



REQUEST FOR PROPOSALS (RFP) NO. 12-25-022-00

ON-CALL RAIL OPERATIONS SUPPORT SERVICES

KEY RFP DATES

Request for Proposals Issued	October 7, 2011
Pre-Proposal Conference	October 25, 2011
Request for Clarifications Due	November 1, 2011
Proposal Deadline	November 15, 2011
Interviews	*November 30, 2011
Award Date	*January 11, 2011
	*Tentative Date



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1.0 INTRODUCTION

1.1 Background

The Riverside County Transportation Commission (hereinafter referred to as “Commission” or “RCTC”) was created pursuant to California state law, and is responsible for: 1) coordinating state highway planning; 2) adopting regional Short Range Transit Plans; 3) coordinating transit services; 4) allocating Transportation Development Act funds; and 5) coordinating county highway and transit plans with regional and state agencies. The Commission is also the principal agency in Riverside County managing the Service Authority for Freeway Emergencies (SAFE), the Congestion Management Program, and the Measure A half-cent sales tax for transportation.

The Commission participates in the ongoing funding and governance of the Southern California Regional Rail Authority (SCRRA), known as Metrolink, and owns and operates all five (5) commuter rail stations serving Riverside County, with plans to add four (4) additional rail stations with the opening of the Metrolink Perris Valley Line.

1.2 Project Description

The Commission requires the professional services of one or more consultants to provide rail operations support services to address a variety of rail issues affecting the Riverside County Transportation Commission in Southern California.

The Commission seeks a competitive solution to meet the above described requirements, and is hereby issuing this Request for Proposals (RFP) No. 12-25-022-00 to solicit proposal(s) from qualified consultant(s). For a complete project description and scope of services see the attached Statement of Work, Appendix ‘A’.

1.3 Multiple Award of Task Order Agreements

In order to establish a bench of qualified consultants, the Commission intends to award contracts to up to three (3) qualified firms. The successful proposer(s) may be awarded a contract to provide as-needed services with specific performance and schedule details to be contained in individual Task Orders issued by the Commission. Individual Task Orders will be issued to consultants by the Commission’s designated project manager on a qualifications and/or rotational basis.

2.0 GENERAL INFORMATION

2.1 Definitions

- 2.1.1 Proposer: Party or parties submitting a proposal in response to the subject Request for Proposals, hereinafter also referred to as “Offeror,” “Contractor” or “Consultant.”

3.0 INSTRUCTIONS TO OFFERORS

3.1 Pre-Contractual Expenses

The Commission shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Proposer(s) in preparing its proposal in response to this RFP, negotiating with the Commission any matter related to the proposal, or any other expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

3.2 Contract Type

The Commission intends to award a fixed unit rate contract based upon the fully burdened labor rates proposed by the consultant under the attached Proposal Pricing Form (Appendix G).

3.3 Period of Performance

The contract term or period of performance shall be for a three-year base period with two separate one-year options to extend the agreement for a total period of performance of up to five (5) years. The option terms may be exercised by the Commission, at its sole discretion, with prior written notice to the Contractor.

3.4 Informed Proposer

Offerors shall review the Sample Contract Form (*Appendix B*) for a complete understanding of all terms and conditions included therein. Proposers are expected to be fully aware of the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and proposer cannot secure relief on the plea of error.

3.5 Proposer Representations

By submitting a proposal, each proposer represents that it:

- 3.5.1 Has thoroughly examined and become familiar with the work described in the Statement of Work (*Appendix A*).
- 3.5.2 Understands the requirements of the Statement of Work, the nature and location of the work, and all other matters that can affect the work.
- 3.5.3 Will honor its proposal for 120 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the Commission.
- 3.5.4 Will comply with all requirements set forth in this RFP and in the ensuing contract, if awarded.
- 3.5.5 Has reviewed the attached Sample Contract Form (*Appendix B*) and, other than through the request for clarification process described below in paragraph 3.7, will not seek to alter or revise its terms and conditions.
- 3.5.6 Will, if selected to perform the work, comply with all terms and conditions set forth in the contract associated with this procurement (Sample Contract Form).

