



Tuolumne County Transportation Council

Request for Proposals

Triennial Performance Audits of the

TCTC and Regional Public Transit System

Proposal Submission Deadline: 2:00 p.m. October 26, 2016

Tuolumne County Transportation Council
2 South Green Street (mailing)
48 West Yaney Avenue (physical)
Sonora, CA 95370

September 15, 2016

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NOTICE INVITING PROPOSALS

Notice is hereby given that proposals will be received by the Tuolumne County Transportation Council (TCTC) at its office located at 48 West Yaney Avenue, 3rd Floor in Sonora, California; (mail: 2 South Green Street, Sonora, CA, 95370), until 2 p.m. October 26, 2016 for the following:

To Conduct Triennial Performance Audits of the TCTC and Regional Public Transit System

The TCTC hereby notifies all proposers that it will affirmatively ensure that in regard to any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that proposers will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin, or physical or mental disability in consideration for an award.

A Request for Proposals document containing general conditions, specifications, instructions for proposers and all necessary proposal forms may be found on the Tuolumne County Transit website @ <http://www.tuolumnecountytransportationcouncil.org/>, or by submitting a letter of interest to:

Tuolumne County Transportation Council
Senior Administrative Analyst
2 South Green Street
Sonora, CA 95370; or
dbynum@co.tuolumne.ca.us

Please review these documents thoroughly, and if you desire to submit a proposal, take care to ensure that your proposal contains all required forms prepared in accordance with the instructions, that it is correctly executed and submitted to the Tuolumne County Transportation Council no later than 2:00 p.m. on Wednesday, October 26, 2016.

Thank you for your interest. We look forward to the successful award of this Performance Audits Agreement.

TUOLUMNE COUNTY TRANSPORTATION COUNCIL

Board Members

Michael Ayala, Chairman Citizen at Large Representative
John Gray, Vice Chairman County Board of Supervisors Representative
Evan Royce..... County Board of Supervisors Representative
Connie Williams Sonora City Council Representative
George Segarini Sonora City Council Representative

Staff

Darin Grossi Executive Director
Diane Bynum Senior Administrative Analyst
Tyler Summersett Senior Transportation Planner
Alex Padilla Transportation Planner I
Denise Bergamaschi..... Administrative Technician

Legal

Carlyn Drivdahl Legal Counsel

INTRODUCTION

The Tuolumne County Transportation Council (TCTC) is soliciting proposals to conduct performance audits of the TCTC and the Regional Public Transportation System. The TCTC is statutorily required by Section 99246 of the California Public Utilities Code to designate entities other than itself, a county transportation commission, a transit development board or an operator to make a performance audit of its activities. The TCTC also desires a performance audit of the region's public transit system, Tuolumne County Transit. The intent of this Request for Proposals (RFP) is to procure performance audits of the TCTC and Tuolumne County Transit for Fiscal Years 2013/14 through 2015/16.

The audits must be conducted during Fiscal Year 2016/17, and must be in compliance with relevant sections of the Transportation Development Act. The TCTC further requires that the performance audits be conducted consistent with the "Performance Audit Guidebook for Transit Operators and Regional Transportation Entities" issued by the California Department of Transportation.

Background

Tuolumne County, established in 1850, is located in the center of the California Mother Lode area along the western slope of the Sierra Nevada mountain range. The County extends from the foothills to the Sierra crest and is bordered on the north by Calaveras County, on the South by Mariposa County, on the west by Stanislaus County and on the east by Alpine and Mono Counties. Sonora is the only incorporated city in Tuolumne County and is also the County Seat.

The population of Tuolumne County is presently 53,831. The Department of Finance projects the population will increase to 63,947 by the year 2060.

Tuolumne County Transportation Council

The Tuolumne County Transportation Council, at that time called the Tuolumne County and Cities Area Planning Council (TCCAPC), was established in 1967 pursuant to Government Code 65601 through a Joint Powers Agreement between the County Board of Supervisors and Sonora City Council. In July 1972, the TCTC was designated as the Regional Transportation Planning Agency for the County of Tuolumne by the Director of the Business, Transportation and Housing Agency. The TCTC is responsible for the development and management of the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP) as well as various transportation funding programs, such as: Transportation Development Act (TDA), which includes Local Transportation Funds (LTF) and State Transit Assistance Funds (STAF); Rural Planning Assistance (RPA); Planning, Programming and Monitoring (PPM); Regional Improvement Program (RIP); Regional Surface Transportation Program (RSTP) Exchange; Congestion Mitigation and Air Quality (CMAQ); and various grant programs.

The TCTC is comprised of two members from the County Board of Supervisors, two members from the Sonora City Council and one citizen at large appointed by the other members. The TCTC is provided input from three advisory committees; the Technical Advisory Committee, Citizens Advisory Committee and the Social Services Transportation Advisory Council.

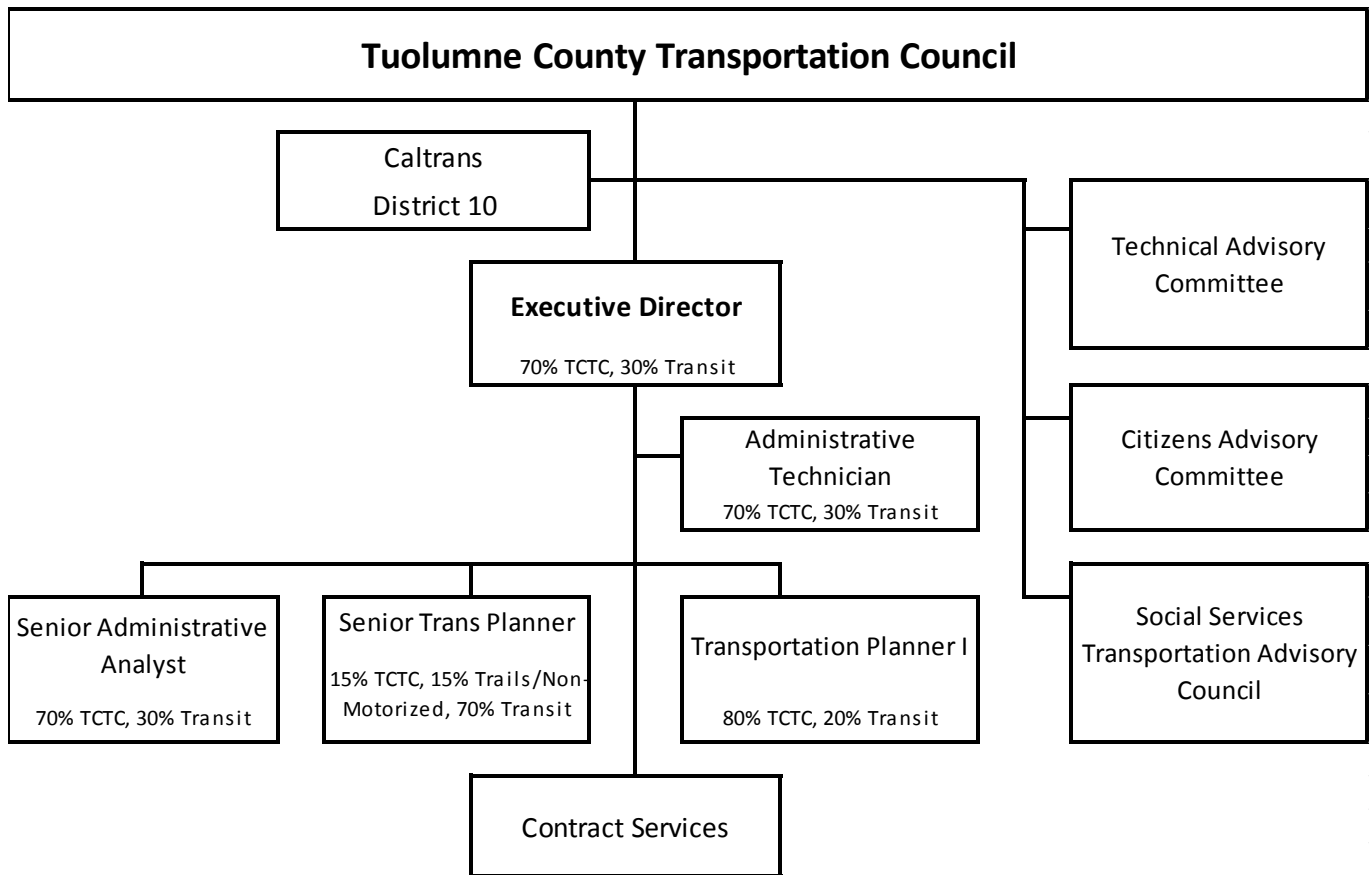
The Technical Advisory Committee (TAC) membership consists of the TCTC Executive Director, County Community Resources Agency Director, County Airports Manager, County Administrator, City Administrator, City Community Development Director, City Engineer, Caltrans District 10 – Transportation Planner, the area California Highway Patrol (CHP) Commander and a representative appointed by the Tribal Council of the area Native American community. Other City, County and Caltrans staff members do attend and participate in TAC meetings. The TAC is the clearinghouse and technical review body for all items that go before the TCTC.

