



Request for Proposals for Consultants to  
Provide RTAP Technical Workshops/Training # 2022-01

**INTRODUCTION**

In accordance with its Bylaws, the California Association for Coordinated Transportation, Inc. (CALACT) seeks to enter into an agreement with contractors for RTAP workshops for a three-year period beginning Fall 2022. Please send electronic proposals to [jacklyn@calact.org](mailto:jacklyn@calact.org) by July 28<sup>th</sup>. Questions regarding this request for proposal should be referred to Jacklyn Montgomery, Executive Director, or Tenley Borchman, Program Manager at 916.920.8018. It is anticipated that the award of the RTAP contract will occur after October 1, 2022. All proposals will become the property of CALACT.

**BACKGROUND**

CalACT was created on July 28, 1984 and registered with the Secretary of State of California as a non-profit mutual benefit corporation on October 7, 1989. CALACT is recognized by the Internal Revenue Service as a 501(c) 6 organization. CALACT is governed by a sixteen-member Board of Directors, who are elected by membership and volunteer their time and expertise to set goals and policy for the Association. Day to day operations is conducted by an Executive Director, Deputy Director, Program Manager, and Administrative Assistant who are retained through an arrangement with an employee leasing company.

CALACT has had ongoing agreements with the California Department of Transportation (Caltrans), to provide training, technical assistance, and related support services in non-urbanized areas of California. Funds to perform this service are provided through the Federal Transit Act, 49 USC, Section 5311(b) (2).

**OVERVIEW OF PROJECT**

CalACT is seeking consulting services for RTAP workshops on diverse topics that will assist 5311 and 5310 transportation providers with daily operations and meeting federal and state guidelines.

**SCOPE OF WORK**

The Consultant will provide one or more of the following services:

1. Workshop/Webinar Design-Subcontractor's will be responsible for designing RTAP workshops, including the curriculum, outline, and all written materials.
  - a. Caltrans is looking for workshops on complying with FTA federal regulations such as Drug and Alcohol, Title VI, Procurement, ADA, Charter Rules other regulations. We are also looking for proposals for driver training, grant writing, maintenance, asset management, safety and security, route planning, dispatching, inspections, mobility management, marketing, transit management, and other training to assist transit operators.
2. Workshop Materials-Prepare all workshop materials such as hand outs, including power point presentations, resources and training books following CalACT specifications. Contractors will be responsible for supplying handouts and materials at the workshops.
3. Conducting Workshops/Webinars-Contractors are responsible for presenting workshops at times and locations mutually agreed upon with CalACT staff and contractor. Contractors are responsible for all travel costs. (*These costs should be included in your budget*)
4. Records-Contractors will provide attendance and evaluation reports within thirty days after the conclusion of the workshop.
5. Newsletter Articles-Contractors will provide two articles a year on transportation issues that would benefit 5311 grant recipients.
6. Contractors must submit invoices within 60 days of completing workshop.

## **PROPOSAL CONTENT**

Proposals must contain the following as a minimum:

1. Title page showing the RFP number, the name of the firm, address, telephone number, name and title of contact person, and date of the proposal.
2. Statement of the consultant's understanding of the work to be performed.
3. A paragraph describing the course outline and curriculum for each workshop you are proposing to provide.
4. Experience of the firm in performing technical workshops for transportation agencies. Please provide a brief description of the firm experience and attach resumes of each staff person proposed to provide training.
5. Projected contract hours required to complete the workshops along with hourly billing rates or flat rates for work in the proposal.

6. Indicate how the proposed fee was derived and include an outline of the approach which will be used and the estimate of time by each function. Workshop fees should include all costs for development, materials, and presentation of workshops. CalACT will not pay additional fees for the workshops
7. Statement of availability for assistance for questions or problems during the term of the contract and availability for other negotiated services.
8. Identification of staff capabilities including the names and resumes of key personnel to be assigned to with the development or presentation of workshops.
9. Respondents must indicate if they are a registered MBE/DBE/WBE with the California Department of Transportation, Caltrans, or any other governmental agency within the state of California. Respondents must include the registering agency, registration number and expiration dates. If registered with Caltrans or another agency, please include a copy of the Business Enterprise Program certificate.

