

**LASSEN COUNTY
TRANSPORTATION COMMISSION**



REQUEST FOR PROPOSAL

**Zero-Emission Bus Analysis, Infrastructure Analysis and
Rollout Plan for Lassen Transit Service Agency and Plumas
Transit Systems**

January 4, 2023

Lassen County Transportation Commission
PO Box 1028
Susanville, CA 96130
www.lassenctc.com

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IMPORTANT NOTE: Originally this effort was intended as a transit vehicle electrification infrastructure study to satisfy California Air Resources Board (CARB) mandates concerning bus fleet transition to Zero Emission Vehicles (ZEV). During the grant application process, discussions around Hydrogen Fuel Cell (HFC) vehicles emerged as a potential alternative to electric vehicles (EV), especially for larger transit buses, and an HFC analysis was added to the grant request. To the degree practicable this scope of work has been modified to reflect the broader analysis. The respondent should keep this in mind when responding to this RFP. Irrespective of this broader vision satisfying the CARB mandates remains our goal.

INTRODUCTION

The Lassen County Transportation Commission (LCTC) is soliciting proposals from consulting firms with qualifications and experience necessary to develop a complete Zero-Emission Bus Rollout Plan for the Lassen Transit Service Agency (LTSA) and Plumas Transit Systems (PTS) to comply with the California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation specific to small transit agencies.

The ICT regulation was adopted in December 2018 and requires all public transit agencies to gradually transition to a 100 percent zero-emission bus (ZEB) fleet. Beginning in 2029, 100% of new purchases by transit agencies must be ZEBs, with a goal for full transition by 2040. A ZEB Rollout Plan from each transit agency, approved by its Board, is required to show how it is planning to achieve a full transition to zero emission technologies by 2040.

The purpose of this project is to assist LTSA and PTS in implementing the ICT regulation by performing fleet, facilities, and operational analysis and creating a detailed plan to assist LTSA and PTS in reaching a zero-emission bus fleet.

BACKGROUND

Climate change threatens the livelihood of our communities. Transportation-related greenhouse gas (GHG) emissions are one of the main causes of climate change. The Lassen County Transportation Commission (LCTC) recognizes the threat of climate change and aims to reduce greenhouse gas emissions by transitioning to a zero emission fleet. In addition, we recognize the economic benefit identifying EV charging and Hydrogen Fueling throughout the region, including our partners in Plumas County.

The LCTC is the Regional Transportation Planning Agency for Lassen County and the City of Susanville. LCTC will be partnering with our sister agency in Plumas County the Plumas County Transportation Commission for this effort. The Lassen Transit Services Agency is the local transit operator in Lassen County, and Plumas Transit Systems provides the same service in Plumas County. Given recent fire activity in both Counties, but especially in Plumas County, the LCTC has agreed to be the project lead for this effort.

Lassen and Plumas Counties include some of the most scenic and endearing natural wonders in the west. From Lassen Volcanic National Park, to the headwaters of the Feather River, to vast stretches of high mountain valleys, Lassen and Plumas counties are some of the largest and least populated places in California. The region, once a hot spot for mining and logging, has transitioned to ranching and agriculture, services, and tourism. In addition, because of the natural environment of the region, Lassen and Plumas Counties are primed to take advantage of the growing adventure tourism market, as well as urban dwellers tired of the city who can work remotely.

The Lassen County Transportation Commission recognizes the importance of transitioning to a ZEV transit fleet. The region is striving to making the transition to ZEV transit vehicles with a methodical approach. However, to the degree it is possible these investigations could be used to advance ZEV use for other public agencies, as well as private vehicles. This grant award would allow the agency to study the feasibility and best practices to make this transition.

PROJECT STAKEHOLDERS

The LCTC will be the lead agency for this project. Stakeholders could include but not be limited to:

1. Plumas County Transportation Commission
2. Lassen Transit Services Agency
3. Plumas Transit Systems
4. Lassen County
5. Plumas County
6. City of Susanville
7. City of Portola
8. Susanville Indian Rancheria
9. Greenville Rancheria

