



Sonoma County Transportation Authority
Regional Climate Protection Authority

August 30, 2024

Interested Parties:

The Sonoma County Transportation Authority and Regional Climate Protection Authority invites proposals from qualified consultants to develop a Strategic Transportation Demand Management Plan for Sonoma County. As outlined in the scope of work, the development of these recommendations will require expertise in the following areas:

- Transportation planning or transportation demand management consulting firm with experience in developing transportation demand management plans or similar plans
- Demonstrated ability to deliver the project within a limited timeframe
- Familiarity with interpreting trip and travel behavior data
- Technical transportation planning skills including gaps analysis, developing project cost estimates, and some knowledge of transportation funding
- Partner and public engagement
- Demonstrated experience synthesizing community and partner input and using this information to develop a strategic plan
- Familiarity with Sonoma County

Proposals must be submitted at or before 4:00 p.m. on September 30, 2024.

One (1) electronic copy of the proposal in PDF format should be delivered via email to:
dana.turrey@scta.ca.gov

Proposals and amendments to proposals received after the date will not be accepted. Questions regarding this Request for Proposals will be accepted through September 17, 2024 and should be directed in writing to Steph Britt via email at stephanie.britt@scta.ca.gov. Answers to the questions received will be given at the Pre-Proposal Meeting.

Sincerely,

A handwritten signature in black ink that reads "James R. Cameron".

James Cameron, Executive Director



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:

Strategic Transportation Demand Management Plan for Sonoma County

Key RFP Dates

Issue RFP: August 30, 2024

Written questions due: September 17, 2024

Pre-proposal meeting: September 24, 2024

Proposals due: September 30, 2024

Potential interview dates: October 14-18, 2024

Tentative Contract award: November 18, 2024

Tentative Start work: November 19, 2024

Proposals must be received no later than 4:00 P.M. on September 30, 2024.



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A. INTRODUCTION

The Sonoma County Transportation Authority (SCTA) invites qualified and experienced Consultants to submit a proposal for professional services to conduct a Transportation Demand Management (TDM) Study and to develop a Strategic TDM Plan (Plan) for Sonoma County.

The final Plan will be comprised of several smaller deliverables that will culminate in a comprehensive set of recommendations to enhance the existing TDM program, introduce new TDM strategies, including marketing strategies. These recommendations will include establishing clear TDM goals and introducing innovative programs, practices, and technologies.

The proposal for the Plan will include a Cost Proposal detailing an estimate of hours and costs per task, including other direct costs (ODCs). Please submit one digital copy of your proposal. The proposal shall not exceed 20 pages, not including the cover letter, attached resumes, or detailed scope of services.

Proposals must be submitted by 4:00 p.m. on September 30, 2024. This Request for Proposals describes the elements that should be included in the proposal. Submissions should include a community outreach component as well as a technical transportation planning element. 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.

The performance period for this contract is from the date of contract execution to the completion of the Transportation Demand Management Plans or May 31, 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 Transportation Demand Management Plans or similar documents at a fair and reasonable cost.

This RFP does not commit the SCTA to enter into a contract and the SCTA is not responsible for any costs incurred in the 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, DESCRIPTION, AND PURPOSE

As the County Transportation Authority (CTA), SCTA serves as the countywide planning and fund programming agency for transportation-related projects. This includes the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, the town of Windsor, and unincorporated areas of the County.

SCTA strives to reduce single-occupancy vehicle (SOV) travel and greenhouse gas (GHG) emissions to improve air quality in the region and curb climate change. Reducing SOV travel is a challenge in a region with car-centric land use patterns, multiple employment centers, a large commuter population, and a significant tourist industry. SCTA currently provides TDM services through the Sonoma Commute program (<https://gostonoma.org>) which offers commuters a range of alternative transportation incentives. Through Sonoma Commute, commuters can earn points for choosing alternative travel options for their commutes to work or school and redeem the points for gift cards.