## **ALLOWABLE COSTS AND PAYMENTS**

### **PAYMENT TERMS**

Fees will be payable after the completion of the workshop, upon receipt of an invoice.

### **DIRECT EXPENSES**

All costs for development, handouts and workshop presentations should be included in the workshop fee. Please list a fee for each workshop you are proposing to provide for CalACT. Additional charges for fax transmissions, report production and out of pocket costs, including actual out-of-town travel costs, must be included in the original cost proposal. Any changes to costs will be discussed with and approved by CalACT's Executive Director prior to their incurrence.

The method of payment for this Agreement will be based on actual agreed upon costs incurred by the Subcontractor in performance of the work, not to exceed the amount of the written contract. Actual costs shall not exceed the estimated rates and other estimated costs without prior written agreement between the Subcontractor and CalACT.

Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented California State employees under the State Department of Personnel Administration rules in effect at the time of the travel.

## **PROPOSAL SCHEDULE**

Proposals shall be submitted electronically to [jacklyn@calact.org](mailto:jacklyn@calact.org) by 5:00 PM on July 28, 2022. Questions regarding this request for proposal should be referred to Jacklyn Montgomery, Executive Director, or Tenley Borchman, Program Manager at 916.920.8018. Contracts will be contingent on funding from Caltrans for the RTAP program.

### **LIMIT OF LIABILITY**

No action, regardless of form, arising out of the services under this agreement, may be brought by either party more than one year after the date of the last services provided under this agreement.

### **APPLICABLE LAW**

This RFP shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the state of California. In the event of commencement of any legal action regarding any term or condition of this engagement such action by agreement is to be subject to the authority of the courts of Sacramento County, state of California.

### **MISCELLANEOUS REQUIREMENTS**

#### **PROFESSIONALISM**

Responding firms expressly understand that *Ca/ACT* is contracting for statements that will be produced in compliance with the OMB Circular A-122. The completion of the individual work items identified herein are merely the means of accomplishing this goal. The absence, omission, or failure to include in this agreement items or subjects which are necessary to the project shall not be used as a basis for submission of inadequate work or incomplete performance.

#### **HOLD HARMLESS**

Responding firms will be prepared to defend, indemnify, and save harmless *Ca/ACT*, its officers, agents, and employees from any and all claims, liabilities, obligations, expenses, including attorney's fees resulting directly from injury to or death of any person or damage to or destruction of any property alleging or actually resulting from any negligent act, error, or omission of the selected firm, its agents, servants, or employees in the performance of services under this agreement.

#### **INSURANCE**

Responding firms must secure and maintain throughout the period of this agreement comprehensive general liability insurance/contractual liability endorsement. Throughout the period of this agreement maintain in full force and effect a policy of Worker's Compensation insurance covering all its employees and volunteers. Such insurance shall be maintained in full force and effect during the entire term of this agreement.

Responding consultants shall provide certificates or other sufficient proof that these insurance provisions have been complied with prior to execution of the agreement for services under this RFP. If the selected firm does not keep such insurance in full force and

effect, CalACT may take out the necessary insurance and the firm shall agree to pay the cost of said insurance.

### **INCURRING OF COSTS**

CALACT is not responsible for any costs incurred by respondents for the preparation of responses to the RFP, nor for any costs incurred by respondents prior to the award and execution of a contract.

### **AGREEMENT**

A professional and technical agreement will be used in conjunction with the RFP to establish the contractual basis of the contract. The agreement will contain standard state and federal government clauses, which are attached to this RFP.

### **TITLE VI ASSURANCE**

In accordance with Title VI of the Civil Rights Act of 1964, CalACT notifies all respondents that, relative to nondiscrimination on federally assisted projects, the clauses in Appendix A will be included in the professional and technical agreement to establish the contractual basis of the contract.

### **STANDARD CLAUSES FOR FEDERAL TRANSIT ADMINISTRATION RELATED CONTRACTS**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to sign and comply with Federal Transit Administration standard clauses for federal 5311 programs.