OVERALL PROJECT OBJECTIVES

- Assessment of current conditions and risk assessment of moving to an electric public transit fleet, including evaluating market conditions of electric vehicles and charging/refueling equipment.
- Identify current conditions of the fleet and feasibility of operating electric vehicles including evaluating current operational needs and costs versus operational needs and costs with an electric fleet.
- Stakeholder outreach with relevant agency departments and external partners including utilities, local governments, etc.
- Evaluate current market and determine vehicle options and charging/refueling options.
- Evaluate infrastructure needs and, if applicable, determine best location for charging or hydrogen refueling infrastructure.
- Identify opportunities for the LCTC and PCTC to share charging and/or fueling infrastructure with other transit agencies or fleets (including our federal, state, and local partners)
- Develop a timeline for bus replacement/purchases and infrastructure development.
- Identify routes to convert to ZEV in order of feasibility.
- Work with power supplier to identify infrastructure needs for supply.
- Work with fleet maintenance to understand training and equipment needs.
- Develop a funding plan/assessment.

SUMMARY OF PROJECT TASKS (SCOPE OF WORK)

Project Management activities must be identified within the task they are occur.

Task 01: Project Administration

Lassen County Transportation Commission will hold a kick-off meeting with Caltrans to review grant procedures, project expectations, invoicing, quarterly reporting, and all other relevant project information and objectives.

Task Deliverables
Kick-off meeting
Quarterly reports
Invoices
Final Report
Kick-off meeting with Caltrans – Meeting Notes, quarterly invoices and progress reports.

Task 02: Consultant Procurement

LCTC will complete the process for selection of a Consultant using the proper competitive procurement procedures.

Task Deliverables
Execute contract with selected Consultant
Fully executed contract with Consultant. Consultant will attend all subsequent management meetings.

Task 1: Transit Fleet Electrification/Hydrogen Fuel Cell Study

The Consultant will collect and review all existing plans, maps, GIS data, and other resources necessary for documenting baseline operations and understanding future needs of each transit system. Items to collect and review include but are not limited to the following: transit plans, Regional Transportation Plans/Sustainable Communities Strategies, sustainability plans, energy plans, GHG reduction plans, Circulation Elements, transit maps, transit performance indicators, and more.

Once a thorough understanding of the system is achieved by the project team, they shall meet with LCTC to concur on foundational information. This will be summarized and formalized in a memo.

Task Deliverables
Report of existing conditions and foundational information
A summary report will be completed utilizing current plans, maps, GIS data, and additional resources.

Task 2: Vehicles, Charging/Fueling Infrastructure and Site Analysis

Consultant will develop a matrix to compare all available (and anticipated) vehicle options currently on the market that are relevant to the transit services provided in the study area. Consultant will research vehicle size

capacity, maximum speed, maximum travel distance, average charging/fueling time and capacity, purchase price, average lifetime, vehicle length, purchase and lease options, and any other information deemed relevant to the Electrification Feasibility Study. Available vehicles will be compared with the current planned operations and tested for suitability. The project team will work with other regional partners to explore acquisition leverage and piggybacking on available regional or State contracts.

Consultant will research and compare electric charging and hydrogen fueling site needs for each vehicle type and fleet size. Priority sites will be identified based on the route distances, charging/fueling capacity, and charging/fueling time for each vehicle. Consultant will determine the number of charging and/or fueling stations needed and will begin exploring potential charging and fueling locations in coordination with the applicant. The Consultant will investigate the feasibility of on-site hydrogen production as well as delivered hydrogen. Ideal locations will require no cost of land acquisition for Lassen and Plumas Counties and will be located to reduce the overall necessary amount of infrastructure. In addition, the Consultant will coordinate with partner transit operators to identify potential for in-route charging/fueling. Sites will be put through a screening process to ensure appropriate energy availability (for EV vehicles), space requirements, potential for expansion, and adaptability. Existing and known sites will be evaluated for adaptability to accommodating an electric or HFC transit fleet. Funding from this feasibility study will assist in the layout concept and energy analysis.

If the Site Selection results determine land or right-of-way acquisition is necessary to implement the vehicle charging/fueling stations, the Consultant will conduct a land acquisition analysis. A cost estimate for land acquisition will be developed based on average current land costs in the area.

Consultant will research energy needs for the current and future transit fleet (either electrification or HFC) plan. Route energy modeling will be performed, and route lengths will be compared against charging times and charging capacities (for electric vehicles) and energy needs will be determined for each potential vehicle type (for both EV and HFC vehicles). Select routes will be analyzed in detail to understand how the energy needs change based on variable parameters such as weather conditions and altitude, for example. The Consultant will visualize the total energy needs based on various charging/fueling configurations and develop load schedules for each of the sites. Consultant will develop several charging/fueling scenarios to illustrate what the total energy needs are and how the energy needs change based on the time available for charging or fueling. This energy needs analysis will further inform the development of the charging/fueling schedules in Task 4.