3.5.7 Will comply with:

- The Fair Employment and Housing Act, relating to non-discrimination, (California Government Code Sections 12900 *et seq.*).
- Statutory requirements relating to “Whistleblower” requirements (California Labor Code Sections 1101 *et seq.*).
- Statutory requirements relating to employment of undocumented aliens (California Public Contract Code, Section 6101).
- Statutory requirements related to “prevailing wage” requirements (California Labor Code, Sections 1720 *et seq.*).

3.6 Addenda

The Commission reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Such addenda will be posted on the Commission’s website. Since such posting of addenda on the Commission’s website is considered constructive notice of the document change, potential proposers are encouraged to check the Commission’s website routinely for relevant postings. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

3.7 Requests for Clarification

3.7.1 Submitting Requests

All requests for clarifications, changes, exceptions or deviations to the Statement of Work or terms and conditions set forth in this RFP must be submitted in writing via fax at (951) 787-7906, email at mwallace@rctc.org, or via regular mail to the Commission’s offices (Attn: Matt Wallace 4080 Lemon St., Third Floor, Riverside, CA 92501).

All such requests should reference the subject RFP number and title, and must be received by the Commission prior to 2:00 p.m. on Tuesday, November 1, 2011.

3.7.2 Commission Response

The Commission will respond to all written questions within a reasonable time. If a change to the RFP documents is required, a written addendum will be issued. Responses to written questions and addenda will be posted on the Commission’s website. Therefore, all potential proposers to this subject RFP are encouraged to check the Commission’s website frequently. The Commission will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

3.7.3 Exceptions or Clarifications to Sample Contract Form

Offerors shall familiarize themselves with the Sample Contract Form (*Appendix B*). The Commission intends to use the attached Sample Contract Form as the contract resulting from this RFP. Should the Offeror have concerns, questions, or recommended changes to the Sample Contract Form requirements, those concerns/recommended changes must be specified in detail and submitted in writing to the Commission as set forth in paragraph 3.7.1. The Commission will review Offeror's concerns/recommendations and may post on the Commission's website Offeror's request and any comments from the Commission regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Offeror. Changes to the Commission's Sample Contract form shall be made at the Commission's sole and absolute discretion.

3.8 Withdrawal of Proposal

The Consultant may withdraw its proposal before the opening of proposals by submitting a written request signed by an authorized representative of the firm and delivered to the Commission's Procurement Manager.

3.9 Commission Rights

The Commission may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the Commission to issue a contract to implement this procurement.

Furthermore, the Commission reserves the right to:

- 3.9.1 Accept or reject any and all proposals, or any item or part thereof, at its discretion.
- 3.9.2 Make an award for a portion of the Statement of Work.
- 3.9.3 Award contracts to one or more contractor(s).
- 3.9.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.
- 3.9.5 Issue a subsequent or concurrent RFP.
- 3.9.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
- 3.9.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
- 3.9.8 Postpone RFP openings for its own convenience.
- 3.9.9 Remedy or overlook technical errors in the RFP process.

- 3.9.10 Appoint an evaluation committee to review RFPs.
 - 3.9.11 Seek the assistance of outside technical experts.
 - 3.9.12 Approve or disapprove the use of particular subcontractors.
 - 3.9.13 Establish a short list of offerors eligible for interview after review of written RFPs.
 - 3.9.14 Negotiate with any, all, or none of the respondents to the RFP.
 - 3.9.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
 - 3.9.16 Accept other than the lowest monetary offer.
 - 3.9.17 Award a contract based upon initial offers.
- 3.10 The selected proposer(s) are required to comply with all relevant local, state, and federal laws, codes and ordinances. If proposer outsources any work or job to a sub-proposer, it will be the prime proposer's responsibility to ensure that all sub-proposers meet the requirements set forth in this RFP and the resultant contract.
- 3.11 Public Records Act
- 3.11.1 All records, documents, drawings, plans, specifications and other materials submitted by contractor(s) in its proposal and during the course of any work awarded shall become the exclusive property of the Commission and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The Commission's use and disclosure of its records are governed by this act.
 - 3.11.2 The Commission will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the act. The Commission will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the Commission be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the Commission's discretion, be deemed non-responsive.
 - 3.11.3 The Commission will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."
 - 3.11.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate contractor(s) shall indemnify, defend and hold harmless the Commission in such litigation.

