SCTA and shall be considered to be works made for hire by the Consultant and Consultant's contractor and/or subconsultant for Caltrans and SCTA. Caltrans and SCTA shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and SCTA. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and SCTA. All Rights Reserved.

9.11.2b Vesting of Copyright Ownership: Consultant, its employees, and all of Consultant's contractor's and subconsultant's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans and SCTA, its successors, and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant's contractor and/or subconsultant from Caltrans. From time to time, Caltrans and SCTA shall require its contractors, subconsultants, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as Caltrans and SCTA may request. Caltrans and SCTA, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be

available for Work Product. Consultant shall require contractors, including subconsultants, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

### 9.11.3 Inventions

9.11.3a Vesting of Patent Ownership: Consultant and its contractors, subconsultants, and respective employees shall assign to Caltrans and SCTA, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain Caltrans' and SCTA's property regardless of whether such protection is sought. The Consultant shall promptly make a complete written disclosure to Caltrans and SCTA of each Invention not otherwise clearly disclosed to Caltrans and SCTA in the pertinent Work Product, specifically pointing out features or concepts that the Consultant, its employees, and/or Consultant's contractor and/or subconsultant believes to be new or different. The Consultant, its employees, and Consultant's contractor and subconsultant shall, upon Caltrans and SCTA's request and at Caltrans and SCTA's expense, cause patent applications to be filed thereon, through solicitors designated by Caltrans and SCTA, and shall sign all such applications over to Caltrans and SCTA, its successors, and assigns. The Consultant, its employees, and Consultant's contractor and subconsultant shall give Caltrans and SCTA and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans and SCTA may consider necessary or appropriate to carry out the intent on this Agreement.

9.11.3b Consultant: In the event that Caltrans and SCTA are unable for any reason whatsoever to secure the Consultant's, its employees', and/or Consultant's contractor's, and/or subconsultant's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Consultant, its employees, and Consultant's contractor and subconsultant hereby irrevocably designates and appoints Caltrans and SCTA and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Consultant, its employees and Consultant's contractor's and subconsultant's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Consultant, its employees and Consultant's contractor and subconsultant. Caltrans and SCTA shall have no obligations to file any copyright, trademark or patent applications.

### 9.11.4 Additional Provisions

9.11.4a Avoidance of infringement: In performing services under this Agreement, Consultant, and any subconsultant or contractor employed by Consultant to perform work under this Agreement, and their employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant, or any subconsultant or contractor employed by Consultant to perform work under this Agreement, or their employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant, or any subconsultant or contractor employed by Consultant to perform work under this Agreement, or their employees shall immediately notify Caltrans and SCTA in writing.

9.11.4b Pre-existing Works and License: Consultant agrees to require contractors and subconsultants to acknowledge that all Work Product shall be the sole and exclusive property of Caltrans and SCTA, except that any Pre-existing Works created by Consultant and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Consultant or such parties. Consultant agrees to notify Caltrans and SCTA in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to SCTA and Caltrans a nonexclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.

9.11.4c Contractors and Subconsultants: Through contract with its contractors and subconsultants, Consultant shall affirmatively bind by contract all of its contractors, subconsultants, and service vendors (hereinafter "Consultant's Contractor/Subconsultant") providing services under this Agreement to conform to the provisions of this Agreement. In performing services under this Agreement, Consultant's Contractor/Subconsultant shall agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant's Contractor/Subconsultant becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant's Contractor/Subconsultant shall immediately notify the Consultant in writing, and Consultant shall then immediately notify the SCTA and Caltrans in writing.

#### 9.11.5 Ownership of Data

9.11.5a Upon completion of all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and SCTA and no further agreement will be necessary to transfer ownership to Caltrans and SCTA. The Consultant, its contractors, and subconsultants, shall furnish SCTA and Caltrans all necessary copies of data needed to complete the review and approval process. To the extent the Consultant Services contain Preexisting Consultant Data,

Consultant hereby grants to Caltrans and SCTA a non-exclusive, non-transferable, non-assignable, royalty-free license to use such Preexisting Consultant Data solely for the purpose of completing and maintaining the project.

9.11.5b It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this Agreement has been entered into.

9.11.5c Consultant, its contractors, and subconsultants, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans or SCTA of the machine-readable information and data provided by Consultant, its contractors, and subconsultants, under this Agreement; further, Consultant, its contractors, and subconsultants, are not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans or SCTA of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by Consultant, its contractors, and subconsultants.

9.11.5d Any sub-agreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

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 follows the County of Sonoma's 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)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

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 County'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 County 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.

12. 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**[Department name, address, and email**

**Facsimile number may be included]**

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.

13. Mandatory Organic Waste Recycling. It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, the Contractor shall arrange for organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the Caltrans Contract Manager.

14. Drug-Free Workplace Certification.

By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of California that Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  1. The dangers of drug abuse in the workplace.
  2. The person's or organization's policy of maintaining a Drug-Free workplace;
  3. Any available counseling, rehabilitation, and employee assistance programs.
  4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
  1. Will receive a copy of the company's Drug-Free policy statement.
  2. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both, and Consultant may be ineligible for the award of any future state contracts if CALTRANS or SCTA determines that any of the following has occurred: (1) Consultant has made a false certification or, (2) Consultant violates the certification by failing to carry out the requirements as noted above.
- e. The above requirements shall be passed through to any subconsultants or contractors employed by Consultant to provide work under this Agreement.

15. Miscellaneous Provisions.

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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 County of Sonoma.

15.6 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.

15.7 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.

15.8. 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.

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

15.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and

effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

CONSULTANT: \_\_\_\_\_

SCTA: SONOMA COUNTY TRANSPORTATION  
AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

CERTIFICATES OF INSURANCE REVIEWED, ON  
FILE, AND APPROVED AS TO SUBSTANCE FOR  
SCTA:

Name: \_\_\_\_\_

By: \_\_\_\_\_

Department Director or Designee

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM FOR SCTA:

By: \_\_\_\_\_

County Counsel

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

EXECUTED BY:

By: \_\_\_\_\_

Executive Director

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

## ATTACHMENT B: SAMPLE INSURANCE REQUIREMENTS

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 below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### 1. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### 2. GENERAL LIABILITY INSURANCE

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. [insert exact name of additional insured] shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this

Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### 3. AUTOMOBILE LIABILITY INSURANCE

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

## 5. STANDARDS FOR INSURANCE COMPANIES

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

## 6. DOCUMENTATION

- a. The Certificate of Insurance must include the following reference: [insert contract number or project name].
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## 7. POLICY OBLIGATIONS

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## 8. MATERIAL BREACH

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