For electric vehicles, the availability of power is a critical component of site location, fleet accommodation, and cost of charging infrastructure. Lassen and Plumas Counties will build off existing relationships with utility providers and current fleet electrification plans. Once new or existing potential sites are established or identified in Task 2, the Consultant will partner with the transit agency(s) and utility providers to understand current availability of power to each site. Available energy will be analyzed against specific transit fleet needs and the project team will identify necessary improvements. All charging/fueling infrastructure upgrades will be conceptualized, charger/fueling locations on sites, line extensions, transformer upgrades, sub-station locations, and other comprehensive requirements. Concepts will be formalized and estimated for costs. In addition, the Consultant will explore a potential collaboration with other transit agencies or fleets within Lassen and Plumas County transit providers service area, which may have existing or planned charging/hydrogen fueling infrastructure. Furthermore, the project team will work with the local utility provider to establish the most cost-effective charging program to utilize.

The Consultant will work with the local maintenance contractor(s) to determine training needs. Cost to train and employ mechanics, fleet operators, and any change in administrative and maintenance costs will be researched

and summarized, as well as any special certifications or special equipment needed. The Consultant will research vehicle storage needs and any other criteria relevant to determining up-front and continual vehicle maintenance costs.

Task Deliverables
<ul style="list-style-type: none"> • Summary of current vehicle options and specs • Summary of charging site/fueling station evaluation • Summary of energy needs per vehicle/fleet • Utility provider coordination summary • Summary of maintenance, training and operations costs
<p>Power point and pdf presentations, energy demand per route to be conducted utilizing the Consultant’s software, hold meetings (virtual or in-person) with local utility, and reporting document for training and costs.</p>

Task 3: Public Outreach

The project team will engage existing transit planning stakeholders in the process. Stakeholders will be engaged directly through interviews and invited to participate in a study advisory committee and community engagement meetings.

The project team will prepare a community engagement plan that reaches constituents within current and planned transit route coverage areas. The engagement plan will target current and future users and include all rider types and socio-economic backgrounds. This engagement effort will specifically seek input from low income and disadvantaged communities in the service area. Community engagement will take place during the implementation of the feasibility study.

The engagement plan will include methods for the community to provide feedback such as surveys, direct online comment forms, physical comment forms, disadvantaged community targeted mailers, public workshops (virtual or in-person) and through email. The community will also have the opportunity to provide feedback when the project is presented to Councils, Commissions and Boards.

Task Deliverables
<ul style="list-style-type: none"> • Stakeholder list development and outreach • Host meetings (virtually or in-person) with stakeholders • Create meeting agendas • Take minutes and distribute minutes reports
<p>Community engagement solicitation through phone calls, emails, and outreach through local organizations. Host meetings physically or utilize online platforms for virtual meetings. Agendas, minutes, and minutes reporting to be handled utilizing pdfs.</p>

Task 4: Implementation Plan Development

The project team will utilize existing transit fleet replacement plans as a foundation for adapting to an electric fleet. Based on the findings from the Vehicle Needs Analysis, The Consultant will develop a timeline for scheduled vehicle replacements and charging/refueling infrastructure. The Consultant will research vehicle lifetime and cost replacement estimates, as well as battery lifetime and replacement cost estimates and or hydrogen fueling infrastructure operations and maintenance. The schedule will include both the initial phase of

transitioning from a traditional to an ZEV fleet and the long-term phase of vehicle replacement and upkeep. The Innovative Clean Transit Act and the required targets for zero emissions transition will be referenced in the Plan. The Consultant will provide a conceptual design identifying needed infrastructure upgrades and the layout of the charging/fueling infrastructure for the bus yards. The Consultant will collect and prepare a table listing all associated costs due to the infrastructure upgrades per bus yard. Detailed information about service voltage and load schedules will be provided.

The Consultant will also analyze distributed energy resources (DERs) such as photovoltaic solar installations and battery storage solutions that can lessen charging costs. The Consultant will list and recommend future funding opportunities related to DERs that the agency might consider.

For electric vehicles charging station management software solutions that can mitigate energy costs and alleviate charging management challenges will be explored, and a charging schedule will be developed to identify the ideal daily charging window and charging management process.