3.12 Protest Procedures

The Commission has on file a set of written protest procedures applicable to the solicitation. They may be obtained by contacting the designated Procurement Officer by fax at 951-787-7906. Any protest filed by a firm in connection with this RFP must be submitted in accordance with the Commission's written procedures.

3.13 Prohibited Prior Work

Any person or entity that has substantially assisted the Commission, or a consultant duly engaged by the Commission in preparing any aspect of the RFP or any cost estimate associated with this procurement, is prohibited from submitting a proposal in response to this RFP. Consultants that received assistance from any such person or entity, or who will use the services of such person or entity in performing the services will be disqualified.

3.14 Prohibited Communications

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of the Commission, other than the Procurement Officer named in this RFP. Neither proposers, nor anyone representing a proposer, is to discuss this RFP with any consultant engaged by the Commission for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the consultant even if the contract has already been awarded.

3.15 Use of Subcontractors

3.15.1 The proposer awarded a contract by the Commission must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the Commission. The Commission reserves the right to reject any proposal to function as the prime consultant on the awarded contract. When approved, the subcontractor(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its subcontractor(s).

3.15.2 With prior approval of the Commission, the prime contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the Commission or any obligation on the part of the Commission to pay, or to be responsible for the payment of, any sums to the subcontractors.

- 3.15.3 The provisions of resultant agreement shall apply to all subcontractors in the same manner as to the prime contractor. In particular, the Commission will not pay, even indirectly, the fees and expenses of a subcontractor that does not conform to the limitations and documentation requirements of resultant agreement.
- 3.15.4 Upon written request from the Commission, the contractor shall supply the Commission with subcontractor agreements.

4.0 INSURANCE REQUIREMENTS

All Consultants doing business with the Commission are required to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract Form (*Appendix B*). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Award and prior to the commencement of any work under the terms of the contract.

5.0 PROCUREMENT SCHEDULE

5.1 Request for Clarification(s)

The deadline for requests for clarification submitted by potential proposers pursuant to paragraph 3.7 above is November 1, 2011.

5.2 Pre-Proposal Conference

A pre-proposal conference will be held at Commission headquarters at 1:00 pm on Tuesday, October 25, 2011 in conference room 'A' located at 4080 Lemon Street, 3rd Floor, Riverside, CA 92501. The conference is not mandatory, however, potential proposers are strongly encouraged to attend.

5.3 Proposal Deadline

- 5.3.1 Proposals must be received at the offices of the Commission prior to Tuesday, November 15, 2011 at 2:00 p.m.

Attention: Matt Wallace, Procurement Manager
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

- 5.3.2 Proposals that are mailed through either regular or expedited mail service should be addressed to the Commission as listed above.

- 5.3.3 Proposals received after the specified date and time may be considered non-responsive and returned to senders unopened.

5.4 Contract Award

- 5.4.1 Tentative Contract award date is January 11, 2011. If necessary, please contact the Procurement Officer for further detail or updates regarding this process.

- 5.4.2 At its sole discretion, the Commission may notify proposers of award recommendation information by mail, e-mail or fax. Failure to so notify any proposer shall not impact, alter or invalidate the Commission's action.

6.0 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposer shall submit a proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted in accordance with Section 7.0 "SUBMITTAL REQUIREMENTS" instruction below.

Unauthorized conditions, limitations, or provisions attached to a proposal may render it invalid and cause its rejection. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

7.0 SUBMITTAL REQUIREMENTS

Each proposal submitted in response to the RFP must include the following information in the order specified below. It is highly recommended that responses be professionally presented, well-organized and to the greatest extent possible, concise.

7.1 Proposal Content and Format

Please utilize the boxes below ("") as a checklist to ensure a complete response to the RFP.

- 7.1.1 Proposals shall be typed and submitted on 8½ x 11 inch paper. Proposals should not exceed thirty (30) pages in length, excluding any RCTC provided forms or attachments. Inclusion of unnecessary, elaborate, or general promotional materials is discouraged. Narrative should be brief, concise and completely respond to the questions or issues raised by the published evaluation criteria.

- 7.1.2 **One original, and four (4) copies** of the Offeror's proposal must be submitted.