Sonoma County voters recently passed the Go Sonoma Act, which is a ¼ cent sales tax dedicated to transportation. The expenditure plan includes a Commuter and First/Last Mile Program, which will generate approximately \$1 Million in revenue annually, starting in 2025. This funding is dedicated for community benefit programs that support first and last mile and commuter programs to be managed by SCTA. The SCTA, along with the jurisdictions within Sonoma County, are currently developing a system for VMT mitigation and exchange that would allow developers and project sponsors to offset project VMT impacts through the payment of fees, or direct implementation of, projects and programs that would reduce VMT in Sonoma County. SCTA intends to take an active role in funding mobility/TDM/first-last mile programs, leveraging these fund sources, and forming partnerships with local transit agencies, jurisdictions and employers.

The Sonoma Marin Area Rail Transit (SMART) manages the [SMART CONNECT](#) on-demand micro-transit shuttle service to the Larkspur and Sonoma County Airport SMART stations. In addition, SCTA and regional partners partnered with [Drop Mobility](#) to launch a regional electric bikeshare program that will provide micro-mobility connectivity for Sonoma and Marin County. This Strategic TDM Plan will provide a unique opportunity to assess existing programs and pinpoint effective strategies that can address the congestion, pollution, and public health challenges posed by SOV travel and provide meaningful strategies to promote alternative travel options.

Recent and emerging technologies have created a dynamic landscape for TDM implementation, including shared mobility options and use of real-time travel information to support more efficient mobility choices. This fast-paced change in the market creates both challenges and opportunities. While the region's existing TDM programs are primarily stand-alone programs focused on helping commuters get to work, there are opportunities to integrate TDM strategies into regional planning, project-level

planning, and transportation systems management and operations to maximize community benefits and enhance transportation system performance.

The purpose of the study and Plan is to develop a pathway for addressing these challenges through an enhanced program that offers better marketing, new tools and a range of alternative transportation options. While the Covid-19 pandemic brought about substantial shifts in the workforce and commuting practices across the country, numerous Sonoma County employers implemented remote and telecommuting policies in the years that followed. As the nation gradually returns to its regular work routines, traffic congestion on roads, highways, and freeways have re-emerged. Despite vehicle miles traveled (VMT) in 2022 lingering at 4.7% lower than pre-pandemic levels in 2017, Sonoma County Transportation Authority desires to develop and implement strategies that can broaden transportation options, provide easier access to the transit network, curtail GHG emissions and air pollution, and enhance public health outcomes.

2. DESIRED GOALS/OBJECTIVES/OUTCOMES

The objective of the study is to develop a Strategic TDM Plan by identifying and prioritizing practical, emerging, and innovative TDM strategies customized to the unique requirements of the region. The recommendations presented in this report will be data-driven, community-supported, and measurable, ensuring a significant return on investment. Recommendations derived from this study should reflect a forward-thinking and creative approach to TDM strategies that address Sonoma County's evolving needs. The Consultant is expected to harness their team's creativity and innovative thinking to present both practical and novel solutions and approaches that can be adapted to the unique context and challenges faced in the North Bay.

The TDM Plan project area includes the entirety of Sonoma County and includes supportive programs for commutes into and out of the County. The Plan will align with VMT reduction goals and strategies identified in the Caltrans Active Transportation Plan, Caltrans Climate Adaptation Plan Strategic Goals, the Sonoma County Comprehensive Transportation Plan, and the Sonoma Countywide Active Transportation Plan. The TDM Plan will develop strategies to reduce emissions and vehicle miles traveled (VMT) through mobility programs, the VMT mitigation program, and first/last mile solutions to extend the reach of the existing transit system.

The Plan will help identify mobility and first/last programs to prioritize for funding through the Go Sonoma Act Commuter and First/Last Mile Program, the VMT Mitigation and Exchange Program, and other sources leveraged with through these programs.

The TDM plan will require partner agency/organizational input, review of existing programs, review of existing travel data and analysis, and public outreach. The TDM Plan aims to address barriers to shared and active transportation use in Sonoma County. The result will be a list of prioritized programs and implementation strategies, including a marketing strategy for existing and new programs. Prioritized programs may include enhanced access to existing public transit services, new on-demand or fixed route transit or shuttle connections, vanpool subsidies, shared micromobility expansion, expanded incentives for active and shared transportation, and other supportive programs and innovative solutions. While SCTA's existing program is focused on commuters, the Strategic Plan will identify solutions for

challenges beyond the traditional commute market, including recreational travel, seasonal tourism, special events, and other opportunities identified to reduce VMT.