Standard pricing, equipment pricing, and construction costs will be included in the estimate of investment required. A comprehensive overview of the current pricing and trends of both electric and HFC vehicles and the associated infrastructure components such as charging/fueling stations, facilities and power infrastructure needs will be provided. The infrastructure need will be based on findings from the existing conditions analysis, vehicle needs analysis, charging and site needs analysis, and projection of charging/refueling stations needed. Ongoing costs will be estimated for operating and maintenance expenses, energy costs, and ongoing fleet replacement costs.

The Consultant will research infrastructure funding programs available through the Air Resources Board, Energy Commission and other resources, such as corporate investment companies. The Consultant will also prepare an analysis of current programs and funding opportunities available for local transit agencies. The analysis will include well known programs for all level of infrastructure needs such as capital purchase programs, incentive programs, collaborations, and energy supply and upgrades.

Task Deliverables
<ul style="list-style-type: none"> • Fleet replacement plan • Plan Infrastructure deployment • Prepare cost estimates • Develop funding strategy
<p>Fleet replacement report for Lassen County Transportation Commission to utilize. Infrastructure deployment timelines and related costs for equipment and possible upgrades. A funding strategy document will be delivered with associated links and contact information for each funding source.</p>

Task 5: Draft and Final Plan

The Consultant will develop a draft Transit Fleet Zero Emission Vehicle Infrastructure and Implementation Study for Lassen County Transportation Commission including but not limited to the following sections: Introduction, Summary of Public and Stakeholder Participation, Existing Conditions and Foundation Assessment, Vehicle Needs Analysis, Fueling Infrastructure Needs Analysis, Funding Plan, and Implementation Plan. The Study will summarize all components necessary for a successful transition to a ZEV fleet including a management plan and will provide a set of guidelines for setting and meeting ZEV transition goals in the future.

The Consultant will organize a presentation and deliver copies of the draft Plan to Lassen County Transportation Commission and The Plumas County Transportation Commission during a regular public meeting where the public will be given the opportunity to provide feedback.

Any comments received from the LCTC and the PCTC, or other interested parties will be reviewed thoroughly and implemented into the Final Study if applicable.

At the conclusion of the review and commentary period, the Consultant will prepare the Final Plan. The Consultant will prepare the requested number of hard copies of the Plan and will compile a digital library including all files created during the development of the Plan.

Task Deliverable
<ul style="list-style-type: none"> • Draft Study • Presentation to LCTC and PCTC • Address Comments • Final Study
<p>Examples: Draft Plan, Public Review – list of comments, Final Plan that includes recommendations and considerations for future implementation, as well as a list of next steps in order to implement the plan with funding considerations and strategies.</p>

Task 6: Board Review/Approval

Upon completion of the Final Study, the Consultant will present the final plan for review and approval from the Lassen County Transportation Commission Members (in cooperation with their Plumas County and transit provider partners). This study will seek approval and set Lassen and Plumas Counties on a path to zero-emission implementation to comply with the Innovative Clean Transit Rule within the mandatory timeline.

Task Deliverables
<p>Final Study approval by board</p>
<p>Copies, both hard and digital, of the study will be provided to the board prior to the meeting. Power point presentation will be conducted with a questions and answers portion. Revisions will be made if deemed necessary by the board.</p>

Proposed Project Schedule

**California Department of Transportation
Zero-Emission Bus Rollout Plan Project Schedule
Lassen Transit Service Agency (LTSA) and Plumas Transit Systems (PTS)**

Task #	Task Title	2023												2024
		F	M	A	M	J	J	A	S	O	N	D	J	
	Notice to Proceed													
1	Transit Fleet Study													
2	Vehicle Infrastructure Analysis													
3	Public Outreach/Agency Review													
4	Implementation Plan Development													
5	Draft Plan													
6	Public Outreach/Agency Review													
7	Final Plan													
8	Final Plan Presentation													

* Key Milestone: Draft Plan August, 2023

* Estimated budget: \$135,000 to \$150,00

Map of Lassen and Plumas County Transit Service



CONTACT PERSON

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PROJECT TIMETABLE

January 4, 2023 Issue Request for Proposals
January 11, 2023 Deadline to submit questions via email
January 13, 2023 Answers distributed to all RFP recipients via email
January 25, 2023 Closing Date for Receipt of Proposals (11 am)
February 1, 2023 Finalists contacted to schedule interviews, if required
Week of February 6, 2023 Conduct interviews (if necessary, interviews will be held by video conference), if required (Proposers, including subconsultants, must be available)
February 13, 2023 Contract award, execute contract
Week of February 20, 2023 Kick-off Meeting

Proposals must be **received** no later than **11:00 am on January 25, 2023** at cherimartin7@outlook.com.
Remember, all proposals will be submitted via email.