The Citizens Advisory Committee (CAC) is typically comprised of eight members from the public at large with staggered four year terms. The Sonora City Council appoints two members and the Tuolumne County Board of Supervisors appoints six members. Each County Board member, with the exception of the District Four Supervisor, appoints one person from their respective district. The District Four Supervisor appoints two individuals, one from the Groveland area and one from the East Sonora area. The CAC is intended to be an advisory committee to the TCTC on all matters relating to the regional transportation system.

The Social Services Transportation Advisory Council (SSTAC) was first formed in 1987. The SSTAC is comprised of a myriad of representatives of potentially transit dependent segments of the community (i.e., senior citizens, persons with disabilities, persons of limited means, etc.) and transit operators. TCTC staff and the Caltrans District 10 Transit Representative are ex-officio members of the SSTAC. The composition of the SSTAC, the terms of SSTAC appointments and precise responsibilities of the SSTAC are found in and controlled by Section 99238 of the Public Utilities Code (PUC). The SSTAC is intended to be an advisory committee to the TCTC on matters pertaining to the transit needs of transit dependent and transit disadvantaged persons. The SSTAC's input is considered in and made an integral part of the TCTC's annual "Unmet Transit Needs" process.

Funding for TCTC programs and administration is received from a variety of sources including, but not limited to: RPA; PPM; LTF; RSTP Exchange; Traffic Impact Mitigation Fees (TIMF); and grants. This funding is programmed each year to specific work activities and projects in the TCTC Overall Work Program (OWP).

Organizational Chart



Regional Public Transit System

The Regional Public Transit System, Tuolumne County Transit, was first established in December 1976 through a Section 147 grant under the County Board of Supervisors. In August 2011, a Joint Powers Agreement between the County Board of Supervisors and Sonora City Council created the Tuolumne County Transit Agency (TCTA) and transferred the responsibilities of Tuolumne County Transit to this new agency. The TCTA fulfills the role of the transit system operator under the Transportation Development Act (TDA) and is, thereby, eligible to receive transit funding. The TCTA is governed by the same Board members as the Tuolumne County Transportation Council.

The County operated Tuolumne County Transit from December 1976 through November 1985, at which time the County began contracting out the management and operation of the Transit Service based upon competitive proposals received. The Transit Services Agreement with the current Contractor, Storer Transit Systems, began on July 1, 2009. A two-year extension to the Agreement was executed, extending the term to June 30, 2015. After considering all proposals received through the next competitive bid process, the Tuolumne County Transit Agency awarded the current Transit Services Agreement to Storer. This Agreement began July 1, 2015 and will expire on June 30, 2019. If the two-year extension is executed, the term will be extended to June 30, 2021.

The Tuolumne County Transportation Council provides staff to administer the Transit Services Agreement and to provide other transit related administrative duties including; budgeting, invoicing, agreement amendments, coordination of various transportation funding programs and the development of plans and reports to meet Federal and State requirements. The TCTA reimburses the TCTC for the portion of staff time spent on transit related activities.

The transit contractor employs all the drivers, dispatchers, mechanics and other staff necessary for the operation and management of Tuolumne County Transit. The contractor is required to provide in-house training to staff on a regular basis, including, but not limited to; CPR, first aid, empathy training, defensive driving and road training. The contractor is responsible for making sure all certification(s), licensing and State requirements are met in a timely manner.

The Transit Facility, located at 13033 Sanguinetti Road, is provided by the TCTA to the transit contractor through a Lease Agreement between the property owner and TCTA. This facility houses the management, operations and fleet maintenance of Tuolumne County Transit. This Lease Agreement began on June 1, 2009 and was renewed on July 1, 2015. The current Lease Agreement term is for five years, and includes one two-year extension option. Prior to June 1, 2009, the Transit Services Agreement required the contractor to provide and pay for the transit facility.

Transit Funding

Tuolumne County Transit is funded primarily by California Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) Section 5311 operating assistance grant funds, and farebox revenue. The TDA funds are provided by the State to the Regional Transportation Planning Agency, the Tuolumne County Transportation Council (TCTC) in Tuolumne County, who then allocates the funds to the claimants. Both the County of Tuolumne and City of Sonora contribute funds to provide public transportation services in the Tuolumne County Region. The Transit System has also received FTA Section 5310, Congestion Mitigation and Air Quality (CMAQ) and Transit Bond funding for various capital purchases.

Regular Transit Services

Tuolumne County Transit serves the communities of Sonora, Columbia, Jamestown, Tuolumne, Twain Harte, Mi-Wuk Village and Sierra Village. Tuolumne County Transit (TCT) is available to the general public, including those who are transportation disadvantaged, and provides Fixed Route and Dial-A-Ride (demand response) services.

Tuolumne County Transit is in full compliance with the Americans with Disabilities Act (ADA) and currently operates a total of twenty one buses, all equipped with wheelchair lifts. All fixed route buses are also equipped with bicycle racks.

Fixed Route Services

The Tuolumne County Transit Fixed Route operates Monday through Friday from approximately 6:00 a.m. to 9:00 p.m. This system connects residents of Sonora, Columbia, Jamestown, Tuolumne, Twain Harte and Sierra Village with adjoining communities, shopping and entertainment areas, medical

facilities, schools and Columbia Community College. Interregional opportunities are provided through connections with Calaveras Transit at Columbia College.

Dial-A-Ride Service

Tuolumne County Transit operates demand response (dial-a-ride) services Monday through Friday during the same time hours as fixed route services within designated service areas in the County. This system is designed to connect the elderly and disabled residents of Tuolumne County who are unable to use the Fixed Route with shopping and entertainment areas, medical facilities and Columbia Community College. Priority scheduling is given to our ADA (Americans with Disabilities Act) certified riders.

Weekend Service

Tuolumne County Transit operates a general public dial-a-ride service on Saturdays between the hours of 9:00 a.m. and 4:00 p.m. This Service is provided within a limited service area, including the Sonora, Jamestown, Columbia, Twain Harte, Soulsbyville, Standard and Tuolumne areas. Saturday Service is provided through a curb-to-curb dial-a-ride service, requiring advance reservations.

Premium Services

Dodge Ridge Ski Bus

The Dodge Ridge Ski Bus began in Fiscal Year 2008/09, taking passengers from Sonora up Highway 108 to the Dodge Ridge Ski Resort, located on Dodge Ridge Road in Pinecrest. The Dodge Ridge Ski Resort is approximately 30 miles from the Transit Facility in Sonora. The SkiBus stops at numerous locations between Sonora and Dodge Ridge to pick up passengers. The success of this service greatly depends upon the winter weather conditions. In the years where there was ample snow, the service had strong ridership and averaged farebox recovery ratios in the 40+% range. Recent years have been affected by the drought, with record low snows. This past year improved somewhat with strong ridership on many snow days, and averaged a nearly 30% farebox recovery ratio.