The Plan will also include an evaluation of the existing Sonoma Commute Rewards and Emergency Ride Home programs operated by SCTA. Strategies should be organized into logical categories. Potential categories include the following: Transit Strategies (Bus and Rail), Micromobility Strategies, Commuter Incentives, Technology Strategies, and Compatible Strategic Concepts.

The final Plan is intended to serve as the strategic plan to address Sonoma County's TDM needs. Based on initial deliverables, the final Plan shall meet the following goals:

1. Increase use of shared and active travel modes of vanpools, carpools, transit, bike and walk.
2. Incorporate strategies to address equity and disadvantaged and low-income communities.
3. Incorporate innovative and engaging strategies to attract new users of active and shared modes.
4. Target efforts on strategies that have a verifiable impact on community.
5. Develop a methodology to measure the success of the program and individual programs/projects and provide regular reports.
6. Incorporate strategies that align with funding goals of reducing greenhouse gases and vehicle miles travelled and improving air quality.
7. Offer convenient and accessible tools to support engagement strategies.
8. Increase public, private partnerships.

The final Transportation Demand Management Plan shall be presented to and adopted by the SCTA Board of Directors.

B. STATEMENT OF REQUIREMENTS – PROJECT SCOPE OF WORK

SCTA will select a qualified Consultant to develop a TDM Plan for Sonoma County. The following presents a desired scope of work and deliverables. SCTA will consider proposer recommendations to modify scope and deliverables, if those changes will better meet the purpose and objective of this study and Plan. If any tasks are intended to be optional, please clearly identify them as such. Please identify project management activities and identify them per task. Finally, the selected Consultant must demonstrate to the selection committee the following professional qualifications:

- Transportation planning or transportation demand management consulting firm with experience in developing transportation demand management plans or similar plans
- Demonstrated ability to deliver the project within a limited timeframe
- Familiarity with interpreting trip and travel behavior data
- Technical transportation planning skills including gaps analysis, developing project cost estimates, and some knowledge of transportation funding
- Partner and public engagement
- Demonstrated experience synthesizing community and partner input and using this information to develop a strategic plan
- Familiarity with Sonoma County

TASKS

TASK 1. COLLABORATIVE PLANNING INITIATION AND PROJECT MANAGEMENT

- **Project Kickoff:**
 - a. Consultant and SCTA staff kickoff meeting:
 - i. Discuss TDM Plan’s objectives, expectations, priorities, and establish a partnership committee.
 - 1. Partnership Committee: The Partnership Committee should include expertise to confirm existing conditions and programs, provide input on needs, and steer community engagement plan. Key partners may include representatives from transit agencies, cities/county, large employers, downtown associations, chambers of commerce, colleges/universities, and others.
 - ii. Review project/work plan elements and timeline.
- **Progress Reports:**
 - a. Progress Reports: Consultant will submit invoices and project updates to SCTA to document progress throughout project and reflect associated fees as they incur.

Task 1 Deliverables
<ul style="list-style-type: none">• Detailed schedule• Monthly progress reports• Establish Partnership Committee

TASK 2. COMMUNITY AND STAKEHOLDER ENGAGEMENT PLAN

The project team should meet with partners to identify outreach objectives and determine appropriate outreach strategies to effectively gather input from community members and stakeholders. Written and verbal communication should be made in English and Spanish and reasonable accommodations should be made to ensure that all materials are accessible to low vision or blind residents and those that are hard-of-hearing or deaf. Strategies may include, but are not limited to, conducting focus groups and interviews, distributing surveys, pop-ups, attending regularly scheduled Community Based Organization (CBO) meetings to present project information and solicit feedback, attending employer-based events, attending employer group meetings or events, attending public events, and establishing project-related websites and materials.

More than one strategy may be implemented to effectively reach residents and stakeholders within Sonoma County. Proposed strategies should be reviewed by the Partnership Committee to facilitate consensus on the proposed approach. The community outreach strategy should include an outreach schedule and timeline.