LASSEN COUNTY TRANSPORTATION COMMISSION

cherimartin7@outlook.com

Proposals must be submitted as a pdf with the subject line that is clearly marked **“LCTC/PCTC - Zero-Emission Bus Analysis, Infrastructure Analysis and Rollout Plan”**. Though email is considered simultaneous, proposers should allow enough time to make sure that they make the 11 AM deadline on January 25, 2023. 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 shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name or firm’s name, as well as that of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.

GENERAL CONDITIONS

A. Limitations

This Request for Proposals (RFP) does not commit LCTC to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. LCTC 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 responsibility of any proposer and of the suitability of the materials and/or services to be rendered. LCTC reserves the right to withdraw this RFP at any time without prior notice. Further, LCTC reserves the right to modify the RFP schedule described above.

B. Award

LCTC plans to ask RFP finalists, if required, to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. LCTC 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. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by LCTC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP 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 LCTC shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-Contractual Expense

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

- Preparing proposals in response to this RFP;
- Submitting proposals to LCTC;
- Negotiations with LCTC on any matter related to proposals; and
- Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, LCTC 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. LCTC 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, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant(s) 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 on January 6, 2023.**

G. Term

The period of the contract will be through June 30, 2024.

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by LCTC to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements:

1. Workers Compensation; Employer's Liability: Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
2. Comprehensive Automobile: Bodily Injury/Property Damage \$1,000,000 each accident.
3. General Liability: \$1,000,000 per occurrence naming the Lassen County Transportation Commission as an additional insured.
4. Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by LCTC): \$1,000,000 per claim.

See also Attachment 2 (Standard Professional Services Agreement).

J. Contract Arrangements

The proposer is expected to execute a contract similar to LCTC's Professional Services Agreement, which meets the requirements of the current Federal transportation bill.

1. Disadvantaged Business Enterprise (DBE) Policy: None.
2. DBE Obligation: None.

3. 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.
4. 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.
5. Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to LCTC 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.

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 below) and a cost proposal (item 8).

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation.

The transmittal letter must include the following information.

- Statement confirming that if selected to interview the interviews will be held on January 4, 2023 in Susanville, CA (or by video conference) and that key team members will be available in person. LCTC reserves the right to hold interviews by video conference only.
- A statement acknowledging that the identified Project Manager must be available in person at the January 4, 2023 interview.
- Explanation of any conflicts of interest or a statement that the team has no conflicts of interest.
- A statement noting any requested modifications or exceptions to the Standard Professional Services Agreement (Attachment 2).

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 LCTC and an awareness of issues specific to the Lassen County and City of Susanville.

4. Technical Approach

Technical approach should include the following.

- a) 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;
- b) An itemized description of the proposed project schedule and the end products to be produced; and,
- c) Unique insight and recommendations.

5. Project Management

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

6. Consultant 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 the manager and all project staff proposed who will provide services 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. Consultant 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. The proposal must also include discussion of the consultant's affirmative action policy, use of DBE's in the performance of this work, and disclosure of any actual, apparent, or potential conflicts of interest.

- 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; and,
- b) A brief description of the firm's experience with similar projects.

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 in a separate pdf file.

SUBMITTAL OF PROPOSAL

All proposals will be submitted as pdf's via email. As stated above the formal proposal and cost proposal shall be submitted as two separate files.

All proposals shall be **received** no later than **11:00 am on January 25, 2023** at the Lassen County Transportation Commission via email to the Executive Secretary at cherimartin7@outlook.com the Subject Line should **read “LCTC/PCTC - Zero-Emission Bus Analysis, Infrastructure Analysis and Rollout Plan.”** Late proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of the Lassen County Transportation Commission.

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.

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 shall be returned after the date and time set for opening thereof.

PROPOSAL EVALUATION AND SELECTION

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 the following.

- Firms Qualifications, Experience, and References
- Project Manager and Staff Qualifications
- Work Plan (Technical Approach)
- Quality and Responsiveness of the Proposal

Following the qualification-based ranking, negotiations shall be conducted with the most qualified proposer. Failing an agreement on price, LCTC will negotiate with the next most qualified proposer until a contract can be awarded to the most qualified offeror whose price is fair and reasonable.