- 7.1.3 PROPOSALS MUST INCLUDE THE FOLLOWING TABBED SECTIONS, ORGANIZED AS INDICATED BELOW:

TAB 1 - Proposal Letter

- Proposal Letter. The Proposal Letter included herein as Appendix 'D' to this RFP must be signed by a person or persons authorized to legally bind the proposer to enter into the contract. Any addenda to the RFP issued by the Commission must be acknowledged in the Proposal Letter. Failure to acknowledge addenda, if issued, may result in that proposal being deemed non-responsive and will thereby eliminate that proposer from the competitive process.

TAB 2 - Firm Experience and Qualifications

This section of the proposal should establish that the consultant has the ability to satisfactorily perform the required work; the requisite previous experience on similar assignments; and the stability and professional standing of the firm.

This section should include, at a minimum:

- (a) Firm Profile. Provide a brief description of the firm and include a summary of the firm's capabilities and experience in providing rail consulting services for both public and private entities, with an emphasis on public and local projects. A brief profile of the firm including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees, and areas of policy and political expertise. Include any information that may be of value to the Commission in evaluating your firm's qualifications;

- (b) Litigation and Contract History. Provide a brief description of any:
 - Conviction or indictment of the firm or any officer of the firm within the last three years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.

 - Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.

 - Termination of a contract for convenience or for cause.

- (c) Project Reference Form (Appendix F) Complete, sign and submit Appendix 'F' (Project Reference Form). Include assignments that are similar in nature and/or related to the work described in the Statement of Work.
 - Provide at least five (5) references reflecting a minimum of five years of professional experience providing comparable services for both public agencies and private organizations. Each reference shall include: company name, address, contact person, email and telephone, and dates of work performed.

- (d) Organization Chart. Include a project organization chart that clearly delineates communication/reporting relationships among the proposed personnel.

TAB 3 - Qualifications of Personnel

This section should identify the qualifications of the individuals, subconsultants, and/or suppliers that will be providing services.

- Include brief résumés of key personnel highlighting their skill, knowledge, and understanding of applicable subject matter, experience on comparable projects, education and applicable professional credentials.
- Provide qualification information of your proposed personnel's qualifications and references, including:
 1. A list identifying:
 - (i) Each key person who will perform the required services and their role(s);
 - (ii) Descriptions of the experience and qualifications of each person described in (i), including brief resumes; and
 - (iii) A written assurance that the key individuals listed and identified will perform the work and will not be substituted with other personnel without the Commission's prior approval.
 2. Include descriptions of relevant projects previously performed by the staff proposed. The descriptions should include what services were performed, the date of the project, unique features of the project which would be beneficial to the Commission.

TAB 4 - Understanding and Approach

- Describe the services and activities that your firm proposes to provide to the Commission. Include the following information:

Demonstrate your firm's understanding of the nature of the work and the general approach to be taken. Provide a general explanation of the approach to providing rail consulting services. Describe how the Offeror would tailor its services to meet the needs of the Commission addressing the tasks and discussing the deliverables. Identify any potential hurdles to the delivery of the project.

TAB 5 - PROPOSAL PRICING FORM

- Proposal Pricing Form (Appendix 'G'). Complete the Proposal Pricing Form included herein as Appendix 'G'. The Commission reserves the right to accept other than the lowest priced offer.

TAB 6 - REQUIRED FORMS

The required submittal forms must be included with the proposal. The forms shall be prepared using the copies provided with the RFP documents, or on

legible photocopies. Proposals that are partial, incomplete or modified in form or substance from what is requested in the forms may be considered non-responsive. Proposers shall initial all interlineations and revisions to entries. Failure to do so may render the proposal incomplete and non-responsive.

Proposers' authorized signatory must review, complete, sign and submit the following forms with its proposal:

- Appendix C – CAMPAIGN CONTRIBUTION CERTIFICATION
- Appendix E – CONSULTANT INFORMATION FORM

8.0 EVALUATION OF PROPOSALS

8.1 Basis of Award

A contract award(s), if awarded, will be entered into with the firm(s) earning the highest overall evaluation score. Any proposals submitted in response to this RFP will be evaluated in strict accordance with the stated evaluation criteria. The Commission reserves the right to award a contract(s) to a firm(s) that is not necessarily offering the lowest price, but to a Proposer who will provide the best overall match to the RFP requirements and who best serves the Commission's interests.