Task 2 Deliverables

- Memorandum summarizing partner and community engagement strategy (strategies, level of community participation, timeline, etc.). This should include the following elements:
 - Identify target communities, including communities of concern and priority development areas.
 - Identify stakeholders and CBOs to be consulted during the outreach process
 - Determine degree of community engagement desired for each phase of the project:
 - frequency of meetings requested from partners,
 - timeline for community involvement.
 - Assess availability and cost(s) to utilize accessibility technology.
 - Identify, hire and /or recruit multilingual speakers of needed languages (primarily English and Spanish) to be:
 - on site for in-person outreach (if included),
 - create and review outreach materials,
 - and be available for virtual community meetings.
 - Identify venues for in-person community engagement.
 - Recommend a schedule for community engagement interactions (pop-ups, surveys, meetings, etc.)
 - Identify measurables to track participation (i.e. number of meetings held, number of attendees, number of returned surveys, etc.), and a timeline for outreach execution and completion.
 - Develop public-facing language that clearly and comprehensively frames the purpose of public outreach for the TDM Plan and how public input will significantly shape the outcome of a list of locally identified TDM priorities.

TASK 3. EXISTING PROGRAMS REVIEW AND GAPS ANALYSIS

Existing Programs Review

- Inventory existing TDM and first/last mile programs in Sonoma County, building off the Shared Mobility and TDM Program Needs Assessment prepared for the 2018 Shift Sonoma County Low Carbon Transportation Action Plan. The inventory should include program details such as lead agency/entity for each program, cost, length of time the program has been in service, any sunset dates for pilot programs, areas and groups served, and performance information as available.

- Review and evaluate the existing Sonoma Commute program, consisting of Sonoma Commute Rewards and Emergency Ride Home and the GoSonoma.org website.
- Review and document other existing TDM programs in Sonoma County: SMART Connect (on-demand shuttle from the Airport SMART Station), Russian River Shuttle (seasonal recreation shuttle to the river), Redwood Bikeshare, discounted and free transit passes (SRJC and SSU students, youth, Bay Pass, etc.).

Gaps Analysis

- Identify and summarize the existing transportation conditions in Sonoma County utilizing the Countywide Transportation Plan, Sonoma County Travel Behavior Study, the Shift Sonoma County Low Carbon Transportation Action Plan (2018). Additional previous planning documents such as Plan Bay Area 2050, the Countywide Active Transportation Plan, the Integrated Transit Service Plan, Community Based Transportation Plans, local Priority Development Area and area specific plans and studies may be useful for transportation conditions context. Supplemental data may be drawn from the US Census/American Community Survey, MTC Equity Priority Communities data, and other big data sources as available. Include a demographic and commuter profile of Sonoma County, including residential demographics (auto ownership, race/ethnicity, gender, age, income status, job sector, etc.).
- In consultation with Partnership Committee, identify important local, county, and regional destinations for residents and workers in Sonoma County. Identify gaps in existing transportation services, awareness of existing programs and services, and other barriers to access. Facilitate discussions with the goal of reaching consensus on transportation gaps, needs, and priorities.

<p>Task 3 Deliverables</p> <p>Existing programs review and gaps analysis report/memorandum summarizing key destinations in Sonoma County and major destinations outside of study areas that are important to local community members and Sonoma County area residents, review and evaluation the existing Sonoma Commute program, inventory of additional existing TDM and first/last mile programs, and identification of shared/active transportation gaps and barriers.</p> <p>Maps of the project area and existing facilities should be included as appropriate.</p>
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TASK 4. MARKETING AND PROGRAM RECOMMENDATIONS

- Based on research and gaps analysis, develop cohesive marketing strategies to increase awareness and use of existing and recommended TDM programs and shared/active transportation options. The strategies should be effective in achieving TDM’s intended goals and be designed to adapt to real time and changing market conditions, be cost-effective, and be easily deployable to target audiences. The strategies should address, incentives,

promotions, potential partnerships, outreach opportunities, and ideas for collaboration with major employers, jurisdictions, downtown associations, business groups, residential developments, and other groups identified. Strategies should consider how to overcome challenges in participation.

