



EL DORADO TRANSIT

REQUEST FOR PROPOSALS #22-01

Strategic Planning

March 7, 2022

**EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CALIFORNIA 95619
(530) 642-5383
www.eldoradotransit.com**

El Dorado County Transit Authority
2022 Board of Directors

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Project Staff

Primary Contact: Matthew Mauk, Executive Director
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I. PROJECT OVERVIEW

The El Dorado County Transit Authority (El Dorado Transit, Agency) is seeking to develop a strategic plan that includes a comprehensive evaluation and actionable recommendations to address El Dorado Transit's goals and objectives, service design and operations, capital improvements, funding strategy, management structure, and related policy issues. The envisioned "Community Reconnection Plan" (Plan) shall address internal and external factors influencing the use of public transit, including impacts from the Covid-19 pandemic, local and regional transit policies, service schedules, route designs, fare policies, passenger tools and amenities, land uses, tourism, etc.

The Plan shall be informed by and incorporate extensive public engagement efforts and other relevant, adopted plans, policies, strategies, and goals. These should include but not be limited to the 2019 Short- and Long-Range Transit Plan, 2021 Zero Emission Bus Conversion Plan, 2020-2040 Regional Transportation Plan (RTP), Regional Transportation Improvement Program (RTIP), and the Sacramento Area Council of Governments (SACOG) Next Generation Transit strategy.

The Plan should focus on development of short-range strategies and actions (within a 3-year window) with consideration for longer-term objectives and improvement of overall sustainability. The intention is for the El Dorado County Transit Authority Board to adopt a strategic Community Reconnection Plan in late-2022.

II. RELEVANT BACKGROUND INFORMATION

El Dorado County is in the Gold Country of California, stretching from the Central Valley east of Sacramento up to the peaks of the Sierra Nevada. Much of the terrain consists of the ridges and valleys of the Western Slope. The western slope of El Dorado County is comprised of several communities, from small, isolated communities to larger communities along the Highway 50 Corridor. The western slope of El Dorado County (west of the Sierra Crest) includes Placerville, Cameron Park, El Dorado Hills, Pollock Pines, and Diamond Springs, as well as smaller communities. The City of Placerville is the County seat and is the only incorporated town within the area.

The major arterial east/west access is provided by US Highway 50 (US 50), connecting the area with Sacramento to the west and South Lake Tahoe and Carson City, Nevada to the east. North/south highway access to the area is provided by Highway 49, connecting the area with Auburn to the north and Jackson to the south. State Route 193 provides northern access to Georgetown.

Western El Dorado County (excluding the Tahoe Basin) is approximately 1.1 million acres in size and is a desirable location to live and visit. The region is known as an idyllic rural community and a tourist destination that has been experiencing residential and tourism growth in recent years. In particular, the area's proximity to employment opportunities in Sacramento County has generated substantial suburban growth in the western portion of the county.

The mix of urban and rural areas, some with easy freeway access, some along hilly narrow mountain roads and still others with suburban or low-density development, makes providing transit a challenge. Nonetheless, El Dorado Transit has provided a successful transit program for over 40 years, which strives to meet the varied needs of Western El Dorado County by providing a combination of local fixed-route service, commuter service, Dial-A-Ride service, and medical transportation. These services improve the

quality of life for El Dorado County residents while also helping to address traffic congestion problems along the US 50 corridor.

El Dorado Transit is formed through a joint power authority (JPA) agreement between the County of El Dorado and City of Placerville. El Dorado Transit is governed by a five-member Board of Directors: three members appointed by the El Dorado County Board of Supervisors and two members appointed by the Placerville City Council. Additionally, a Transit Advisory Committee, made up of members representing both transit users and advocates, is responsible for reviewing the operation of the transit system, monitoring levels of service based upon budgets, and providing advice to the Executive Director. The Executive Director supervises a staff of fifty-three employees, including a four-person management team: Operations Manager, Human Resource Manager, Finance Manager and Planning and Marketing Manager.

The Agency owns the transit vehicles and equipment, and directly employs all the personnel necessary, to provide day-to-day operations and maintenance. Regular Transit Operators are represented by the Operating Engineer's Local 3 Union and the current Memorandum of Understanding labor agreement with this group runs through June 30, 2022. All other employees of the Agency are unrepresented.

The Agency owned, wheelchair accessible fleet currently consists of sixteen over-the-road commuter coaches; ten low-floor fixed route buses; fourteen smaller cutaway style buses; and 10 Dial-A-Ride minivans. The agency also maintains a fleet of eleven staff vehicles for internal use.

Transit operations are funded with local, State, and federal dollars. The Agency is a subrecipient of Federal Transit Administration (FTA) Section 5307, 5310, 5311, and 5339 funds. The FY 2021 FTA apportionment for operations totaled \$1,683,913. Operating revenues from all State of California sources in FY 2021 totaled just over \$5 million.

El Dorado Transit's total operating expenditures in FY 2020 were \$9.4 million. The transit system served just under 298,000 passenger trips during the same period (this includes 32,000 Dial-A-Ride and ADA paratransit trips). Ridership had already decreased by 1.2% between FY2014 and FY2019 and then ridership decreased sharply in early 2020 from COVID impacts and the resulting service and staffing cuts. Continuing the trend, total ridership in FY 2021 was 111,000 trips including 10,465 trips on demand-response services. Monthly ridership is currently at about 30% of typical pre-COVID ridership levels.