8.2 Minimum Qualifications

Consultant's key staff/project manager must have specialized experience or knowledge regarding passenger rail projects/plans and have provided comparable and continuous professional services, based upon the requirements contained herein, for a minimum of five (5) years.

8.3 Evaluation Criteria – Qualifications, Experience, Understanding & Approach, and Price. All sub-criteria shall be equally weighted.

8.3.1 Evaluation Criteria - **100** total points possible.

- **Qualifications of the Firm (30 points max.)**
 - Specialized experience or knowledge of firm on passenger rail projects/plans.
 - Demonstrated recent experience with similar passenger rail projects/plans.
 - Demonstrated competence in working with the public and private sector performing work similar in nature and/or related to the work described in the Scope of Work (Appendix A).
- **Experience and Qualifications of Key Staff (30 points max.)**
 - Professional qualifications and experience of key project personnel.
 - Relevant experience of the project team.

-
- Knowledge of Federal Railroad Administration (FRA), Federal Transit Administration (FTA), National Transit Safety Board (NTSB), Public Utility Commission (PUC), Environmental Protection Agency (EPA).
 - Proposed team/personnel's experience appropriate for technical and management requirements of the project.
 - Contractor and Subcontractor(s) demonstrated sufficient experience in each discipline proposed by the Offeror.
- **Project Understanding and Approach (25 points max.)**
- Appropriateness of technical approach to the project as it relates to the SOW.
 - Understanding of the project goals and objectives.
 - Understanding of the project issues and potential conflicts.
- **Cost Effectiveness of Proposed Pricing (15 points max.)**
- The Offeror shall include a cost proposal which shall include labor rates for all proposed key personnel and other direct costs anticipated during the performance of the required services. The rates shall be "fully loaded", i.e. includes all overhead costs, general administrative cost and profit. The cost proposal shall also include and incorporate any proposed rate increases, if any, over the life of the contract.

9.0 DEBRIEFINGS

Offerors who submit proposal in response to this RFP shall be notified in writing regarding the results of the Evaluation Committee's recommendation for award.

Unsuccessful Offerors (those who were not awarded a contract) may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors who wish to be debriefed should request a debriefing within ten (10) calendar days after formal contract award.

APPENDIX A – STATEMENT OF WORK

REQUEST FOR PROPOSALS NO.

ON-CALL RAIL OPERATIONS SUPPORT SERVICES

1.0 GENERAL INFORMATION

1.1 Introduction

1.1.1 The Commission is an active participant in a number of passenger rail efforts and initiatives in the region. Measure A provided the first sales tax funding for the commuter rail in Southern California. This later developed into the Southern California Regional Rail Authority (Metrolink) of which the Commission is a voting member and funding agency. The Commission has made significant investments in rail infrastructure, property, and use rights to enable and expand commuter rail in the region. The Commission is also involved in supporting intercity rail through Riverside and an advocate for developing a new intercity rail route to Coachella Valley. Also the Commission is actively involved in planning efforts in conjunction with the California High Speed Rail Project.

1.1.2 The Commission participates in a number of regional rail coordination efforts including the Metrolink Board and Technical Advisory Committee, LOSSAN Board and Technical Advisory Committee, High Speed Rail - Southern California Inland Corridor Group, Southern California Passenger Rail Planning Coalition, Coachella Valley Association of Governments Transportation Committee and Rail Subcommittee. A key function of the Commission's rail program is the provision of technical input and oversight to these coordination efforts.

1.1.3 In addition, the Commission owns and operates the passenger rail stations in Riverside County and owns San Jacinto Branch Line property from Riverside to San Jacinto. This responsibility requires the Commission to be involved in the security and maintenance of these facilities, as well as oversee the daily operations and uses associated with them.

1.2 General Scope of Services

1.2.1 The Riverside County Transportation Commission (Commission) is developing a list of pre-qualified consultants for Rail Consulting Support Services. The pre-qualified consultants will supplement the work of the Rail Manager in accordance with the specifications presented below.