Special Events

To support and encourage community events, Tuolumne County Transit provides transportation to several local events throughout the year. These events are preapproved by the TCTA and must meet certain criteria adopted by the TCTA, such as being open to the general public, hosted locally and designed to highlight the local heritage, cultural uniqueness, history or strengthen relationships within the community. Eligible applicants for these services are limited to charitable, non-profit and service organizations or public agencies. Over 2,300 passengers used this service to access community events last year.

Tuolumne Trip Service

Due to the low ridership and high cost of the Tuesday Groveland to Sonora Dial-A-Ride Service, the TCTA considered more cost effective alternatives for those few passengers. It was found that the

Tuolumne Trip Program could serve those passengers appropriately and for less cost. Therefore, the TCTA replaced the Groveland/Sonora DAR Service with Tuolumne Trip in the fall of 2013.

The Tuolumne Trip service is designed as a low-cost, low-maintenance, customer driven approach for providing transportation for those that have needs not being met by other transportation programs. Tuolumne Trip was the outcome of a collaborative partnership between many local agencies in Tuolumne County such as Sierra Senior Providers, Area 12 Agency on Aging, Interfaith, Catholic Charities and the Senior Resource Services.

The Tuolumne Trip Program is modeled after the successful southern California Trip Trans model. Trip Trans is a volunteer driver service that began providing transportation assistance for seniors and people with disabilities in 1993. The efficiency and effectiveness of the TRIP Model has been proven in cities, suburban and rural areas.

The three basic elements of the model (sponsor, passengers and drivers) interact in a manner that results in administrative efficiency and cost effectiveness. The model creates an "arm's length relationship" between the program sponsor and the driver. According to risk management professionals and insurers, this characteristic has the potential of limiting liability because: (1) drivers are not recruited or managed by the program; (2) the program does not own vehicles; and (3) staff does not schedule rides.

Yosemite Transit Service

Through a collaborative effort between TCTC staff, Yosemite National Park, the Yosemite Gateway Partnership, Yosemite Area Regional Transit System (YARTS) and a local project team composed of Chambers of Commerce, Visitors Bureaus, Lodging establishments, local agency representatives, the district Supervisor and others, Yosemite Transportation Service in Tuolumne County began in 2012. To try and positively affect traffic and congestion in Yosemite Valley and improve the visitor experience, Yosemite National Park has provided funding to operate the service from May through September each year. Daily round trips are provided from Tuolumne, to Sonora, through Jamestown and Groveland, with the final destination in Yosemite Valley. Additional routes are added to the peak of the summer season to accommodate the increase in ridership. The peak season runs from mid-June to mid-August.

Tuolumne County Transit is not directly involved in delivering this service. However, since staff has expertise in operating transit services, they have worked closely with those involved to create efficient and effective route plans, an appropriate pricing structure, a marketing plan, as well as developing and distributing marketing materials to promote the service.

Agency Contributions, Passes and Ticket Purchases

The Valley Mountain Regional Center (VMRC) is one of twenty-one State and Federally funded regional centers in California that serves developmentally disabled persons. VMRC covers San Joaquin, Stanislaus, Amador, Calaveras and Tuolumne Counties. VMRC coordinates day programs, transportation, medical assessments and, basically, monitors and tries to ensure that the special needs of their clients are met. VMRC purchases monthly passes and tickets from Tuolumne County

Transit for their clients to use public transit services. Although VMRC has their own transportation program, over 100 of their clients utilize Tuolumne County Transit fixed route and/or dial-a-ride services for their transportation needs.

In addition to VMRC, other agencies from time to time, such as the Amador Tuolumne Community Action Agency (ATCAA), Area 12 Agency on Aging, Community Compass, Department of Social Services, Kingsview, Mother Lode Job Training and Sierra Senior Providers purchase tickets and/or passes from Tuolumne County Transit for their program participants to utilize Transit.

RFP PROCESS

RFP Schedule, Award Process

1. Request for Proposals Issued.....September 15, 2016
2. Last Day for Written Questions on RFPOctober 5, 2016
3. Responses to Questions Posted on website.....October 12, 2016 (tentative)
4. Proposals Due2:00 p.m. October 26, 2016
5. Complete interviews with finalists (optional)November 9, 2016 (tentative)
6. Selection process concludedNovember 14, 2016 (tentative)
7. Agreement negotiations concludedNovember 28, 2016 (tentative)
8. Letters sent to proposers not selected.....November 29, 2016 (tentative)
9. Recommendation to Award Agreement (advisory committees)December 7, 2016 (tentative)
10. Agreement executed and Notice to Proceed issuedDecember 14, 2016 (tentative)

Project Schedule

1. Consultant begins gathering necessary data.....December 15, 2016 (tentative)
2. Progress report meeting with TCTC staffJanuary 11, 2017 (tentative)
3. Submit Administrative Draft Audits.....February 22, 2017 (tentative)
4. Submit Draft Final Audits.....March 22, 2017 (tentative)
5. Present Draft Final Audits to TCTCApril 12, 2017 (tentative)
6. Submit Final AuditsApril 25, 2017 (tentative)
7. Present Final Audits to TCTC.....May 10, 2017 (tentative)

Communications

As it is the TCTC's intent to provide the same information to all proposers, questions will not be answered individually by telephone or email. Any oral responses to questions are not binding on the TCTC. The TCTC will post the questions received, along with written responses, to the Tuolumne County Transportation Council website, www.tuolumnecountytransportationcouncil.org. **It is the responsibility of the proposers to check the TCTC website to review the questions and responses.** Except for questions that might render the award of the Performance Audits Agreement invalid, the TCTC will not respond to any questions submitted after October 5, 2016. Any communications related to this RFP should be directed in writing to:

Darin Grossi, Executive Director, or
Diane Bynum, Senior Administrative Analyst
Tuolumne County Transportation Council
Mailing: 2 South Green Street, Sonora, CA, 95370
Physical: 48 West Yaney Avenue (3rd floor), Sonora, CA
Email: dbynum@co.tuolumne.ca.us

Addenda

Any changes to the Request for Proposals documents will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Request for Proposals document, and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on the TCTC website. It is the responsibility of the proposers to check the TCTC website for any addenda. Proposers must certify receipt of the addenda on the appropriate form (see ADDENDA ACKNOWLEDGMENT, pg. 20), which must be submitted with their proposal.

Proposal Submission & Deadline

All proposals and accompanying materials shall become the property of the Tuolumne County Transportation Council upon submittal.

Proposers must submit one (1) unbound original and five (5) copies of their technical and cost proposal. The technical and cost proposal shall be sealed in an envelope, marked "Technical and Cost Proposal for Performance Audits of the Tuolumne County Transportation Council and Tuolumne County Transit." The envelope must also be marked clearly with the proposer's name, address and telephone number, and with a proposer contact person's name, phone number and email address.

Proposals should be addressed to Tuolumne County Transportation Council, Senior Administrative Analyst, at the address identified under the "Communications" section of this RFP, if delivered by mail or courier, and must be received and date stamped no later than 2:00 p.m. on Wednesday, October 26, 2016. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. The TCTC time confirmation shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals. No faxed or emailed proposals will be accepted. The TCTC has no authority to accept proposals submitted after the above date and time, and will return unopened proposals that are received late.

After the time and date for receipt of proposals, each proposal will be evaluated as described below. Until the award of the Performance Audits Agreement is on the agenda of the TCTC Board, the proposals shall be held in strict confidence and shall not be available for public review.