The Agency adopted a Zero Emissions Fleet Conversion Plan in 2021 in preparation for meeting California's Innovative Clean Transit (ICT) regulation. The ICT regulation by the California Air Resources Board (CARB) mandates that all transit agencies have a goal of gradually transitioning to a zero-emission bus (ZEB) fleet by 2040. El Dorado Transit's adopted plan to go to all battery electric vehicles is based on pre-pandemic fleet replacement needs and will need to be revisited along with any major system changes.

The Agency last updated its Short- and Long-Range Transit Plan in 2019. Agency staff provides ongoing service planning and an annual update of the operating budget and capital improvement program. The El Dorado County Transportation Commission (EDCTC) is the Regional Transportation Planning Agency (RTPA) for the jurisdictions. As such, EDCTC is responsible for the administration of Transportation Development Act (TDA) funds and prepares the RTP and RTIP for the Western Slope of El Dorado County. EDCTC also coordinates regional transportation planning activities with local and regional

jurisdictions and other public agencies, including El Dorado Transit, SACOG, and the State Department of Transportation (Caltrans).

Major Challenges

Like other transit agencies, El Dorado Transit's ridership declined drastically in 2020 due to the COVID-19 pandemic. Ridership is still significantly below typical levels as the public's travel patterns continue to be impacted by factors such as lingering public health concerns, program reductions or outright closures, the proliferation of telehealth and home delivery services, and the widespread shift to remote work.

Other major challenges facing the agency predate the pandemic, including the following critical issues:

- Nationwide bus ridership had declined about 20% since its peak in 2018. Contributing factors to the decrease included less expensive cost of automobile ownership and the rise in use of ride-hailing services such as Uber and Lyft. El Dorado County was not immune to the problem as system wide ridership declined by 17.2 percent between 2009 and 2018.
- Despite decreasing ridership, El Dorado County's older adult population is anticipated to increase over the long term. Therefore, it will be important to provide effective lifeline transit service to medical and shopping destinations. This "aging in place" trend impacts demand both within the study area, as well as to Sacramento and Placer Counties.
- Dial-A-Ride ridership has also declined, and it is questionable if the traditional Dial-A-Ride model of service is still meeting the needs of residents who rely on this service.
- Multiple attempts have been made to serve the community of El Dorado Hills with little ridership generated. Service to this area needs to be reexamined.
- Operating costs related to employee wages, health and retirement benefits, liability insurance, and procurement of goods and services have risen considerably, making it more challenging to provide cost efficient transit services.
- Sacramento Commuter services was one of the few service types that was increasing in ridership prior to the pandemic, but lack of park and ride capacity was a long-standing constraint. Major capital investments were considered necessary to manage service expansions and to reach new markets.
- Hiring and retaining adequate, qualified staff for frontline positions in operations and maintenance was already a growing challenge that has been further exacerbated by the pandemic. In addition, key senior management staff are nearing retirement and recruiting highly qualified replacements will be critical.

Long Range Issues

While the primary goal is to determine transit needs and how they can best be addressed over the next 3-5 years, several long-term issues remain and should be considered, including the following:

- Role of Transit: The appropriate role of transit service in Western El Dorado County should be considered, identifying how transit can be used to achieve mobility, land use, and air quality goals, as well as support economic development and tourism, particularly along the US 50 corridor.
- The long-range forecast for local transit needs and service quantities needs to be reevaluated and updated based on planned development, including subdivision developments, commercial development, and other factors.

- Capital and Infrastructure Needs: As El Dorado County continues to grow and develop, and travel patterns evolve, the infrastructure related to providing transit services needs to be reconsidered.
- CARB rules dictate that all new bus purchases must be zero emission beginning in 2029 with 25 percent of new bus purchases being zero emission in 2026. The fleet composition and infrastructure to support electric transit vehicles must be accounted for.

To meet active transportation and greenhouse gas emission goals, long-term plan elements should align with the RTP and RTIP, local pedestrian and bicycle networks, as well as the region’s “Next Generation Transit” strategies where practical and mutually beneficial.

III. PROJECT PURPOSE

The objective of this request for proposal is to select a qualified consultant (here on referred to as ‘contractor’) to provide external assistance in the development of a comprehensive strategic plan. The strategic plan is to be an integrated local plan that considers all aspects of transit system administration and operations. The plan is to include a sharp vision and mission as well as defined goals, objectives and priorities that are realistic, achievable, and measurable. This will be the Agency’s first strategic plan and it is intended to:

- Provide clarity on our vision, mission, purpose, and what outcomes we are trying to achieve through strategic goal planning. We need to have a long-term perspective and be positioned to respond quickly to current challenges, prepare for future threats, and grasp opportunities, building on our strengths and addressing our weaknesses.
- Understand the long-term plans of external stakeholders for transportation needs (City, County, regional and state agencies, local colleges/universities, employers, organizations) and the expectations of the public to support transit requirements over the next 3 to 5 years, with an eye toward longer term sustainability.
- Opportunities to improve efficiencies, quality of service, and productivity are identified, and prioritized.