- Optional Task 4a: Develop website and tools to help identify and implement recommended marketing strategies. The Consultant shall create marketing tools and ensure accessibility through online, electronic, and digital means to promote effortless community engagement and information sharing. Responsibilities include the development of tools that facilitate easy access to information and engagement opportunities within the community. The Consultant shall focus on fostering seamless interaction and information dissemination through various digital channels.
- Based on research and an evaluation of existing TDM programs, make governance and institutional recommendations such as partnership agreements and/or policy enhancements that could help advance TDM implementation throughout Sonoma County and provide opportunities for advancements for cross-county travel.
- Based on research and gaps analysis, develop a comprehensive list of TDM and first/last mile solutions for commute and non-commute travelers in Sonoma County and Sonoma County residents traveling cross-county.
- Establish criteria for evaluating the feasibility of proposed solutions (i.e. cost effectiveness, potential funding availability, reasonableness of implementation schedule, public right-of-way, etc.).
- Facilitate consensus in the Partnership Committee on the evaluation criteria and identification of lead agencies. Review potential solutions based on how well they meet the agreed-upon criteria. Document solutions that do not meet the criteria and indicate why they will not advance for further analysis.
- Evaluate the implementation feasibility of the proposed viable solutions including cost estimates, lead agency, partner agencies/organizations, potential funding sources, timelines, etc., and include any operational, institutional, or funding constraints (both public and private resources) that need to be addressed to ensure successful implementation.

Task 4 Deliverables
Marketing strategy memorandum/report
<ul style="list-style-type: none"> • <i>Optional Task: Website and marketing tools</i>
Memorandum on governance and institutional recommendations

Draft list of feasible TDM and first/last mile programs, with documentation of all programs analyzed, for SCTA and Partnership Committee review. Programs descriptions shall include the following information for each recommendation:

- Cost estimate
- Implementation timeline
- Lead agency/organization
- Partner agencies/organizations
- Priority (high, medium, low)
- Potential funding sources
- Barriers to implementation

Revised list of feasible TDM and first/last mile programs

TASK 5. CONDUCT COMMUNITY OUTREACH AND PRIORITIZE PROGRAM RECOMMENDATIONS

- Conduct a community outreach campaign utilizing strategies identified in Task 2. Gather input from community members on most feasible marketing and program solutions identified in Task 4 that would best address gaps and needs identified in Task 3. As appropriate, provide information about solutions that could improve mobility that the community may not be familiar with, such as car sharing, emerging technologies and innovations, and/or approaches that have been successful in other communities.
- Develop a prioritized list of recommendations for the TDM Plan

Task 5 Deliverables

- Memorandum highlighting a list of transportation projects and priorities, based on TDM solutions identified in Task 4, that can be used to improve transportation demand management and streamline existing processes.
- Provide a list containing names of CBOs, employers, employer groups, and community members that participated in the outreach process for use in future transportation-related outreach efforts. Describe the outreach process used to develop this list including strategies used and level of participation.
- Summarize the process used to evaluate and prioritize identified solutions.

TASK 6. PREPARE DRAFT AND FINAL TRANSPORTATION DEMAND MANAGEMENT PLAN

- Compile draft and final Transportation Demand Management Plan. Draft TDM Plan should be distributed to the SCTA/RCPA and Partnership Committee for review. Feedback from the review process should be summarized and used to develop a final Transportation Demand Management Plan.

<p>Task 6 Deliverables</p> <p>6a. Draft TDM Plan including a consolidation of all technical memorandums, materials, and maps into one draft final document. Comments received on technical memorandums and draft reports will be incorporated in this draft. The TDM Plan should contain the following elements:</p> <ul style="list-style-type: none"> ○ Planning area description, demographics, and maps ○ Summary of the community outreach process including all stakeholders and outreach strategies involved as well as the outreach results (i.e. number/type of events, attendance, number of returned surveys, etc.) ○ A comprehensive marketing strategy ○ Summary transportation gaps and needs ○ Prioritized list of feasible solutions ○ Assessment of operational, institutional, and funding constraints that need to be addressed to ensure successful implementation ○ Cost estimates for each proposed solution ○ An implementation action plan which identifies potential funding sources, implementing agencies, and implementation time frames for high priority recommendations. ○ Monitoring and evaluation – include recommendations for a process for reporting progress on implementing the Plan’s recommendations. This process could include reporting to the Partnership Committee, the SCTA/RCPA Board of Directors and/or other SCTA advisory committees. <p>6b. Final TDM Plan: Feedback on the draft TDM Plan from the SCTA and Partnership Committee, and other SCTA/RCPA committees as appropriate should be incorporated into the final TDM Plan.</p>
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The selected consultant(s) will provide electronic copies of the final plan to SCTA. SCTA will provide copies on their website, for public dissemination.