1.2.2 As support needs arise, the Commission will develop a brief scope of work and select a consultant from the list of bench consultants depending on the type of support needed and the qualification of the firm. The selected consultant will respond by providing information about the level of effort required to perform the required services. This will be documented on a pre-approved Contract Task Order (CTO). Rates and cost for each CTO will be in accordance with rates indicated in the price schedules. Upon approval by the Commission's Rail Manager, a CTO will be issued on a time and

expense basis. The consultant will be required to commence work within five days or sooner after receiving a fully executed CTO.

2.0 CONSULTANT'S RESPONSIBILITIES

2.1 Though the list is not all-inclusive, the successful Consultant shall be required to perform the following services:

- **Rail Planning and Technical Studies**

Perform, review, and provide comments on various planning studies and exercises related to the rail projects in Riverside County, including but not limited to, feasibility studies, strategic plans, short range transit plans, rail service design, connecting transit plans, freight studies, ridership projections, rail service planning models, station development plans, transit oriented development plans, parking studies, Quiet Zone plans, engineering plans etc.

- **Rail Operations Support**

Provide assistance in various aspects of the rail operations program including consulting support for regional and local meetings, policy development, assistance with railroad negotiations, station and right of way safety & security support, local passenger communications, marketing efforts, and sustainability programs. Provide engineering support as needed to review proposed station, track, structure or layover site plans.

- **Rail Performance & Compliance**

Provide assistance in overseeing the performance of Metrolink, other contractors, and local rail projects. Assist with developing funding and service projections and evaluating existing programs to improve efficiency. Provide compliance assistance with local, state and federal laws and requirements. These could relate to requirements of the FRA, FTA, NTSB, PUC, EPA as well as city ordinances.

- **Represent the Interest of the Commission in Absence of Staff**

Per the request of Commission staff, attend and represent the Commission's interests at rail meetings, including planning and technical meetings and/or workshops.

- **General Support**

Conduct research and develop technical memorandum on special assignments in the area of rail. Consultant may be required to review and develop responses to requests from other agencies or members of the public on impacts of rail efforts in Riverside County.

- 2.2 Consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both, publicly and privately, including the avoidance of conflicts of interest.
- 2.3 Consultant shall provide other services within the individual's and/or firm's ability as requested by the Commission's designated project manager.
- 2.4 The Commission reserves the right to competitively bid any or all portions of work addressed in this agreement.

End of Statement of Work

APPENDIX B – SAMPLE CONTRACT FORM
REQUEST FOR PROPOSALS NO. 12-25-022-00-00
ON-CALL RAIL OPERATIONS SUPPORT SERVICES

Agreement No. __-__-__-__

**MODEL (SHORT FORM)
DELETE THIS BOX BEFORE USING
2009**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR [__ DESCRIPTION OF SERVICES __] SERVICES
WITH [__ CONSULTANT __]**

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 200__, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and [__ NAME OF FIRM __] ("Consultant"), a [__ LEGAL STATUS OF CONSULTANT e.g., CORPORATION __].

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing [__ INSERT TYPE OF SERVICES __] services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the [__ INSERT PROJECT NAME __] Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and

incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows:

3.7 Commission's Representative. Commission hereby designates [**__INSERT NAME OR TITLE__**], or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates [**__INSERT NAME OR TITLE__**], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer

shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The total compensation shall not exceed [**___ INSERT WRITTEN DOLLAR AMOUNT___**] (**\$[___ INSERT NUMERICAL DOLLAR AMOUNT___]**) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the

subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

 Attn: _____

COMMISSION:

Riverside County
 Transportation Commission
 4080 Lemon Street, 3rd Floor
 Riverside, CA 92501
 Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission’s sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including

but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. Consultant shall indemnify and hold the Commission, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 3.21 shall survive any expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates

and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during

any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 No Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
[INSERT NAME OF CONSULTANT]**

By:

[INSERT NAME]
Chairman

By:

Signature

Name

[NOT NEEDED IF APPROVED BY COMMISSION]

Title

By:

Anne Mayer
Executive Director

Approved as to Form:

Attest:

By:

Best Best & Krieger LLP
General Counsel

By: _____

Its: Secretary

1.1 Exhibit "A"

Scope of Services

[__INSERT__]

1.2 Exhibit "B"

Schedule of Services

[__INSERT__]