Internal staff development opportunities and quality workplace improvements are identified and prioritized, to improve organizational culture and ensure El Dorado Transit is a desirable work environment with competitive pay and benefits to attract highly qualified candidates to support on-going operations.

IV. SCOPE OF WORK

The contractor should have experience with strategic planning processes at public agencies, preferably with public transit entities. Major objectives of the planning process include a facilitated needs assessment, development of organizational and operational effectiveness, resolution of difficult management problems, and building community support through focused outreach programs. The selected contractor will work with senior staff, the Board of Directors, advisory committees, and external parties (including but not limited to, the City of Placerville, El Dorado County, regional and state agencies, EDCTC, and open public committees), to create a strategic plan which has medium- and long-range components (e.g., vision, mission, values, objectives, and priorities) and short-term action plans.

Updated performance measures must also be a feature of the Plan to enable progress to be regularly evaluated.

El Dorado Transit understands that there are a variety of models and approaches that can be used to develop a comprehensive strategic plan. The selected contractor will need to be able to adapt or customize an approach that will best meet the needs of El Dorado Transit. It is expected that strategic planning sessions with all parties will commence once awarded. However, preliminary research should be conducted by the contractor in advance of key stakeholder meetings.

The extent of community/stakeholder consultation into the strategic planning process will be integral but has not yet been fully determined. It is anticipated that public and stakeholder engagement efforts will include the following at a minimum:

- Formation and facilitation of at least one (1) Stakeholder Advisory Committee for the project, and coordination with standing advisory committees such as the Transit Advisory Committee, and the Social Services Transportation Advisory Committee.
- Creation and administration of multiple survey/public input instruments throughout Plan development and adoption.
- Planning, promotion, and facilitation of up to three (3) public workshops, either virtual and/or in-person, at appropriate stages of the project.
- Creation and maintenance of a project webpage or dedicated website, and complementary media products.

The Board will make decisions regarding the extent and methodology of community/stakeholder consultation concurrently with the selection of a strategic planning contractor(s). Accordingly, respondents shall provide detailed information on options for community consultation, including the approach to consultation, the associated cost, and the timeframe involved. Respondents are encouraged to recommend the most effective and efficient method of engaging stakeholders in the strategic planning process.

V. PROJECT DELIVERABLES

The contractor will be responsible for providing expert advice throughout the project and for the following deliverables (note that proposers are not limited by the listed deliverables and proposers may wish to expand on them):

Project Coordination - including regular meetings and monthly status reports to keep the project on schedule and keep identified stakeholders apprised of the process, as needed.

Orientation/Training of Participants - to the process and components of strategic planning.

Needs Assessment/Environmental Scan – reviewing existing plans and documents pertinent to the comprehensive strategic plan, identifying trends and patterns that are applicable, analyzing strengths, weaknesses, opportunities, and threats.

Internal and External Stakeholder Input - gathering of stakeholder information and input; using appropriate and effective methods of communication and engagement.

Process and Meeting Facilitation – assisting discussion and decision-making; ensuring that conversations are forward-looking, action oriented, and move the participants towards creating a shared future.

Plan Documentation – including creation of a final plan document (with executive summary) for public review and presentation. Unless otherwise agreed, written products will be drafted by contractor, and reviewed, edited, and approved by El Dorado Transit.

VI. PROJECT CONTACTS

Primary Contact: Matthew Mauk, Executive Director
 El Dorado County Transit Authority
 6565 Commerce Way
 Diamond Springs, CA 95619
 (530) 642-5383 Ext. 210
 Email: mmauk@eldoradotransit.com

Secondary Contact: Brian James, Planning and Marketing Manager
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 (530) 642-5383 Ext. 201
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VII. PROCUREMENT SCHEDULE

March 7, 2022	Issue Request for Proposals
March 18, 2022, at 3:00PM	Virtual Prebid Meeting (if needed)
March 23, 2022	Closing date for written questions and requests for clarifications/modifications
March 28, 2022, by 4:00 PM	Responses, clarifications and/or modifications to the RFP will be published and distributed
April 4, 2022, at 4:00 PM	Closing Date for Receipt of Proposals
April 11-13, 2022	Conduct interviews (if needed)
April 27, 2022 (tentative)	Notice of Intent to Award
May 5, 2022 (tentative)	Board Approval/Contract Award
May 13, 2022 (tentative)	Effective Date of Contract
May 16-20, 2022 (tentative)	Staff/Contractor Project Launch Meeting

Two (2) bound copies and one (1) unbound original, suitable for reproduction, of all submittals must be received by El Dorado Transit no later than 4:00 PM (PST) on April 4, 2022. Proposals received after this date and time will not be considered.

VIII. GENERAL CONDITIONS

A. Limitations

This Request for Proposal (RFP) does not commit El Dorado Transit to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies. El Dorado Transit expressly reserves the right to reject any, and all proposals, or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsiveness of any proposer and of the suitability of the materials and/or services to be rendered. El Dorado Transit reserves the right to withdraw this RFP at any time without prior notice. Further, El Dorado Transit reserves the right to modify the RFP schedule described above.