PROTEST PROCEDURES

A. Purpose and Applicability

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by the LCTC concerning its procurement activities.

The following protest procedures shall be employed for procurements conducted by the LCTC. Such protests shall be applicable only to procurements wherein the LCTC requests bids, proposals or offers for goods or services financed in whole or in part by public funds.

B. Definitions

The following definitions apply to terms used in this section:

DAYS: Unless otherwise specified, refers to the LCTC working days.

FILE OR SUBMIT: Refers to the date of receipt by the LCTC.

INTERESTED PARTY: All bidders or proposers involved in an LCTC procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.

BID: Refers to and includes: i) the terms “offer” and “proposal” as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

C. Basis for Protest

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist, or; b) the LCTC solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

- (a) Violation of federal, state or local law or regulation
- (b) Sole source procurements
- (c) Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published
- (d) Changes to evaluation criteria made during the evaluation process
- (e) Local or DBE preferences
- (f) Solicitation advertising violating applicable laws or regulations
- (g) Provision of inadequate time to prepare a proposal.

Protests of the LCTC procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and 2) protests occurring after contract award has been made.

D. Pre-Award Protests

The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the LCTC.
2. Protests must be submitted in writing to the attention of the LCTC Executive Secretary. The written protests shall include:
 - a. The name, address, and telephone number of the protester
 - b. The LCTC solicitation number and project description
 - c. A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation
 - d. The resolution sought from the LCTC by the protester.
3. The LCTC Executive Secretary shall receive the protest and issue written notification to the protester within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.
4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
 - a. The goods or services being procured are urgently required
 - b. Delivery or performance will be unduly delayed by failure to make an award promptly
 - c. Failure to make prompt award will result in termination of a critical LCTC function or activity or otherwise cause undue harm to the LCTC, or
 - d. The LCTC Executive Secretary prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process

The LCTC Executive Secretary shall be responsible for making a written determination that circumstances require the LCTC to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the LCTC Executive Secretary.

5. All protests received within the specified period shall be examined by the LCTC Executive Secretary.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by the LCTC.

6. The LCTC Executive Secretary may attempt to resolve the protest with the affected party. If a) the LCTC Executive Secretary elects not to attempt such resolution, or b) resolution is attempted but not achieved, the protesting parties may appeal to the Lassen County Transportation Commission (hereinafter "Commission") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Commission shall be a waiver of any other rights under the LCTC Protest Procedures.

For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.

7. The Commission shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Commission. The Commission may elect to appoint a sub-committee to review the protest and make a recommendation to the Commission at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Commission. Such parties shall be afforded an opportunity to present their case at the Commission meeting.
8. The Commission shall then make a formal decision on such protests at a public meeting. The decision of the Commission, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The LCTC Executive Secretary shall notify protesting parties in writing of any protest decision made by the Commission.

Except under conditions described in item 4 above, such decision by the Commission shall be made prior to award of any contract related to the subject procurement.

9. Should the Commission deny the protest, the LCTC may proceed with the procurement process. If the decision of the Commission is to uphold the protest, then the LCTC shall proceed pursuant to Commission direction.

E. Post-Award Protests

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the LCTC Executive Secretary award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the LCTC.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the LCTC Executive Secretary determines in writing that suspension of such award is necessary pending protest resolution. In that event the awardee shall be so notified in writing, and the LCTC Executive Secretary shall effect an agreement with the Contractor for suspension of activity.

PAYMENT SCHEDULE

Fees shall be billed on a monthly basis. Ten percent (10%) of the total contract amount will be withheld until successful completion of the contract. All invoices will be mailed to the LCTC, PO Box 1028, Susanville, CA 96130 or electronically by email to cherimartin7@outlook.com.

PROFESSIONAL SERVICES AGREEMENT

The selected consultant must enter into a Professional Services Agreement with LCTC for provisions related to compensation, conflict of interest, indemnification, insurance, etc. The scope, budget and schedule to complete the study will be incorporated into the professional services agreement. The proposal's transmittal letter shall state the Consultant's ability to comply with the contract provisions as outlined in LCTC sample professional services agreement or indicate which provisions will require amendments during contract negotiations.