Form of Agreement

A draft copy of the Performance Audits Agreement to be executed between the parties follows as Attachment A of this RFP. It is imperative that the prospective proposers familiarize themselves with each of the provisions contained in the Agreement form prior to preparing and submitting a proposal. **If substantive revisions to the Agreement will be proposed by the consultant if selected, these items/issues should be clearly specified in the proposal.**

Evaluation Criteria

The Selection Committee, appointed by the TCTC Executive Director, shall review and rate each firm's proposal and identify the rank of proposals in a selection order based upon the following criteria:

1. Understanding of the purpose and requirement of the audit as evidenced in the written and/or oral proposal. (20 points possible)
2. Approach to be following and the tasks to be performed, including detailed steps and resources required, and proposed project schedule. (20 points possible)
3. Relative allocation of resources, in terms of quality and quantity, to key tasks, including the time and skills of personnel assigned to the task and the consultant's approach to managing resources and project output. (20 points possible)
4. Specialized experience, qualifications and technical competence as related to the services required. (20 points possible)
5. Candidate's lump sum cost proposal and personnel hours allocated to each task. (20 points possible)

The TCTC reserves the right to award the Performance Audits Agreement to the proposer whose experience and proposal best satisfies the TCTC's needs rather than the proposer with the lowest cost proposal. Additional criteria other than the above may be considered as necessary in the selection process. The award of the Performance Audits Agreement will be subject to the availability of funds. The TCTC reserves the right to reject any or all proposals and to waive any irregularities in the bidding.

Consultant Selection

The Selection Committee shall review each proposal as described above and, if necessary, will conduct an interview with the consultant's management and key personnel. Should the TCTC desire

to conduct oral interviews, those proposers to be invited shall be tentatively scheduled for an interview on November 8th or 9th, 2016.

An interview and/or negotiations may or may not be conducted with the proposer. The proposer should take care to complete the proposal documents in a thorough and detailed manner.

Upon completion of the rating of the consultant firms, the Executive Director may negotiate a draft agreement with the top-ranked consultant. A draft agreement to be executed by the parties is included as Attachment A to this Request for Proposals document. The goal of negotiation is to agree on a final agreement that will deliver the services and products required at a fair and reasonable cost to the TCTC.

If a draft agreement cannot be reached with the top ranked candidate, the negotiations will be terminated. Negotiations then may be opened with the second choice and the process repeated. When negotiations are terminated with the consultant, negotiations will not be reopened with them during this process. If an agreement cannot be reached with any of the consultants recommended by the Selection Committee, the Selection Committee will be asked to make additional recommendations.

The TCTC hereby notifies all proposers that it will affirmatively ensure that in regard to any agreement entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that proposers will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability in consideration for award. In addition, the TCTC requires that any consultant hired by the TCTC to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability.

The TCTC retains the right to withdraw this Request for Proposals at any time, without prior notice, to reject any or all proposals submitted, and/or to waive any irregularities or informalities in the proposal or in the proposal procedure.

INSTRUCTIONS TO PROPOSERS

Each proposal should be limited to specific discussions 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 within their stated budget. Proposers are encouraged to utilize local vendors. Where possible, incorporate into your proposal how this will be achieved (Item 6 below).

The organization of proposals should follow the general outline below. Each proposal should consist of a Technical Proposal (Items 1-7 below) and a Cost Proposal (Item 8 below).

1. Transmittal Letter

The transmittal letter should include the name, title, mailing address, email address, phone number and original signature of an individual with authority to negotiate on behalf of and to

contractually bind the proposer, and who may be contacted during the period of proposal evaluation. Documentation supporting the individual's authority must be included with the proposal. Only one transmittal letter need be prepared to accompany all copies of the Technical and Cost Proposals.

2. Table of Contents

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

3. Introduction

In this section, the Proposer should demonstrate an adequate understanding of the roles and relationships of the TCTC, TCTA, the Transit Contractor and the local conditions within the Tuolumne County area.

4. Audit Plan and Technical Approach

The audit plan should include:

- a. A description of the overall audit program being submitted, including an explanation of the basic purpose and general focus of the audits.
- b. An explanation of the consultant's intended role as auditor, as related to the role of the TCTC and the operator, including the division of work between the TCTC staff and the consultant.
- c. A thorough explanation of the consultant's proposed course of action. References should be made to RFP requirements and the consultant's plans for meeting those requirements. If the consultant proposes major changes in the RFP approach, those changes should be clearly specified. The consultant should specify techniques, especially data elements to be sampled, staff to be interviewed, documents to be reviewed, etc.
- d. An itemized description of the proposed project schedule and the end products to be produced.

5. Project Management

The Proposer must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet the TCTC's requirements.

6. Consultant and Subconsultant 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 must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in man-hours, which will be contributed by each professional, during each phase or task making up the project. If a subconsultant will be used, the proposer must include a letter from the subconsultant committing to perform at least the

work shown for subconsultant professionals in the above-described matrix. If local firms/vendors will be used they should be clearly identified.

7. Consultant Qualifications and References

The proposal must describe the nature and outcome of projects previously conducted by the consultant which are related to the work described within this RFP. Descriptions should include a client contact name, address, phone number, a description of the type of work performed, term of the agreement, approximate date on which the work was completed and professional staff who performed the work. If a subconsultant is proposed, two or three similar qualifications and references should be provided for the subconsultant. Up to two samples of the consultant's reports on closely related projects should also be included, if available.

8. Cost Proposal

In addition to a Technical Proposal, the prospective consultant shall prepare a detailed Cost Proposal for the work to be performed. The Cost Proposal shall itemize all items that will be charged to the TCTC, including travel charges that will be involved in the project and included in the bid amount. Costs shall be segregated to show specific tasks within the scope of work, staff hours allocated to each task, rates, classifications, administrative overhead and a rate schedule for extra work. Cost Proposals shall be submitted in a separate sealed envelope.

If subconsultants are to be used, the prospective consultant must indicate any markup that the prospective consultant plans to take on subcontracts. The same breakdown of subcontract costs shall be provided as is required for consultant costs above.

Failure to provide detailed cost breakdowns will be cause for rejection of the proposal.

Performance Audit Project Requirements

The following are brief lists of the items to be addressed in the Performance Audits of the TCTC and Public Transit System. A more detailed description may be found for each item in the Scope of Work, attached hereto as Exhibit B of the Draft Agreement (see Attachment A).

Performance Audit of the TCTC

1. Review of the TCTC's compliance with legal and regulatory requirements.
2. Reporting of follow up on prior performance audit recommendations.
3. A report on functions performed and required by the TCTC in the following areas:
 - a. Administration and management;
 - b. Transportation planning and regional coordination;
 - c. Claimant relationships and oversight;
 - d. Marketing and transportation alternatives;
 - e. Grant applications and management;
 - f. Analysis and evaluation in regard to the TCTC's established goals, policies, committees and organizational procedures;
 - g. Analysis and evaluation of staff functions, staffing levels and TCTC staff needs;
 - h. A discussion of future roles of the TCTC.

4. A summary of the major issues and concerns identified in the audit report and specific strategies and/or recommended solutions to address these issues and concerns should be addressed in the audit.
5. Prepare an Administrative Draft of the Performance Audit.
6. Prepare a Draft Final Performance Audit.
7. Prepare Final Performance Audit.

Performance Audit of the Public Transit System

1. Review the Transit System's compliance with the statutory and regulatory requirements.
2. Reporting of follow up on prior performance audit recommendations.
3. Examine major functions of the Transit Contractor in the following areas:
 - a. General management and organization;
 - b. Administration;
 - c. Systems/methods of monitoring system performance, including efficiency and accuracy;
 - d. Systems/methods of developing, calculating and reporting data, including efficiency and accuracy;
 - e. Service planning;
 - f. Dispatch and operations;
 - g. Scheduling;
 - h. Maintenance; and
 - i. Personnel management and training.
4. Summarize the major issues and concerns identified in the Audits along with specific strategies and/or recommended solutions to address these issues and concerns.
5. Prepare an Administrative Draft of the Performance Audit.
6. Prepare a Draft Final Performance Audit.
7. Prepare Final Performance Audit.