B. Award

RFP finalists may be required to make oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit price, technical, or other revisions of their proposals as may result from negotiations. El Dorado Transit also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

Selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the price proposal provided will be the basis for negotiations to ensure El Dorado Transit receives a fair and reasonable price.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by El Dorado Transit and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of El Dorado Transit shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to El Dorado Transit.
3. Negotiations with El Dorado Transit on any matter related to proposals.
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, El Dorado Transit shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. El Dorado Transit 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.

F. Signature

The proposal shall provide the following information: name, title, address, telephone number and email of individual(s) with authority to bind the company and a designated contact(s) during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the company and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by May 13, 2022.

G. Term

The term of the agreement resulting from this solicitation is anticipated to be approximately twelve (12) months from May 13, 2022, through the completion of the project, to include adoption of the final Plan by the El Dorado Transit Board of Directors. The contract may be extended as agreed upon in writing by the parties.

H. Termination for Convenience of El Dorado Transit

El Dorado Transit may terminate the agreement resulting from this solicitation without cause at any time, by giving notice to the contractor of such termination and specifying the effective date thereof, which must be at least sixty (60) days before the effective date of such termination. If the agreement is terminated by El Dorado Transit without cause, Contractor shall be paid the agreed upon monthly cost of services up until the effective date of termination.

I. Insurance

The selected proposer shall provide evidence of the following insurance requirements:

- Full Workers' Compensation and Employer's Liability Insurance covering all employees of contractor as required by law in the State of California.
- Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- Automobile Liability Insurance of not less than Five Hundred Thousand (\$500,000) is required in the event motor vehicles are used by the contractor in performance of the agreement.
- Proof of coverage satisfactory to El Dorado Transit as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company acceptable to El dorado Transit or be provided through partial or total self-insurance likewise acceptable to El Dorado Transit.

J. Contract Arrangements

The selected proposer is expected to execute a contract, like the example El Dorado Transit's Professional Services Agreement attached as Exhibit A, which meets the applicable requirements of El Dorado Transit's procurement policies.

Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

- a. A copy of the consultant(s) affirmative action policy (applicable for firms with fifty or more employees); and
- b. A discussion of the consultant(s) program for use of DBEs in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate.
 - The description of the work each named firm will perform.
 - The dollar amount of participation by each DBE firm.

Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to El Dorado Transit any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

IX. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7) and a cost proposal (item 8).

1) Transmittal Letter

The transmittal letter should include the name, title, address, phone number, email, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the contractor's firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2) **Table of Contents**

A listing of the major sections in the proposal and the associated page numbers.

3) **Introduction**

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of El Dorado Transit.

4) **Technical Approach**

The technical approach should include the following:

- a) A brief description of the consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the subject consulting services.
- b) A brief description of the firm's experience with similar projects.
- c) A thorough explanation of the consultant's proposed course of action. References should be made to the RFP requirements and the consultant's plans for meeting those requirements.
- d) An itemized description of the proposed project schedule and the end products to be produced.

5) **Project Management**

The proposer must prepare an explanation of the project management system and practices to be used to assure that the required proposed services are completed timely, and that the quality of the products will meet El Dorado Transit's requirements.

6) **Contractor Staff**

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing all staff proposed must be included.

Time and Services Proposal: The Proposal must indicate the anticipated total efforts, expressed in percentages of person-hours to be provided by each professional and each member of the supporting professional staff. Specific responsibilities of the lead consultant and other key personnel should be detailed. Do not include any cost information with the time and services proposal.

7) **Contractor Qualifications and References**

The proposal must include a list of references for similar clients. References should include client contact names, addresses, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor.

8) **Cost Proposal**

The proposer shall prepare a detailed cost proposal for the work to be performed. The cost proposal shall itemize the direct hourly rates, fringe benefit rate, indirect cost rate, travel, materials, and supplies. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition

Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. See the attached Sample Cost Proposal including the requirements for indirect cost reimbursement. The same cost proposal detail is required for sub-consultants. Include a total “not-to-exceed” amount for this proposal.

The cost proposal shall be submitted in a separately sealed envelope. This separately sealed envelope will not be opened until the consultants’ proposals have been ranked based on their qualifications.

9) **Number of Copies**

The proposer must provide two (2) bound copies of their proposal, and one (1) unbound original, suitable for reproduction.

All proposals shall be received no later than 4:00 PM April 4, 2022, at the El Dorado County Transit Authority, 6565 Commerce Way, Diamond Springs, California 95619. Late proposals will not be accepted or considered.

All proposals, whether selected or rejected, shall become the property of the El Dorado County Transit Authority.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

Proposals shall be submitted in a sealed envelope marked, “Request for Proposals: Strategic Planning.” If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by the stated deadline. Proposer uses mail or courier service at their own risk. El Dorado Transit will not be liable or responsible for any late delivery of proposals. Postmarks will not be accepted.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal will be returned after the date and time set for opening thereof.