1.3 Exhibit "C"

Compensation

[__INSERT__]

APPENDIX C – CAMPAIGN CONTRIBUTION CERTIFICATION
REQUEST FOR PROPOSALS NO. 12-25-022-00-00
ON-CALL RAIL OPERATIONS SUPPORT SERVICES

APPENDIX 'C'

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

Government Code Section 84308, 2 California Code of Regulations 18438.1, Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Bob Buster, County of Riverside
John F. Tavaglione, County of Riverside
Jeff Stone, County of Riverside
John J. Benoit, County of Riverside
Marion Ashley, County of Riverside
Bob Botts / Don Robinson, City of Banning
Roger Berg / Jeff Fox, City of Beaumont
Joseph DeConinck / Carie Covell, City of Blythe
Ella Zanowic / Jeff Hewitt, City of Calimesa
Mary Craton / Barry Talbot, City of Canyon Lake
Greg Pettis / Kathleen DeRosa, City of Cathedral City
Steven Hernandez / Eduardo Garcia, City of Coachella

APPENDIX 'C'

Karen Spiegel / Steve Nolan, City of Corona
 Scott Matas / Russell Betts, City of Desert Hot Springs
 Adam Rush / Ike Bootsma, City of Eastvale
 Larry Smith / Robert Youssef, City of Hemet
 Douglas Hanson / Patrick Mullany, City of Indian Wells
 Glenn Miller / Michael Wilson, City of Indio
 Terry Henderson / Don Adolph, City of La Quinta
 Bob Magee / Melissa Melendez, City of Lake Elsinore
 Darcy Kuenzi / Wallace Edgerton, City of Menifee
 Marcelo Co / Richard Stewart, City of Moreno Valley
 Rick Gibbs / Kelly Bennett, City of Murrieta
 Berwin Hanna / Kathy Azevedo, City of Norco
 Jan Harnik / William Kroonen, City of Palm Desert
 Steve Pougnet / Ginny Foat, City of Palm Springs
 Daryl Busch / Al Landers, City of Perris
 Scott Hines / Gordon Moller, City of Rancho Mirage
 Steve Adams / Andy Melendrez, City of Riverside
 Scott Miller / Andrew Kotyuk, City of San Jacinto
 Ron Roberts / Jeff Comerchero, City of Temecula
 Ben Benoit / Timothy Walker, City of Wildomar
 Raymond Wolfe, Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months and for 3 months following the conclusion of the Proceeding to any Commissioner:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Additional Sheet, If Necessary)

Date of Disclosure (Same As Bid Date) _____

BIDDER:

Signature of Bidder

Name

Title

Company

APPENDIX D – PROPOSAL LETTER
REQUEST FOR PROPOSALS NO. 12-25-022-00-00
ON-CALL RAIL OPERATIONS SUPPORT SERVICES

RIVERSIDE COUNTY TRANSPORTATION AUTHORITY
4080 LEMON STREET
THIRD FLOOR
RIVERSIDE, CA 92501

**SUBJECT: REQUEST FOR PROPOSAL CONTRACT NO. 12-25-022-00
ON-CALL RAIL OPERATIONS SUPPORT SERVICES**

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to the Commission all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 120 days after the proposal due date.

Further, the undersigned agrees to execute the Commission prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the Commission in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
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Printed Name	Title	Phone
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Printed Name	Title	Phone
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In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor,

- E. Subcontractor, Supplier) performing the work fulfill the specified requirements, and
- F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.
- G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all Commission Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the Commission to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any):

Therefore, the undersigned hereby agrees that the Commission will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s):

No.	Date	Initials

The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's
Name: _____

Business
Address: _____

Contractor's License No.: N/A

License Expiration Date: N/A

Classification Type: N/A

Phone: _____ Fax: _____

e-mail address :

Signature of Authorized Official

Type or Print
Name

Title

Date

being duly sworn, deposes and says

Name

That he/she is
the

of

Title

Company

and that all statements and information contained in the Proposal and made a part of through attachment and/or reference, are true and correct.

Subscribed and sworn before me before
this

day of

, 20__.