Required Deliverables

The successful consultant may be requested to attend monthly progress meetings and present a written report of the accomplishments to date. The reports shall also disclose any issues that may affect the progress of the work.

The consultant must provide five (5) copies of an Administrative Draft of each Performance Audit (TCTC and Public Transit System) to the Executive Director for staff level review and comment prior to the draft final report. The Administrative Draft Audits must address the performance audit project requirements outlined above and be delivered by the date identified on the Project Schedule in the Final Agreement.

The consultant must deliver one (1) unbound original and twenty (20) copies of each of the Draft Final Triennial Performance Audits and an electronic copy in Microsoft WORD format to the Executive Director for review and comment by the TCTC. The Draft Final Audits must address the comments received from TCTC staff on the Administrative Drafts and be delivered by the date identified on the Project Schedule in the Final Agreement. The consultant shall present the Draft Final Audits at a regularly scheduled TCTC meeting.

The consultant must deliver one (1) unbound original and twenty (20) copies of each of the Final Triennial Performance Audits and an electronic copy in Microsoft WORD format to the Executive Director by the date identified on the Project Schedule in the Final Agreement. Comments received by the consultant from the TCTC should be addressed in the Final Triennial Performance Audits. The consultant shall present the Final Audits at a regularly scheduled TCTC meeting.

As an independent, objective and comprehensive review of the economy, efficiency and effectiveness of the TCTC and Transit System, the reports will be utilized as supporting documents of future Overall Work Programs of the TCTC and the Damages and Incentives Program of the Public Transit System. The Performance Audits may also serve as supporting documents to possible amendments to the TCTC's Organization and Procedures Manual and the Tuolumne County Transit Management and Operations Agreement.

The consultant shall make themselves available for consultation subsequent to the submission of the final reports at the request of the TCTC on an "as requested" basis. These post final report services shall be paid for as extra work, but the consultant must acknowledge in their proposal that they are available for this service if so required. In addition, consultant must include a rate schedule for extra work in their proposal (see above, "Contents of Proposals", Item 8).

Fee and Method of Payment

The TCTC is requesting a payment schedule based upon work tasks for all services requested be negotiated after final ranking of the proposals. Progress payments will be made no more frequently than at monthly intervals by the Executive Director and will be based upon the work completed by task at the close of the billing period. Progress payments will be limited to 90% of the budget for the tasks completed. The 10% retention will be released upon completion, presentation and approval by the TCTC of the final reports. Payment for work completed can be expected within thirty (30) days of invoice receipt and verification of work performed.

Agreement to Conduct Performance Audits

This request for proposals does not obligate Tuolumne County Transportation Council to award an agreement to conduct performance audits, nor does it commit the TCTC to pay for any costs associated with the preparation and submittal of a proposal. The Scope of Work is subject to modification as work progresses on each element.

Insurance Requirements

The successful consultant will be required to maintain, throughout the term of the Performance Audits Agreement, insurance of the type and amount indicated in Exhibit A of the Draft Agreement (Attachment A).

Policy

The consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended from time to time, the Americans with Disabilities Act, 49 CFR Part 40 through Appendix H.

Protest/Appeals Process

The following procedure is provided in the event that a potential proposer wishes to protest the RFP process or appeal the recommendation to award an agreement to conduct Triennial Performance Audits once the recommendation to award an agreement is posted on the TCTC website. The recommendation to award an agreement will be included in the agendas of the TCTC's advisory committees, the Technical Advisory Committee and Citizens Advisory Committee.

- Any protest/appeal must be submitted in writing to the Tuolumne County Transportation Council, 2 South Green Street, Sonora, CA, 95370, Attention: Executive Director; and
- The protest/appeal must be received by the Executive Director not more than five (5) calendar days following the posting of the recommendation to award an agreement on the TCTC website; and
- The written protest/appeal must set forth, in detail, all grounds for the protest/appeal, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest/appeal; any matters not set forth in the written protest/appeal shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
- The protest/appeal must include the name, address, telephone number and email address of the person legally authorized to represent the protesting/appealing party; and
- The procedure and time limits are mandatory and are the potential proposer's sole and exclusive remedy in the event of a protest/appeal.

The potential proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest/appeal, including filing a Government Code claim or legal proceeding.

Upon receipt of written protest/appeal, the TCTC Executive Director will review and provide an opportunity to settle the protest/appeal by mutual agreement. The Executive Director will schedule a meeting to discuss or issue a written response to advise of a protest/appeal decision within five (5) business days of the receipt of the written protest/appeal. The TCTC Executive Director will render the final determination on protests/appeals. The Executive Director's final determination may be appealed to the TCTC Board. Action by the TCTC Board relative to a protest/appeal shall be final and not subject to appeal or reconsideration by the TCTC Board, Executive Director or any employee of the TCTC.

S:_TCTC_A-010150 Audits - Triennial Performance\2013-14 thru 2015-16 Audits\2016.09.06, RFP for Performance Audits FYs 2013-14 thru 2015-16, Final.docx

ADDENDA ACKNOWLEDGMENT

(To be submitted with proposal packet)

Receipt of the following addenda is hereby acknowledged:

Addendum No. _____ Proposer's Initials _____

Addendum No. _____ Proposer's Initials _____

Addendum No. _____ Proposer's Initials _____

Addendum No. _____ Proposer's Initials _____

Draft Agreement for Professional Services
Triennial Performance Audits
(Fiscal Years 2013/14 through 2015/16)

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2016 by and between the Tuolumne County Transportation Council (“TCTC”), a California joint powers authority, and _____, a *California based company or a (identify state) based (company or corporation) licensed to do business in the State of California*, (“Consultant”).

1. Agreement Documents

- 1.01** The total agreement between the parties consists of this Agreement and the following additional documents, copies of which are attached hereto and incorporated herein by this reference:
- A. TCTC’s Request for Proposals, dated September 15, 2016, including Addenda, if any.
 - B. Standard Insurance Requirements, attached hereto as Exhibit A.
 - C. Scope of Work, attached hereto as Exhibit B.
 - D. Consultant’s Proposal, Rate Schedule and Project Schedule, as accepted by the TCTC, attached hereto as Exhibit C.

In the event of a conflict or ambiguity arising between such documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time. Notwithstanding the above, in the event of a conflict or ambiguity between the Consultant’s Proposal and any other Agreement Document, the other Agreement Document will control.

2. Recitals

- 2.01** The TCTC desires to enter into an agreement to conduct Triennial Performance Audits of the TCTC and Public Transit System; and,
- 2.02** The TCTC has determined the Triennial Performance Audits involve the performance of professional services; and,
- 2.03** Consultant has responded to the TCTC’s Request for Proposals soliciting proposals to conduct Triennial Performance Audits of the TCTC and Public Transit System, hereinafter referred to as the “Project;” and,
- 2.04** Consultant hereby represents that it is in the business of, and fully qualified in, the field of conducting performance audits for transportation planning agencies and public transit systems and is fully willing and able to perform the work described in the Scope of Work, Exhibit B, of this Agreement, and with the level of service and quality of work specified herein. The TCTC

awarded this Agreement in reliance on such representations, and on Consultant's particular skills, experience and abilities as represented by Consultant in its Proposal; and,

- 2.05** The TCTC and Consultant intend to enter into an agreement for the furnishing of certain articles and services for the consideration hereinafter set forth.