X. PROPOSAL EVALUATION AND SELECTION

A proposal review panel will evaluate the proposals. Proposers may be contacted and asked for further information and, if necessary, are expected to appear for oral interviews during the date range specified in the Procurement Schedule. Previous clients will also be called. The panel will make recommendations to the El Dorado Transit Executive Director based on the proposal, oral interview, and reference checks. El Dorado Transit reserves the right to select a contractor based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding the purpose and requirements of a comprehensive Strategic Plan
- Qualifications and experience of personnel to be assigned to this contract
- Familiarity with the Agency and the types of issues and problems associated with the project
- Experience in public agency strategic planning and the issues and functional areas to be analyzed
- Ability to meet the project's goals and objectives
- Approach to be followed and the tasks to be performed, including detailed steps, resources required, and proposed project schedule
- Relative allocation of resources in terms of quality and quantity to key tasks, including the time and personnel assigned to the task and the approach to managing resources and project output

El Dorado Transit reserves the right to accept whichever proposal is felt to be in the best interest of, and provide the best value to, El Dorado Transit as well as to reject any and all bids, for any reason, including price.

XI. PROTEST PROCEDURES

The protest procedures established in Section 19, Vendor Protest Procedures, of the El Dorado County Transit Authority Procurement Policies and Procedures Manual, shall be employed for procurements conducted by the Agency. Such protests shall be applicable only to procurements wherein El Dorado Transit requests bids, proposals or offers for goods or services financed public funds.

Copies of the Vendor Protest Procedures are available for review during normal business hours, at the El Dorado County Transit Authority offices located at 6565 Commerce Way, Diamond Springs, CA 95619, or will be provided upon written request to the Primary Project Contact.

XII. PAYMENT SCHEDULE

Fees for eligible services rendered shall be billed monthly. Payment will not be authorized for services rendered and/or expenses incurred prior to contract award, as defined in Section VIII, General Conditions, Part E of this RFP. Ten percent (10%) of the total contract amount will be withheld until successful completion of the contract. The contractor(s) should forward a copy of all invoices for payment for work performed and associated expenses, by the fifth day of each month for prior month's service.

XIII. REFERENCES

- 1) 2019 Short- and Long-Range Transit Plan
- 2) 2021 Zero Emission Bus Conversion Plan
- 3) SACOG Next Generation Transit Strategy
- 4) 2020-2040 Regional Transportation Plan (RTP)

XIV. ATTACHMENTS

- A. Sample Professional Services Agreement
- B. Sample Cost Proposal



EL DORADO COUNTY TRANSIT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

with

[Consultant]

for

2023 El Dorado County Transit Authority Strategic Plan

THIS AGREEMENT, made and entered into this ___ day of ___, 2022, by and between El Dorado County Transit Authority, hereinafter referred to as "EL DORADO TRANSIT," and [Consultant], hereinafter referred to as "CONSULTANT".

WITNESSETH

CONSULTANT and EL DORADO TRANSIT do mutually hereby agree as follows:

SECTION 1 - ORGANIZATION AND CONTENTS

- SECTION 1 ORGANIZATION AND CONTENTS
- SECTION 2 SCOPE OF CONSULTING SERVICES - BASIC
- SECTION 3 SCOPE OF CONSULTING SERVICES - ADDITIONAL
- SECTION 4 PURCHASE ORDER AND EFFECTIVE DATE OF CONTRACT
- SECTION 5 TIME OF PERFORMANCE
- SECTION 6 COMPENSATION
- SECTION 7 CHANGES TO SCOPE - BASIC
- SECTION 8 COMPLIANCE WITH LAWS, RULES, and REGULATIONS
- SECTION 9 EXHIBITS INCORPORATED
- SECTION 10 RESPONSIBILITY OF CONSULTANT
- SECTION 11 RESPONSIBILITY OF EL DORADO TRANSIT
- SECTION 12 TERM
- SECTION 13 TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT
- SECTION 14 TERMINATION OF AGREEMENT FOR CAUSE
- SECTION 15 INTEREST OF OFFICIALS AND CONSULTANT
- SECTION 16 SUBCONTRACTING
- SECTION 17 SUCCESSORS AND ASSIGNS
- SECTION 18 INDEPENDENT CONTRACTOR
- SECTION 19 EQUAL EMPLOYMENT OPPORTUNITY
- SECTION 20 DISADVANTAGED BUSINESS ENTERPRISE
- SECTION 21 TITLE VI COMPLIANCE
- SECTION 22 PUBLICATIONS
- SECTION 23 INDEMNIFICATION
- SECTION 24 COMPLIANCE HEALTH AND SAFETY REGULATIONS

SECTION 25 INSURANCE
SECTION 26 OWNERSHIP OF DOCUMENTS
SECTION 27 DOCUMENTATION/ACCESS TO RECORDS
SECTION 28 NOTICES
SECTION 29 JURISDICTION
SECTION 30 INTEGRATION
SECTION 31 CONFIDENTIALITY

EXHIBIT A [Scope of Work/Schedule]

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; SCHEDULE

CONSULTANT agrees to perform all work described in Exhibit "A" entitled [Scope of Work] attached hereto and incorporated herein by this reference as if set forth in full.