TASK 7. PRESENT FINAL TDM PLAN RESULTS

Consultants will develop presentation materials and present and/or assist SCTA with presenting the Draft and Final TDM Plan to the SCTA/RCPA Board of Directors, SCTA/RCPA committees, and other groups as identified. The final TDM Plan should be presented for adoption by the SCTA Board of Directors.

<p>Task 7 Deliverables</p> <p>PowerPoint presentation</p>
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C. RESOURCES

Caltrans District 4 Bicycle Plan (2018) - <https://dot.ca.gov/caltrans-near-me/district-4/d4-popular-links/d4-bike-plan>

Caltrans District 4 Bicycle Plan Update (in development)- <https://dot.ca.gov/caltrans-near-me/district-4/d4-programs/d4-transplanning-local-assistance/d4-office-of-transit-and-active-transportation/d4-bike-plan-info#publicinput>

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

City of Rohnert Park General Plan - https://envisionrp.com/images/docs/gp2040_draft.pdf

City of Santa Rosa Active Transportation Plan (under development) – <https://www.srcity.org/3906/Active-Transportation-Plan>

City of Santa Rosa General Plan - <https://www.srcity.org/DocumentCenter/View/24327/Santa-Rosa-General-Plan-2035-PDF---October-2020>

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

Countywide Active Transportation Plan (in development) - <https://scta.ca.gov/planning/countywide-active-transportation-plan/>

Go Sonoma Act Expenditure Plan - <https://scta.ca.gov/wp-content/uploads/2020/05/4.1.1c-GoSonoma-Expenditure-Plan-2020-5-26-2020-Final-clean-5-20-20.pdf>

Go Sonoma Act Strategic Plan - <https://scta.ca.gov/wp-content/uploads/2024/07/Final-2023-Go-Sonoma-Strategic-Plan.pdf>

GoSonoma.org travel information website - <https://gostonoma.org/>

Healdsburg Community Based Transportation Plan - <https://mtc.ca.gov/sites/default/files/CBTP%20Healdsburg%202009.pdf>

Lower Russian River Community Based Transportation Plan - <https://mtc.ca.gov/sites/default/files/CBTP%20Lower%20Russian%20River%202009.pdf>

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

Plan Bay Area 2050 - https://www.planbayarea.org/sites/default/files/documents/Plan_Bay_Area_2050_October_2021.pdf

Santa Rosa CityBus – Short Range Transit Plan - <https://www.srcity.org/DocumentCenter/View/20677/FY-2016-25-SRTP--FINAL-161027>

Santa Rosa – Roseland Community Based Transportation Plan - <https://mtc.ca.gov/sites/default/files/CBTP%20Roseland%202007.pdf>

SCTA Transit Integration and Efficiency Study and SCTA Integrated Transit Service Plan - <https://scta.ca.gov/planning/transit-integration/>

Shift Sonoma County: Low Carbon Transportation Action Plan - <https://scta.ca.gov/wp-content/uploads/2018/03/Shift-Low-Carbon-Transportation-Plan-3-15-2018-web.pdf>

Related Shift Sonoma County Studies - <https://scta.ca.gov/planning/shift/>

Sonoma Commute Rewards Program – <https://goSonoma.org/commuterewards/>

Sonoma County Transit – Short Range Transit Plan - https://mtc.ca.gov/sites/default/files/documents/2023-01/Sonoma_County_Transit_12-22-2022_SRTP_Narrative.pdf

Sonoma-Marin Area Rail Transit – Short Range Transit Plan - <https://www.sonomamarintrain.org/sites/default/files/Financial%20Documents/SMART%20Short%20Range%20Transit%20Plan%20-%20Final%2011-17-21.pdf>

The Springs (Central Sonoma Valley) Community Based Transportation Plan - <https://mtc.ca.gov/sites/default/files/CBTP%20The%20Springs%20%28Central%20Sonoma%20Valley%29%202010.pdf>

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
August 30, 2024	Release Request for Proposals
September 17, 2024	Proposer’s Questions Due by 5:00 p.m.
September 24, 2024	Pre-proposal Meeting and SCTA’s Responses to Questions
September 30, 2024	Proposals Due by 4:00 p.m.
September 30-October 11, 2024	Proposals Evaluated by SCTA
October 14-18, 2024	Potential Interview Dates
November 12, 2024 (board packet distribution date)	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
November 18, 2024	SCTA Awards Contract <i>(subject to delay without notice to proposers)</i>

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 September 24, 3:00-4:00pm. Please email stephanie.britt@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/ one week prior to the meeting.