The TCTC and Consultant, for the consideration hereinafter described, mutually agree as follows:

- 3. Scope of Work:** Consultant agrees to complete the Project pursuant to the Scope of Work of this Agreement, attached hereto as Exhibit B, and the Agreement Documents. The TCTC agrees to compensate Consultant as specified herein below and accordance with the Request for Proposals, the Proposal and all such other documents referred to herein and made a part of hereof by specific reference.
- 4. Effective Date/Term:** This Agreement shall be effective from the date of execution. The term of the Agreement shall extend from the date TCTC issues a notice to proceed and shall continue until completion of the tasks as identified within the Scope of Work (Exhibit B). Consultant shall not commence work prior to the date a written Notice to Proceed is issued by the TCTC.
- 5. Commencement/Completion of Work:** The Consultant agrees to commence work upon execution of this Agreement and receipt of a written notice to proceed from the TCTC Executive Director and perform and complete the project in compliance with the Scope of Work, Exhibit B, and Project Schedule in Exhibit C.
- 6. Suspension, Delay or Interruption of Work:** The TCTC may suspend, delay or interrupt the services of the Consultant for the convenience of the TCTC. In the event of force majeure or such suspension, delay or interruption, an equitable adjustment in the Project's schedule, commitment and cost of Consultant's personnel and subconsultant, and Consultant's compensation will be made.
- 7. Additional Services:** For additional services not outlined in Section 3 above, a separate Scope of Work describing the scope, schedule, fee and work products will be negotiated by the TCTC and the Consultant and approved as written amendments to this Agreement prior to any additional work effort being commenced upon.
- 8. Professional Standards:** Consultant warrants and guarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subconsultant are engaged.
- 9. Performance:** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Consultant's obligations under this Agreement. Performance of services shall comply with the schedule set forth in the Agreement Documents. A time extension may be granted in the event that acts or omissions by the TCTC cause delay. Neither party shall be considered in default of this Agreement to the extent

performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

- 10. Work Standard:** The TCTC has relied upon the professional training and ability of the Consultant to perform the services hereunder as a material inducement to enter into this Agreement. The Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by the Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in the Consultant's field of expertise. The Consultant shall be responsible for ensuring any approved subconsultant adheres to this same work standard.
- 11. Personnel:** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall provide all staff necessary to completion of services under this Agreement. The Consultant's Project Team identified in their Proposal shall be the Project Team for the duration of the project unless TCTC agrees to accept replacement personnel. In the event that the TCTC, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement because of their incompetence, Consultant shall remove any such person(s) immediately upon receiving notice from the TCTC of the desire of the TCTC for the removal of such person(s).
- 12. Independent Contractor:** In providing the services as set forth in the Agreement Documents, Consultant shall act as an independent contractor and not as an employee of the TCTC. In accordance with that relationship, Consultant shall assume all responsibility for its employees for Federal and State income tax withholding, FICA, SDI and any other deductions from income that Consultant is properly required to make as an independent contractor.
- 13. Administration of Agreement:** Consultant's compliance with this Agreement shall be supervised and administered by the TCTC through the office of the Executive Director. This paragraph shall not relieve Consultant of any obligation or liability undertaken by virtue of this Agreement.
- 14. Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class United States mail. Any such notice, demand, request, consent, approval or communication shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of depositing in the United States mail box if mailed as provided in this section.

If to TCTC:

Tuolumne County Transportation Council
Darin Grossi, Executive Director
2 South Green Street
Sonora, CA 95370
dgrossi@co.tuolumne.ca.us

If to Consultant:

(insert Consultant information)

15. Consents and Agreements: Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with the books of this Agreement.

16. Signature Authority

16.01 The Executive Director or his designee shall have authority on behalf of the TCTC to sign Agreement amendments and other documents related to this Agreement.

16.02 Consultant certifies that the following person(s) has (have) authority to sign Agreement amendments and other documents related to this Agreement on behalf of Consultant. Written certification of the signatory authority of the following persons shall be provided by the Consultant to the TCTC prior to execution of this Agreement.

Name

Title

17. Insurance Requirements: Consultant and/or any subconsultant shall provide a Certificate of Insurance as proof of a policy of insurance satisfactory to the TCTC evidencing that Consultant and/or subconsultant maintains insurance that meets the requirements included in Exhibit A, "Standard Insurance Requirements," of this Agreement.

18. Workers Compensation

18.01 Consultant shall comply with the provisions of the Workers' Compensation and Insurance Law of the State of California.

18.02 The TCTC shall not be responsible for providing Workers' Compensation insurance or any other protective insurance coverage for the Consultant that is based upon the relationship of employer and employee.

19. Compensation

19.01 Consultant will be reimbursed for actual costs incurred by Consultant in the performance of work directly related to this Agreement pursuant to the Scope of Work (Exhibit B) and Rate Schedule (Exhibit C). Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for through an amendment to this Agreement. In the event that the TCTC determines that a change to the work from that specified in this Agreement is required, the Agreement term or allowable reimbursable costs shall be adjusted through an amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Article 19.02 shall not be exceeded unless authorized through an amendment to this Agreement.

- 19.02** Progress payments will be made monthly in arrears based upon the work completed by task at the close of the billing period and allowable incurred costs. The total cost upon project completion is not to exceed \$_____. Consultant will include with each progress payment request a monthly written progress report for work completed, as described in Article 20, Reporting Requirements, of this Agreement. Progress payment requests shall be based on the amount of work completed per task in accordance with Exhibit B, Scope of Work, and shall be billed in accordance with the Rate Schedule included in Exhibit C. Progress payment requests and monthly progress reports shall be reviewed and approved by the TCTC Executive Director prior to processing payments. Progress payments will be limited to 90% of the budget for the tasks completed. The 10% retention will be released upon completion, presentation and approval of the final Project.
- 19.03** Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the TCTC Executive Director of itemized invoices. Payment of invoices can usually be expected within 30 calendar days of receipt and approval. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. The final invoice should include a summary of the total expenditures, final amount due, and final report on the work completed pursuant to this Agreement. Payment of the final invoice will be processed once the Project has been formally approved by the TCTC.
- 19.04** No payment will be made prior to approval of any work, nor for any work performed prior to execution of this Agreement and a Notice to Proceed issued by the TCTC.
- 19.05** If Consultant fails to submit the required deliverables according to the approved schedule and Scope of Work, TCTC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 38, Termination.
- 20. Reporting Requirements:** The Consultant will submit to the TCTC written progress reports at least once a month. The report should be sufficiently detailed for the Executive Director to clearly determine the status of the work schedule and outputs, the percentage of work completed by task and any other relevant factors to completion of the Project in a timely manner. The report should also sufficiently address any potential or existing difficulties or special problems encountered so that remedies can be developed as soon as possible. Consultant shall meet with the Executive Director, as needed, to discuss progress on the Project.
- 21. Maintenance of Records/Audit Rights:** Consultant shall maintain books, records, documents and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. Consultant shall also maintain for a period of at least three (3) years from the expiration date of this Agreement the financial information and data used by Consultant to determine charges and costs related to work performed under this Agreement. The TCTC, and any Federal or State authorized representatives, shall have the right to inspect and audit Consultant's accounting books, records and documents during normal business hours. Such records shall be turned over to the TCTC upon request.

- 22. Work Product Property of the TCTC:** All plans, specifications, reports, computer files and other work products prepared by Consultant pursuant to this Agreement shall become the property of the TCTC. The TCTC's use of documents produced under this Agreement and/or supporting information or calculations other than as intended hereunder shall be at the TCTC's sole risk.
- 23. Release of Documents and Information:** Services provided within the scope of this Agreement are for the exclusive use of the TCTC. The TCTC and Consultant agree that all data, plans, specifications, reports, computer files and other work products will not be released to third parties by Consultant without the prior written consent of the TCTC.
- 24. Covenant Against Contingent Fees:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subconsultant working for the Consultant, as provided for in the Consultant's Proposal (as accepted by TCTC), 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, a fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon, resulting from the award or making this Agreement. For breach or violation of this warranty, the TCTC shall have the right to annul this Agreement without liability, or, in 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.
- 25. Covenant Against Gratuities:** Consultant covenants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any member, officer or employee of the TCTC with a view toward securing favorable treatment in the award, modification or performance evaluation of this Agreement. For breach or violation of this covenant, the TCTC shall have the right to cancel this Agreement without any liability to Consultant.
- 26. Restrictions on Lobbying:** Consultant shall not pay any person or organization to influence or attempt to influence an officer or employee of any federal, state or local agency in connection with awarding this Agreement or any other federal award from which funding for this Project is originally derived, consistent with 31 U.S.C. section 1352.
- 27. Transfer of Agreement:** This Agreement is made in reliance by TCTC upon the qualifications and responsibility of Consultant. The performance by Consultant of this Agreement may not be assigned, sublet, transferred or in any way subcontracted, except upon the prior written approval of the TCTC.
- 28. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under subcontract, including procurement of material or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement relative to civil rights requirements. Consultant shall provide the TCTC documentation of such notifications.