SECTION 3 - SCOPE OF CONSULTING SERVICES - ADDITIONAL

It is understood by EL DORADO TRANSIT and CONSULTANT that it may be necessary, in connection with this project, for CONSULTANT to perform or secure the performance of related services other than those set forth in Exhibit "A". In such instance, CONSULTANT shall advise EL DORADO TRANSIT, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). CONSULTANT shall not proceed to perform any such additional service until EL DORADO TRANSIT has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement.

SECTION 4 – PURCHASE ORDER AND EFFECTIVE DATE OF CONTRACT

Upon execution of this Agreement by the parties, EL DORADO TRANSIT shall give CONSULTANT a 'Purchase Order' for the work. Such notice may authorize CONSULTANT to render all the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, EL DORADO TRANSIT shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed period.

SECTION 5 - TIME OF PERFORMANCE

CONSULTANT shall commence work within __ () days following issuance of a Purchase Order. CONSULTANT shall complete the performance of its obligations under this Agreement in accordance with the dates and times indicated in Exhibit "A", unless an extension of time is granted in writing by EL DORADO TRANSIT, which said extension, if any, shall be granted only for good cause as determined at the sole discretion of EL DORADO TRANSIT. CONSULTANT shall not be held responsible for delays beyond its reasonable control.

SECTION 6 - COMPENSATION

For services performed pursuant to this Agreement as outlined in Exhibit A, EL DORADO TRANSIT agrees to pay and CONSULTANT agrees to accept as payment in full, the amount of \$ __, plus payments for additional approved services, not to exceed a total amount of \$ __ for all work performed by CONSULTANT pursuant to this Agreement.

CONSULTANT shall submit a bill each month upon successful completion of the monthly services outlined in said Exhibit A attached hereto. Payment shall be made by EL DORADO TRANSIT within thirty (30) days of receipt of the billing for the completed task. No statements shall be sent until the task has been accepted as complete by EL DORADO TRANSIT. It is mutually agreed between the parties that no payments made under the Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials.

SECTION 7 – ADDITIONAL WORK

In the event non-covered services on an hourly basis as set forth in Exhibit A are required, CONSULTANT shall submit a work order to EL DORADO TRANSIT listing the scope and cost of such services. CONSULTANT may proceed to complete such additional work only upon receipt of written approval by EL DORADO TRANSIT. The costs for such additional work shall be submitted with the monthly bill and shall include a detailed explanation of the work performed, the individual completing the work, the date the work was performed, and the hours spent in completing the work.

SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with professional standards regarding the interpretation of all applicable and non-conflicting Federal, State or City statutes as amended, and any rules or regulations promulgated thereunder, as interpreted by the appropriate enforcement agency at the time of performance of this project.

SECTION 9 - EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

SECTION 10 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT warrants to EL DORADO TRANSIT that he/she possesses, or will arrange to secure from others, all the necessary professional consulting capabilities, licenses, certifications, experience, resources, and facilities to provide to EL DORADO TRANSIT the services contemplated under this Agreement. CONSULTANT further agrees that he/she will follow the current, prevailing, generally accepted practice of the consulting profession to

make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

SECTION 11 - RESPONSIBILITY OF EL DORADO TRANSIT

In relation to the project/work described by this Agreement, EL DORADO TRANSIT shall:

- A. Assist CONSULTANT by placing at his/her disposal all available information pertinent to the project, including previous reports and any other relevant data
- B. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his/her services
- C. Examine all studies, reports, proposals, and other documents presented by CONSULTANT, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT
- D. Designate in writing a person to act as EL DORADO TRANSIT'S representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define EL DORADO TRANSIT'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONSULTANT'S services
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 12 - TERM

The term of this Agreement shall commence upon EL DORADO TRANSIT'S issuance to CONSULTANT of a Purchase Order for all or a portion of the work as hereinabove provided. The initial term of this agreement will be for a period of twelve (12) months or less, as agreed to by the parties, but in no event beyond June 30, 2023.

SECTION 13 - TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT

EL DORADO TRANSIT may terminate this Agreement without cause at any time, including, but not limited to, during the initial term of the agreement, by giving notice to CONSULTANT of such termination and specifying the effective date thereof, which must be at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by EL DORADO TRANSIT without cause, CONSULTANT shall be paid the agreed upon monthly cost of services up until the effective date of termination.

SECTION 14 - TERMINATION OF AGREEMENT FOR CAUSE

- A. EL DORADO TRANSIT may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not substantially begin to correct such failure within a period of ten (10) days (or such longer period as EL DORADO TRANSIT may authorize in writing) after receipt of notice from EL DORADO TRANSIT specifying such failure.

B. In the event EL DORADO TRANSIT terminates this Agreement in whole or in part as provided in Paragraph "A" above, EL DORADO TRANSIT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a subcontractor, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.

D. Should the Agreement be terminated as provided in Paragraph "A" above, CONSULTANT shall provide EL DORADO TRANSIT with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as determined by EL DORADO TRANSIT, less payments of compensation previously made. Payments previously made by EL DORADO TRANSIT to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of EL DORADO TRANSIT, it has legitimately earned and was not related to the cause for which this Agreement was terminated.

E. If after notice of termination of this Agreement, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of EL DORADO TRANSIT.