F. QUESTIONS

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential bidders through an addendum on the SCTA website. Questions should be sent via e-mail directly to Stephanie.Britt@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

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 no later than **4:00 p.m. on September 30, 2024**. The proposal should not exceed 20 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 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 organizational chart including all key staff 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 related to the services specified in this RFP, preferably within the State of California. Proposals should describe experience in the following areas:

- Consensus building, facilitation, and organizational skills in arranging and conducting partner engagement and community outreach. Demonstrated knowledge of and experience in conducting various outreach techniques (i.e. surveys, focus groups, hosting public meetings, etc.). Ability to synthesize community input and compile results into a final transportation plan. Demonstrated ability to work with a diverse range of organizations and populations. (Note: the successful team must work in conjunction with a variety of partners including community-based organizations representing the interests of the community, community residents, employers, transit operators, the SCTA).
- Demonstrated knowledge of TDM and first/last mile programs and familiarity with transportation issues specific to Sonoma County
- Technical transportation planning knowledge focused on assessing transportation gaps and identifying appropriate solutions. Understanding of the operational and financial constraints faced by public transit operators and local agencies and the ability to provide cost estimates associated with the implementation of proposed solutions.
- Understanding of the project requirements and the intent of the Strategic TDM Plan. Suitability of proposed approach
- Cost-effective allocation of resources
- Experience in planning, facilitating or delivering similar projects
- Effective communication skills, both oral and written

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 a Strategic Transportation Demand Management 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 a schedule that will complete the project before **May 31, 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 or web-based tools that are 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:

- 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 a 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 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.

Sample Reports

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

SECTION IV – COST OF SERVICE

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services.

The project costs must be broken out and include all expenses that will be charged to SCTA, including but not limited to hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all other expenses. 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 the SCTA website or SCTA funded website 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)), Sonoma County’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and Sonoma 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 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 may be required.
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 Transportation Demand Management Plans or other first/last mile 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 C 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

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
James Cameron, 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 SCTA. 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 A: SAMPLE AGREEMENT

Standard Professional Services Agreement (“PSA”)

Revision G – October 2021

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of _____, 2024 (“Effective Date”) is by and between the Sonoma County Transportation Authority, a political subdivision of the State of California (hereinafter "SCTA"), and _____ (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and experienced in the preparation of Strategic Transportation Demand Management Plan or similar documents 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 Strategic Transportation Demand Management Plans for Sonoma County.

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

A G R E E M E N T

I. Scope of Services.

1.1 Consultant's Specified Services.

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

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

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. SCTA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by SCTA shall not operate as a waiver or release. If SCTA determines that any of Consultant's work is not in accordance with such level of competency and standard of care, SCTA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with SCTA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

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

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

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

3. Term of Agreement. The term of this Agreement shall be from _____ 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.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SCTA, and to indemnify, hold harmless, and release SCTA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SCTA based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on SCTA's part, but to the extent required by law, excluding liability due to SCTA's conduct. SCTA shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or

its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit 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 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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.

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 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) Local ordinances; and 4) 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. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the SCTA's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma 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 all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SCTA in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCTA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCTA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCTA.

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

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

10. Content Online Accessibility. SCTA follows the County of Sonoma's policy which 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. Miscellaneous Provisions.

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8. 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.

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

13.10. 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

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

By: _____

By: _____

Department Director or Designee

Name: _____

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.

SCTA 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 SCTA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCTA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the SCTA.
- 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 SCTA 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. SCTA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, SCTA may purchase the required insurance, and without further notice to Consultant, SCTA may deduct from sums due to Consultant any premium costs advanced by SCTA for such insurance. These remedies shall be in addition to any other remedies available to SCTA.