Consultant agrees to refrain from awarding any third party subcontract without prior written approval by TCTC. Payment for such services shall be the responsibility of the Consultant.

29. Third Party Obligations: Consultant shall be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement. Consultant shall pay directly such parties for all amounts due under said arrangement. Consultant shall indemnify, defend and hold the TCTC harmless from any and all claims and liabilities arising from any third party contracts. Consultant shall exert its best efforts to prevent any loss to the TCTC from the failure of proper performance of any third party.

30. Conflicts of Interest: Consultant shall not enter into any Agreement, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer or employee of Consultant or the TCTC, during the Project term and for one year thereafter, has any direct or indirect interest. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of the Project term any such interest, and if such interest is immediately disclosed to Consultant and such disclosure is entered upon the minutes of Consultant's written report to the TCTC of such interest, Consultant, with the prior written approval of the TCTC, may waive the prohibition contained in this subsection; provided that any such present member, officer or employee shall not participate in any action by Consultant or the TCTC relating to such Agreement, subcontract or arrangement.

31. Debarment and Suspension Certification

31.01 Consultant certifies under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TCTC.

31.02 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.

31.03 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration (FHWA).

32. Civil Rights Requirements

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (collectively, "Consultant") agree as follows:

- A. Compliance with Regulations:** The Consultant shall comply with regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement term shall not discriminate on the grounds of race, color, sex, national origin, religion, age or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation by the Consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor, subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color or national origin. Consultant shall provide the TCTC documentation of such notifications.
- D. Information and Reports:** The Consultant shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined the TCTC, State or Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the TCTC, State or FHWA, as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the TCTC and/or State shall impose such Agreement sanctions as they or the FHWA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments due to Consultant under this Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - 2) Cancellation, termination or suspension of this Agreement, in whole or in part.
- F. Incorporation of Provisions:** Consultant shall include the provisions of these paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the TCTC, State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided,

however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request the TCTC and/or State enter into such litigation to protect the interest of the TCTC and/or State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

33. Health, Safety, Fire and Environmental Protection

The Consultant and any subconsultant or agent shall comply with Federal, State and local requirements pertaining to safety, health, fire and environmental protection.

The Consultant shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. Consultant shall further comply with all other applicable safety laws, ordinances and regulations.

In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.

34. Federal, State and Local Laws: Consultant warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Agreement.

35. Governing Law: The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

36. Indemnification

To the extent permitted by law, Consultant does hereby assume liability for, and agrees to indemnify, defend, save, protect and hold harmless the TCTC, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCTC") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Consultant, its officers, employees, agents, subconsultants, consultants, or any person under its direction or control and will make good to and reimburse TCTC for any expenditures, including reasonable attorney's fees, the TCTC may make by reason of such matters and, if requested by TCTC, will defend any such suits at the sole cost and expense of Consultant. Consultant's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the TCTC or any other person; provided, however, that Consultant shall not be required to indemnify TCTC for the proportion of Liability a court determines is attributable to the active negligence or willful misconduct of the TCTC.

If such indemnification becomes necessary, the legal counsel for the TCTC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTC. This indemnification clause shall survive the termination or expiration of this Agreement.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

37. Sanctions for Noncompliance

In the event of the Consultant's noncompliance with the provisions of this Agreement, the TCTC shall impose such Agreement sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments due to the Consultant under this Agreement until the Consultant complies to the TCTC's satisfaction, and/or
- B. Cancellation, termination or suspension of this Agreement, in whole or in part.

38. Termination of Agreement

38.01 Acts Constituting Termination: This Agreement shall commence on the date of execution and shall continue until the earlier of expiration or:

- A. Completion of the Project pursuant to Scope of Work, Exhibit B, as approved by TCTC;
- B. Voluntary or involuntary transfer or assignment by either party hereto without the prior written consent of the other party of any of the rights, titles or obligations set forth in this Agreement;
- C. Mutual agreement of the parties hereto to terminate this Agreement;
- D. Any default or breach, as specified in Section 39 of this Agreement, by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such later time as is reasonably necessary if the default cannot be reasonably cured within such thirty (30) day period;
- E. Termination as provided in this Article.

38.02 TCTC may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to Consultant.

38.03 Consultant shall be paid for all work performed through the date of termination at the rates set forth in the Rate Schedule in Exhibit C, and subject to the proportion of work completed and approved by the Executive Director.

Upon termination of this Agreement, all affairs undertaken or conducted pursuant to this Agreement shall be wound up and debts paid.

39. Breach

If Consultant materially breaches the terms of this Agreement, the TCTC shall have the following remedies:

- A. Immediately terminate the Agreement with Consultant;
- B. Complete the unfinished work under this Agreement with a different consultant;
- C. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to this Agreement and the amount that would otherwise be due Consultant, had Consultant completed the work; and/or
- D. Allow the Consultant five (5) business days to diligently complete the correction.

40. Waiver: A waiver by the TCTC of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of the TCTC to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

41. Disputes: It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. The prevailing party shall be entitled to its costs, including reasonable attorneys' fees, in any legal action to enforce the terms of this Agreement.

42. Amendments: This Agreement may be amended or modified in any way by an instrument in writing, stating the amendment or modifications, signed by the parties hereto.

43. Survivorship: Any responsibility of Consultant for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

44. Severability: If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

45. Successors and Assigns: This Agreement is binding upon the TCTC and the Consultant and their successors. Except as otherwise provided herein, neither the TCTC nor the Consultant shall assign,

sublet or transfer its respective interest in this Agreement or any part thereof without the prior written consent of the other.

- 46. Succession:** This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.
- 47. Third Party Beneficiary:** Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.
- 48. Ambiguities:** The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have had the opportunity to engage counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.
- 49. Integration:** The Agreement Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.
- 50. Relationship Between the Parties:** Nothing in these Agreement Documents is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture or agency relationship between the TCTC and Consultant.
- 51. Modification:** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.
- 52. Headings and Subtitles:** Headings and subtitles to the Articles of this Agreement have been used for convenience only and do not constitute matter to be considered as interpreting this Agreement.
- 53. Sole and Only Agreement:** This instrument contains the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each party to the other as of this date. Any prior agreements, policies, negotiations and/or representations are expressly set forth in this Agreement.

54. Acceptance of Agreement: The undersigned, having read the foregoing, accept and agree to the terms set forth therein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the administrators for the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto.

In witness hereof, the parties have caused their authorized representatives to execute this Agreement as of the date first written above.

For the Consultant:

Legal Name of Firm

Signature

Street Address

Name (typed)

City, State, Zip Code

Title

For the TCTC:

Tuolumne County Transportation Council

Approval Recommended:

Chair of the TCTC

Executive Director

Date: _____

Approved as to Legal Form:

TCTC Legal Counsel

By: _____

Date: _____

Exhibit A

Standard Insurance Requirements

Consultant at its own expense, shall procure, and maintain for the duration of the Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than A:VII:

- A. Workers' Compensation Coverage - Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subconsultant to obtain such insurance for its employees).
- B. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
- C. Automobile Liability Coverage - Automobile liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage, and including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Coverage - Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of two million dollars (\$2,000,000).
- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
 - 1) The TCTC, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("TCTC additional insureds").
 - 2) This policy shall be considered, and include a provision it is, primary as respects the TCTC additional insureds, and shall not include any special limitations to coverage provided to the TCTC additional insureds. Any insurance maintained by the TCTC, including any self-insured retention the TCTC may have, shall be considered excess insurance only and shall not contribute with it.