SECTION 15 - INTEREST OF OFFICIALS AND CONSULTANT

A. No member of, or delegate to, the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise here from.

B. CONSULTANT hereby covenants that he or she has, at the time of the execution of this Agreement, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

SECTION 16 - SUBCONTRACTING

A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of EL DORADO TRANSIT.

B. In no event shall CONSULTANT subcontract for work in excess of the amounts shown in Exhibit "A".

C. All subcontracts shall be subject to the provisions contained in this contract between EL DORADO TRANSIT and CONSULTANT.

SECTION 17 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to, or assigns of, the parties. CONSULTANT shall not assign, delegate, or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of the other party to this Agreement.

SECTION 18 - INDEPENDENT CONTRACTOR

EL DORADO TRANSIT and CONSULTANT agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this Agreement. CONSULTANT shall be free to render consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish CONSULTANT'S ability to fulfill the obligations established herein to EL DORADO TRANSIT.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 20 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. To the extent that Federal funds are used, it is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (hereby referred to as DBEs), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

B. To the extent applicable, CONSULTANT agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

C. All subcontracts awarded by CONSULTANT shall contain the provisions included in paragraphs (A) and (B), as described immediately above.

SECTION 21 - TITLE VI COMPLIANCE

A. CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

B. During the performance of this Agreement the CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs, Title 49 Code of Federal Regulations, Parts 21, as they may be amended during the period of this contract (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by EL DORADO TRANSIT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the

CONSULTANT shall so certify to EL DORADO TRANSIT, as appropriate, and shall set forth what efforts it has made to obtain the information.

C. Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this Agreement, EL DORADO TRANSIT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or
2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

D. Incorporation of Provisions: the CONSULTANT shall include the provisions of Paragraphs A and B (including all subparts) of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as EL DORADO TRANSIT may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request EL DORADO TRANSIT to enter into such litigation to protect the interests of EL DORADO TRANSIT, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

E. Civil Rights: All subcontractors awarded by contractors shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21, through Appendix C and 23 CFR 710.405(b) shall be made applicable by reference in all subcontracts financed in whole or in part with Federal funds.

SECTION 22 - PUBLICATION

A. Any and all reports published by CONSULTANT shall acknowledge that it was prepared in cooperation with EL DORADO TRANSIT.

B. Articles, reports, or works reporting on the work provided for herein, or on portions thereof, which are published by CONSULTANT shall contain in the foreword, preface, or footnote the following statement:

“The contents of this report reflect the view of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views of EL DORADO TRANSIT. This report does not constitute a standard, specification, or regulation.”

SECTION 23 - INDEMNIFICATION

To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold the EL DORADO TRANSIT, its officers, agents, and employees, harmless against and from any all claims, suits, losses, damages, and liability for damages, including reasonable attorney’s fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not

limited to workers, EL DORADO TRANSIT employees, and the public, or damage to property, or any economic or consequential losses, to the extent caused by the negligent acts, errors or omissions, recklessness, or willful misconduct, of CONSULTANT or those for whom CONSULTANT is legally liable and which are claimed to or in any way arise out of or are connected with the Work by CONSULTANT, his agents or employees including CONSULTANT's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of EL DORADO TRANSIT, CONSULTANT, subcontractor(s) and employee(s) of CONSULTANT, or any of these, except for the sole, or active negligence of EL DORADO TRANSIT, its officers and employees, and except as expressly prescribed by statute. This duty of CONSULTANT to indemnify and hold EL DORADO TRANSIT harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 24 – COMPLIANCE HEALTH AND SAFETY REGULATIONS

EL DORADO TRANSIT requires all consultants and vendors to place the highest importance on health and safety for all work performed on behalf of EL DORADO TRANSIT. CONSULTANT shall, at all locations where work is to be performed on behalf of EL DORADO TRANSIT, comply with all applicable federal, state, and local fire, safety and health statutes, ordinances, codes, and regulations, as well as the rules, policies, and orders of any applicable regulatory entity or agency, at CONSULTANT's sole cost and expense. CONSULTANT shall ensure that all of its employees, agents, and representatives are knowledgeable of all safety, fire, and health requirements and regulations applicable to the work performed on behalf of EL DORADO TRANSIT.

SECTION 25 – INSURANCE

The CONSULTANT shall provide proof of a policy of insurance satisfactory to EL DORADO TRANSIT and documentation evidencing that the CONSULTANT maintains insurance that meets the following requirements.

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of CONSULTANT as required by law in the State of California. If CONSULTANT does not have any employees, CONSULTANT is not required to maintain Worker's Compensation Insurance.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage
- C. Automobile Liability Insurance of not less than Five Hundred Thousand (\$500,000) is required in the event motor vehicles are used by the CONSULTANT in performance of the Agreement.
- D. Proof of coverage satisfactory to EL DORADO TRANSIT as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company acceptable to EL DORADO TRANSIT or be

provided through partial or total self-insurance likewise acceptable to EL DORADO TRANSIT.

- E. The certificate of insurance must include the following provisions stating that:
 - 1) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to EL DORADO TRANSIT; and
 - 2) EL DORADO TRANSIT, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation, automobile and professional liability insurance policies. Proof that EL DORADO TRANSIT is named additional insured shall be made by providing EL DORADO TRANSIT with a certified copy, or other acceptable evidence, or an endorsement to insurance policy naming EL DORADO TRANSIT as additional insured.
- F. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of EL DORADO TRANSIT and CONSULTANT agrees that no work or services shall be performed prior to such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, EL DORADO TRANSIT may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. Certificate of insurance shall meet such additional standards as may be determined by EL DORADO TRANSIT as essential for protection of EL DORADO TRANSIT.
- H. CONSULTANT shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance policy is achieved.
- I. Failure of CONSULTANT to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to EL DORADO TRANSIT, its officers, officials, employees, or volunteers.

- K. The CONSULTANT's insurance coverage shall be primary insurance as respects EL DORADO TRANSIT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by EL DORADO TRANSIT, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
- L. The insurance companies shall have no recourse against EL DORADO TRANSIT, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by an insurance company.
- M. CONSULTANT's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.
- N. Any deductibles or self-insured retentions must be declared and approved by EL DORADO TRANSIT. At EL DORADO TRANSIT's option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects EL DORADO TRANSIT, its officers, employees, and volunteers, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- O. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

SECTION 26 - OWNERSHIP OF DOCUMENTS

Original documents, methodological explanations, computer programs, computer files, drawings, designs, and reports generated by this Agreement shall belong to and become the property of EL DORADO TRANSIT in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of EL DORADO TRANSIT. Software used but not created in the performance of this agreement is not included. CONSULTANT shall not be held responsible for modification, re-use, or misuse of these various documents and other instruments of professional service.

SECTION 27 - DOCUMENTATION/ACCESS TO RECORDS

CONSULTANT shall document the results of the work to the satisfaction of EL DORADO TRANSIT. Such documentation may include preparation of progress and final reports, plans, specifications, and estimates, or similar evidence of attainment of contract objectives.

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and makes such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to CONSULTANT. Such materials shall be available for inspection by authorized representatives of EL DORADO TRANSIT, or the copies thereof shall be furnished if requested. The U.S. Department of Transportation, Caltrans, the Comptroller General of

the United States, or any authorized representatives of these agencies, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and/or transcriptions.

SECTION 28 - NOTICES

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

A. To EL DORADO TRANSIT: Matthew Mauk, Executive Director
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619

B. To CONSULTANT: Contact Name
Business Address
—
—
Contact Phone

Nothing hereinabove shall prevent either EL DORADO TRANSIT or CONSULTANT from personally delivering any such notices to the other.

SECTION 29 - JURISDICTION

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

SECTION 30 - INTEGRATION

This Agreement represents the entire understanding of EL DORADO TRANSIT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by EL DORADO TRANSIT and CONSULTANT.

SECTION 31 – CONFIDENTIALITY

CONSULTANT hereto agrees to keep confidential and not to disclose, directly or indirectly, any information regarding the EL DORADO TRANSIT’s business, including without limitation, information with respect to operations, procedures, methods, accounting, technical data, or existing

or potential customers, or any other information which EL DORADO TRANSIT has designated as confidential.

CONSULTANT agrees that CONSULTANT, its employees, agents and representatives shall not, either during the term of this Agreement or at any time thereafter, disclose any proprietary, secret or confidential information of EL DORADO TRANSIT to any third party whatsoever without express written consent of EL DORADO TRANSIT.

CONSULTANT shall secure all documents, work in process, products or other items incorporating any EL DORADO TRANSIT's information in a manner that will prevent its unauthorized disclosure.

CONSULTANT recognizes that EL DORADO TRANSIT may be required to produce records in accordance with the California Public Records Act (Cal. Govt. Code § 6250 et seq.) and agrees to cooperate with EL DORADO TRANSIT in satisfaction of EL DORADO TRANSIT's obligations thereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

EL DORADO TRANSIT:

CONSULTANT:

By _____
Matthew Mauk, Executive Director

By _____
Authorized Agent

APPROVED AS TO FORM:

Michael Tucker
Attorney for El Dorado County Transit Authority

EXHIBIT "A"
PROPOSAL OF CONSULTANT CONTAINING
DESCRIPTION OF SCOPE OF WORK/SCHEDULE

ATTACHMENT B
 SAMPLE COST PROPOSAL
 COST-PLUS-FIXED FEE OR FIRM FIXED PRICE CONTRACTS

Note: Mark-ups are Not Allowed

Prime Consultant
 Subconsultant
 2nd Tier Subconsultant

Consultant _____
 Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

c) **TOTAL DIRECT LABOR COSTS** \$ -

INDIRECT COSTS

d) Fringe Benefits Rate:	0.00%	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead Rate:	0.00%	g) Overhead [(c) x (f)]	\$ -
h) General and Administrative Rate:	0.00%	i) Gen & Admin [(c) x (h)]	\$ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ -

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0% \$ -

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Total
Mileage Costs	\$ -
Supplies	\$ -
Copies	\$ -
Other	\$ -
Other	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1	\$ -
Subconsultant 2	\$ -
Subconsultant 3	\$ -
Subconsultant 4	\$ -

m) **TOTAL SUBCONSULTANTS' COSTS** \$ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ -

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. Source: Caltrans Local Assistance Procedures Manual Exhibit 10-H1 January 2020