Notary Public:

My Commission
expires:

**APPENDIX E – CONSULTANT INFORMATION FORM
REQUEST FOR PROPOSALS NO. 12-25-022-00-00
ON-CALL RAIL OPERATIONS SUPPORT SERVICES**

APPENDIX 'E'
CONSULTANT INFORMATION FORM

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

Federal Tax I.D. Number: _____

Consultant Authorized Signature for Agreement:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Consultant Point of Contact:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Is your company a Certified Disadvantaged Business Enterprise (DBE)?

Yes No

Will your company be utilizing Certified Disadvantaged Business Enterprise (DBE) firm(s) under this agreement?

Yes No

Does your firm currently carry Railroad Protective Liability Insurance Coverage?

Yes No If yes, please name the carrier and limits _____

APPENDIX F – PROJECT REFERENCE FORM
REQUEST FOR PROPOSALS NO. 12-25-022-00-00
ON-CALL RAIL OPERATIONS SUPPORT SERVICES

APPENDIX 'F' - PROJECT REFERENCE FORM
REQUEST FOR PROPOSALS (RFP) NO. 12-25-022-00
ON-CALL RAIL OPERATIONS SUPPORT SERVICES

Provide experience and past performance information in the format provided below. FIVE (5) OR MORE years of comparable professional experience offered by the Consultant. The Commission will contact references to verify information provided and inquire of past performance data. Add additional pages, if necessary.

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, ADDRESS, PHONE NO. CONTACT PERSON	TOTAL VALUE OF CONTRACT	DATE CONTRACT BEGAN	DATE CONTRACT ENDED
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		

APPENDIX G – PROPOSAL PRICING FORM
REQUEST FOR PROPOSALS NO. 12-25-022-00-00
ON-CALL RAIL OPERATIONS SUPPORT SERVICES

APPENDIX 'G'
PROPOSAL PRICING FORM
REQUEST FOR PROPOSALS NO. 12-25-022-00-00

PART I: Labor Rates for Proposed Labor Classifications

	LABOR CLASSIFICATION	FULLY BURDENED LABOR RATE Years 1, 2 & 3	FULLY BURDENED LABOR RATE Year 4 (Option 1)	FULLY BURDENED LABOR RATE Year 5 (Option 2)
1.		\$ /hr	\$ /hr	\$ /hr
2.		\$ /hr	\$ /hr	\$ /hr
3.		\$ /hr	\$ /hr	\$ /hr
4.		\$ /hr	\$ /hr	\$ /hr
5.		\$ /hr	\$ /hr	\$ /hr
6.		\$ /hr	\$ /hr	\$ /hr
7.		\$ /hr	\$ /hr	\$ /hr
8.		\$ /hr	\$ /hr	\$ /hr
9.		\$ /hr	\$ /hr	\$ /hr
10.		\$ /hr	\$ /hr	\$ /hr

*Proposers shall provide all labor classifications and labor rates for anticipated staffing requirements.
Add additional pages as necessary.*

APPENDIX 'G'
PROPOSAL PRICING FORM

REQUEST FOR PROPOSALS NO. 12-25-022-00

PART II: Schedule of Other Direct Costs (ODCs)

DESCRIPTION	RATE
Mileage	Current IRS Standard Mileage Rate
Photocopies (B/W)	
Color Copies	
Presentation Boards	

Add additional pages/ODCs, as necessary. ODC items not listed by the proposer will be reimbursed at actual cost.

The successful Consultant(s) shall receive compensation, including authorized reimbursements, for all services rendered under the agreement, if awarded, at the proposed rates set forth in this Appendix 'G'. The schedule and maximum compensation shall be set forth in each Contract Task Order, but in no event shall the aggregate value of all Contract Task Orders issued by the Commission exceed the total contract amount.

Consultants' proposed labor and ODC rates shall remain fixed for the term of the agreement. Proposed fully burdened labor rates submitted by the successful Consultants shall include all relevant expenses, taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance. The successful Consultant shall provide original invoices and/or receipts documenting and substantiating the unit cost for all materials billed under awarded Contract Task Orders.

The Commission reserves the unilateral right to authorize the award of the Year 4 and 5 option terms associated with the agreements awarded under the terms of RFP No. 12-25-022-00 (On-Call Rail Operations Support Services).

END OF PROPOSAL PRICING FORM