Exhibit A
Standard Insurance Requirements (continued)

- 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) The insurer waives all rights of subrogation against the TCTC additional insureds.
 - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTC additional insureds.
 - 6) The insurance policy and endorsements shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' written notice has been given to the Executive Director by registered mail, return receipt requested, at 2 South Green Street, Sonora, CA, 95370.
- F. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Executive Director. At the TCTC's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- G. Evidence of Insurance: Consultant shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Executive Director. Required evidence of insurance shall be filed with the Executive Director on or before commencement of performance of this Agreement. Current evidence of insurance shall be kept on file with the Executive Director at all times during the term of this Agreement.
- H. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Executive Director, a new policy or endorsement shall be promptly obtained and evidence submitted to the Executive Director for approval.
- I. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

Exhibit B
Scope of Work

Performance Audits of the Tuolumne County Transportation Council (TCTC) and Tuolumne County Public Transit System (Tuolumne County Transit) will be conducted in accordance with relevant sections of the Transportation Development Act, the “Performance Audit Guidebook for Transit Operators and Regional Transportation Entities” issued by the California Department of Transportation and the following Scope of Work.

Task 1: Hold Introductory/Progress Meetings

The smooth progress and development of the Performance Audits and their value to the Tuolumne County Transportation Council depends upon planning and agreement regarding the performance audit process. The purpose of this task is for the TCTC and the Consultant to agree upon the audit plan scope, schedule and other details of the audits. The Consultant will also request basic documents at the entrance conference to ensure that the Consultant is thoroughly familiar with recent TCTC and Public Transit events. Specific subtasks include:

- 1.1. Finalize the work plan for the performance audits.
- 1.2. Conduct an entrance conference with the TCTC management to:
 - Introduce the audit team.
 - Refine the scope, approach and methodologies to be used in the audit.
 - Agree on responsibilities of the Consultant and the TCTC.
 - Establish coordinating procedures between the Consultant and the TCTC.
- 1.3. Hold monthly progress meetings with TCTC staff.

Task 2: Performance Audit of the Tuolumne County Transportation Council

The purpose of this audit is to provide the TCTC an independent, objective and comprehensive review of the economy, efficiency and effectiveness of their functions as the Regional Transportation Planning Agency for Tuolumne County. The following items should be addressed in the performance audit of the TCTC.

2.1. Determine Compliance with Legal and Regulatory Requirements

The Consultant will be required to review and determine the TCTC’s compliance with the Transportation Development Act (TDA) and related sections of the California Administrative Code. The specific Code Sections for which compliance is to be verified are those specified within the “Performance Audit Guidebook for Transit Operators and Transportation Planning Entities.” Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

2.2. Follow-Up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for the TCTC, and assess the TCTC’s implementation of audit recommendations. The auditor will need to make determinations as to whether recommendations which have not been implemented are (a) no longer applicable, (b)

infeasible or (c) should still be implemented. If a prior audit recommendation has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations which have been implemented or are being implemented. For these recommendations, the Consultant should assess the benefits provided, or likely to be provided, by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

2.3. Review TCTC Functions

The Consultant will review each TCTC TDA-related function, consistent with the “Performance Audit Guidebook for Transit Operators and Transportation Planning Entities.” The functional review is expected to include interviews with the TCTC’s management, staff and governing board. Supplemental interviews with other regional agencies and State or Federal agencies may be appropriate to gather more detailed information.

The audit should, at a minimum, address the following functional areas;

- Administration and management;
- Transportation planning and regional coordination;
- Claimant relationships and oversight;
- Marketing and transportation alternatives;
- Grant applications and management;
- Analysis and evaluation in regard to the TCTC’s established goals, policies, committees and organizational procedures;
- Evaluation of TCTC Strategic Plan - review recommendations and provide additional recommendations, as needed, for organizational growth;
- Analysis and evaluation of staff functions, staffing levels and TCTC staff needs;
- Discussion of future roles of the TCTC.

- 2.4.** A summary of the major issues and concerns identified in the audit report and specific strategies and/or recommended solutions to address these issues and concerns should be addressed in the audit.

Task 3: Performance Audit of the Public Transit System

The purpose of this audit is to provide the TCTC an independent, objective and comprehensive review of the economy, efficiency and effectiveness of the operations of Tuolumne County Transit, the Regional Public Transit System. The following items should be addressed in this performance audit of the Tuolumne County Transit System.

3.1. Determine Compliance with Statutory and Regulatory Requirements

The Consultant will be required to review and determine the system’s compliance with the TDA, Americans with Disabilities Act (ADA) and related sections of the California Code of Regulations. As a minimum, the Code Sections for which compliance is to be verified are those specified within the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities,” published by the California Department of Transportation. Should the Consultant identify

instances of non-compliance, a finding regarding the non-compliance should be made in the audit report. Recommendations to bring system into compliance should be included.

3.2. Follow-Up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for the Transit System, and assess the implementation of audit recommendations. The auditor will need to make determinations as to whether recommendations which have not been implemented are (a) no longer applicable, (b) infeasible, or (c) should still be implemented. If a prior audit recommendation has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations which have been, or are being, implemented. For these recommendations, the Consultant should assess the benefits provided, or likely to be provided, by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

3.3. Review major functions of Transit Operator

The Consultant will review each operator function, consistent with the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities.” The functional review is expected to include interviews with the operator’s management, staff and governing board, as well as with selected TCTC staff. The following methods may be used to perform the required functional review:

- Interview operator and TCTC concerning operator functions;
- Review documents, such as monthly management reports and the Transit Development Plan;
- Review and analyze TDA required performance indicators;
- Follow up on prior performance audits; and
- Review operator compliance with Transit Services Agreement.

Concerns of inefficient or ineffective performance should lead to further investigation, which may include the verification and calculation of additional performance indicators. The detailed investigation of functional concerns, problems and potential improvements should make up the basis of most findings in the audit report.

The audit should, at a minimum, address the following functional areas;

- General management and organization;
- Administration;
- Systems/methods of monitoring system performance, including efficiency and accuracy;
- Systems/methods of developing, calculating and reporting data, including efficiency and accuracy;
- Service planning;
- Dispatch and operations;
- Scheduling;
- Maintenance; and
- Personnel management and training.

- 3.4.** A summary of the major issues and concerns identified in the audit report and specific strategies and/or recommended solutions to address these issues and concerns should be addressed in the audit.

Task 4: Prepare Draft and Final Audit Reports

The Consultant will engage the TCTC in the review and finalization of the Audit Reports. The specific subtasks include:

- 4.1.** Confer with TCTC staff and present progress report(s).
- 4.2.** Prepare Administrative Draft Performance Audit Reports of the TCTC and of the Public Transit System that address the items included above in Tasks 2 and 3, at a minimum, and any additional items agreed upon at the Introductory/Progress meetings (Task 1).
- 4.3.** Confer with TCTC staff to present the results of the performance audits and provide additional explanation and clarification.
- 4.4.** Submit five (5) copies of each Administrative Draft Audit to the Executive Director for review and comment no later than the date identified in the Project Schedule.
- 4.5.** Prepare Draft Final Performance Audits that address comments received from TCTC staff.
- 4.6.** Submit Draft Final Audits to the Executive Director of the TCTC no later than the date identified in the Project Schedule.
- 4.7.** Present Draft Final Audits to the TCTC on the date identified in the Project Schedule.
- 4.8.** Prepare Final Audit Reports that address comments received from the TCTC.
- 4.9.** Submit twenty (20) copies of each Final Performance Audit to the Executive Director of the TCTC along with one (1) unbound original and one (1) electronic copy of each Audit that is of reproduction quality, in Microsoft WORD format, no later than the date identified in the Project Schedule.
- 4.10.** Present Final Performance Audits to the TCTC on the date identified in the Project Schedule.