ATTACHMENTS

Attachment 1: Sample Cost Proposal

Attachment 2: Standard Professional Services Agreement

ATTACHMENT 1 SAMPLE COST PROPOSAL

Note: Mark-ups are Not Allowed

Consultant _____ Date _____

DIRECT LABOR

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

a) TOTAL DIRECT LABOR COSTS \$ -

FRINGE BENEFITS

b) Fringe Benefits Rate: _____ c) TOTAL FRINGE BENEFITS [(a) x (b)] \$ -

d) TOTAL DIRECT LABOR AND FRINGE BENEFITS [(a) + (c)] \$ -

INDIRECT COSTS*

e) Indirect Cost Rate (ICR): _____ f) TOTAL INDIRECT COSTS S [(d) x (e)] \$ -

FEE (Profit)

g) Rate: _____ h) TOTAL FIXED PROFIT \$ -

OTHER DIRECT COSTS:

i) Travel/Mileage Costs (supported by actual costs) \$ -

j) Supplies \$ -

k) Copies \$ -

l) Subconsultant costs (attach detailed cost proposal in same format as prime consultant for each subconsultant) \$ -

m) TOTAL OTHER DIRECT COSTS [(i) + (j) + (k) + (l)] \$ -

TOTAL COST [(d) + (f) + (h) + (m)] \$ -

* Prior to requesting reimbursement of indirect costs, Consultant must have an Indirect Cost Rate (ICR) developed in accordance with Code of Federal Regulations (CFR) Title 48 - Federal Acquisition Regulations System, Part 31 - Contract Cost Principles and Procedures.

ATTACHMENT 2: STANDARD PROFESSIONAL SERVICES AGREEMENT

Contract #: 1819005
Funding Source: 4 County TDA/Local Transport. (Local)
Project Billing Code: 100-007-10

**LASSEN COUNTY TRANSPORTATION COMMISSION
STANDARD AGREEMENT**

THIS AGREEMENT, is made and entered into this 1st day of **[Insert Date]**, at Sacramento, California, by and between the Lassen County Transportation Commission (hereinafter "LCTC"), through its duly appointed Chief Executive Officer, and **[Insert Full Legal Name of Entity and Entity Type (Corporation, LLC or Partnership)]** (hereinafter "Contractor").

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. LCTC desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **[INSERT COMPLETION DATE]**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. LCTC reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by LCTC's Chief Executive Officer. Approval shall not be presumed unless such approval is made by LCTC in writing.
3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to LCTC that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by LCTC. LCTC is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.
5. Consideration: Payment to Contractor by LCTC shall be made as set forth in Exhibit "A." The total amount to be paid to Contractor under this Agreement shall not exceed [INSERT CONTRACT AMOUNT] (\$ _____), unless expressly authorized in writing by the LCTC Chief Executive Officer. In no instance shall LCTC be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.
6. Invoicing, Costs and Payment:
 - A. Contractor shall submit monthly invoices in arrears to LCTC no later than the 15th of each month and in accordance with the Scope of Work. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor shall submit PDF invoices by email to LCTC Business Operations. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by LCTC of any circumstances or data identified by LCTC in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after LCTC approval of each billing; however, LCTC, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by LCTC of all final products. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LCTC, in its opinion, to substantiate billings. Attached as Exhibit C is a list of LCTC's required supporting documentation for all consultant and subcontractor invoices. LCTC reserves the right to withhold payment of disputed amounts.
 - B. Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current

California Department of Personnel Administration rules) at the following link:

<http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

7. Independent Contractor: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of LCTC. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit LCTC to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.
8. Termination:
 - A. If LCTC issues a notice of termination:
 - (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
 - (2) Contractor shall deliver to LCTC electronic copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
 - (3) LCTC shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5, less any compensation to LCTC for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then LCTC shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to LCTC.
9. Assignment: The parties understand that LCTC entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of LCTC, this Agreement is not assignable by Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
11. Time: Time is of the essence in this Agreement.
12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of LCTC. If LCTC consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.
 - A. LCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - B. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by LCTC that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit LCTC and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless LCTC, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by LCTC

in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by LCTC).	\$1,000,000 per claim.

A. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by LCTC.

B. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) For any claims related to this Agreement, Contractor's insurance coverage shall be the primary insurance with respects LCTC, its directors, officers, employees and agents. Any insurance or self-insurance maintained by LCTC, its directors, officers, employees or agents shall be in excess of Contractor's insurance and shall not contribute to it.
- (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LCTC, its directors, officers, employees or agents.
- (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to LCTC.
- C. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by LCTC.
- D. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to LCTC an original Certificate of Insurance on a standard ACORD form, or other form acceptable to LCTC, substantiating the required coverages and limits set forth above and also containing the following:
- (1) Thirty (30) days prior written notice to LCTC of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "LCTC and its directors, officers, agents and employees, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- E. Certified Copies of Policies: Upon request by LCTC, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- F. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude LCTC from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- A. LCTC or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide LCTC or its designee with any relevant information requested and shall permit LCTC or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation to this Agreement and any amendments, whichever is later.

- B. If so directed by LCTC upon expiration of this Agreement, Contractor shall cause all Records relevant to the Scope of Work to be delivered to LCTC as depository.
17. Project Manager: LCTC's Project Manager for this Agreement is Cheri Martin, unless LCTC otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be sent electronically to the LCTC Project Manager Cheri Martin at the following email address:

ATTN: Cheri Martin cherimartin7@outlook.com

Contractor's Project Manager for this Agreement is [Project Manager's Name]. No substitution of Contractor's Project Manager is permitted without the prior written agreement of LCTC, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8(a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

[Insert Project Manager Name and Title]
[Insert Contractor Company Name]
[Insert Contractor Mailing Address]
Insert Phone Number
[Insert Email Address]

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of LCTC to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of LCTC to enforce these provisions.
20. Litigation: Contractor shall notify LCTC immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or LCTC, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of LCTC.
21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).
22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures LCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is LCTC's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. LCTC does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. LCTC prohibits discrimination by its employees, contractors and consultants

Contractor assures LCTC that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as LCTC may deem appropriate.

- A. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- B. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- C. Contractor and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. LCTC prohibits discrimination by its employees, contractors and consultants. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment,

including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- D. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
 - E. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.
24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - B. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - C. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.
25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- A. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - B. Contractor will not meet with employees or supervisors on LCTC or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
 - C. No funds received from LCTC under this Agreement shall be used to assist, promote, or deter union organizing.
26. Other Responsibilities:
- A. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with LCTC's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with LCTC or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify LCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.
 - B. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by LCTC, as provided for in the Conflict of Interest Code for LCTC, shall promptly file economic disclosure statements for the disclosure categories determined by LCTC, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.
 - C. Campaign Contribution Disclosure: Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."
 - D. Covenant Against Contingent Fees: Contractor warrants that it has not employed 11 or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, LCTC shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
27. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

28. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.
29. Integration: This Agreement represents the entire understanding of LCTC and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.
30. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
31. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
32. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
33. Ownership; Permission:
 - A. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LCTC, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to LCTC upon request.
 - B. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) LCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless LCTC and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
34. Counterparts: This Contract may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
35. Prohibition of Expending State or Federal Funds for Lobbying:
 - A. Contractor certifies, to the best of his or her knowledge or belief, that:

- a. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - B. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - C. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.
36. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:
- A. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all State and local laws and ordinances applicable to the work.
 - B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
 - C. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

LASSEN COUNTY TRANSPORTATION COMMISSION

[NAME AND TITLE]

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to LCTC

[INSERT FULL LEGAL NAME OF CONTRACTOR]

[NAME AND TITLE]

EXHIBIT “A”

Scope of Work

[INSERT SCOPE OF WORK]

(Include detailed description of tasks to be performed and timing)

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)

EXHIBIT "B"
LEVINE ACT DISCLOSURE STATEMENT
(To be completed by all proposers on LCTC consultant contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the Lassen County Transportation Commission are:

- John Clerici, Executive Secretary
- Aaron Albaugh (Chairman), Lassen County Supervisor
- Kevin Stafford (Vice Chairman), Susanville City Councilmember
- Jeff Hemphill, Lassen County Supervisor
- Tom Hammond, Lassen County Supervisor
- Quincy McCourt, Susanville City Councilmember
- Russ Brown, Susanville City Councilmember

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LCTC Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___ YES ___ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any LCTC Director(s) in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the Director(s)): _____

Answering yes to either of the two questions above does not preclude LCTC from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) **"Party"** means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) **"Participant"** means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) **"Agency"** means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) **"Officer"** means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) **"License, permit, or other entitlement for use"** means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) **"Contribution"** includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time

he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street #3000, Sacramento, CA 95811, (916) 322-5660.

EXHIBIT C - LCTC REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

[INSERT ANY INTERNALLY REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES]