

TO: James L. App, City Manager  
FROM: Mike Compton, Director of Administrative Services  
SUBJECT: Short Range Transit Plan Update and Marketing Plan Award  
DATE: December 20, 2005

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Needs: For the Council to consider awarding consultant services contract to Transit Resource Center to undertake an update of the City's Short Range Transit Plan (SRTP) and develop a Marketing Plan (MP) for City transit services.

Facts:

1. Transportation Development Act regulations require recipient agencies to prepare and update SRTP every five years.
2. The last SRTP update was last updated in August 2001. Thus, the City must undertake an update as required by TDA regulations.
3. The City has also received a Federal Transportation Administration grant to develop a marketing plan for City transit services. The grant is for \$26,000 and requires a \$4,000 City match.
4. Request for Proposals (RFP) were prepared and widely distributed.
5. Responses were received from three firms which were evaluated by both City and Council of Government (COG) staff.
6. The RFP responses and ratings were also reviewed by the Council's ad hoc transit committee, Mayor Frank Mecham and Councilman Duane Picanco.
7. It is the recommendation of the Council's ad hoc transit committee to award both projects to Transit Resource Center.

Analysis  
and  
Conclusion:

Two separate RFPs were developed and distributed. However, while the two projects may appear dissimilar, the data gathering and work effort are quite similar and most transit consultant firms are capable of doing either or both. Thus, it was encouraged but not required that potential responders provide separate pricing as well "aggregate" pricing. In this manner, some work duplication might be avoided and reduce the overall cost to the City.

All three responses provides both separate and aggregate pricing in their responses to both RFPs. Ratings by City staff and COG staff both ranked Moore & Associates higher for the SRTP while Transit Resource Center was ranked higher for the Marketing Plan. Both firms finished either first or second and both are quite capable of performing both projects.

Moore & Associates undertook the prior SRTP update back in August 2001. Their aggregate pricing for both projects was \$44,029 or \$23,474 for the SRTP and \$28,314 for the Marketing Plan.

Cliff Chambers with Transit Resource Center has done work for Paso Robles and Atascadero in the preparation of tennial performance audits. Transit Resource Center proposed an aggregate cost of \$55,801 and \$29,970 separately for the SRTP and \$29,905 for the Marketing Plan.

The Council's ad hoc committee has some concerns regarding the fact that Cliff Chambers with Transit Resource Center would be the sole staff person undertaking the SRTP. Cliff Chambers has always undertaken such projects as sole provider and provided assurances to staff that other Transit Resource Center staff could readily complete the project should for some reason his unable to complete the task. The Council's ad hoc committee determined Transit Resource Center's proposal for the Marketing Plan to be far superior. Additionally, City staff has had prior exposure to Selena Barlow who will head the project team for the marketing plan project and was very much impressed by her marketing skills and approach.

In conclusion, the options facing the Council's ad hoc committee was to award the SRTP to Moore & Associates and the Marketing Plan to Transit Resource Center or both projects to either firm. The Council's ad hoc committee felt that it would be more effective and efficient as well as less confusing to the public if both projects were awarded to the same firm. Given the superior proposal for the Marketing Plan, the Council's ad hoc committee has recommended awarding both projects to Transit Resource Center.

Fiscal  
Impact:

While no formal budget appropriation has been included in the fiscal year 2006 budget, the Council approved a TDA claim which allocated \$25,000 for the preparation of the SRTP and \$25,000 in addition to the \$26,000 grant to develop a marketing plan. Thus, including the grant funds, \$76,000 has been earmarked, if needed, for both projects.

The cost, based upon the Council's ad hoc committee's recommendation, is \$55,801 for Transit Resource Center to take on both projects.

The aggregate cost, should the Council choose to award the SRTP to Moore & Associates and the Marketing Plan to Transist Resource Center is \$53,379, representing only a savings of \$2,422.

The least cost option but less desirable is to award both projects to Moore & Associates for an aggregate cost of \$44,029.

Options:

- a. That the Council award both the Short Range Transit Plan update and Marketing Plan to Transit Resource Center and adopt Resolution No. 05-xxx approving a one time appropriation of \$55,800 to budget accounts 206-140-5224-130 and 206-140-5224-131 (50% each); or
- b. That the Council award the Short Range Transit Plan update to Moore & Associates, the Marketing Plan to Transit Resource Center and adopt Resolution No. 05-xxx approving a one time appropriation of \$53,400 to budget accounts 206-140-5224-130 and 206-140-5224-131 (50% each); or
- c. That the Council award both the Short Range Transit Plan update and Marketing Plan to Moore & Associates and adopt Resolution No. 05-xxx approving a one time appropriation of \$44,200 to budget accounts 206-140-5224-130 and 206-140-5224-131 (50% each); or
- d. Amend, modify, or reject the above options.

RESOLUTION NO. 05-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT  
WITH TRANSIT RESOURCE CENTER FOR UPDATING THE CITY'S  
SHORT RANGE TRANSIT PLAN AND DEVELOPING A  
TRANSIT MARKETING PLAN

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WHEREAS, Transportation Development Act regulations requires transit agencies to prepare Short Range Transit Plans; and

WHEREAS, these regulations require that said Short Range Transit Plans be updated every five years; and

WHEREAS, it has been five years since the last update; and

WHEREAS, the City has applied for and received a Federal Transportation Administration 5307 planning grant to develop a transit marketing plan;

WHEREAS, the City distributed separate request for proposals for both projects but provided potential responders the opportunity to provide an "aggregate" fee amount if awarded both projects; and

WHEREAS, the Council's ad hoc committee has recommended awarding the projects to Transit Resource Center; and

WHEREAS, Transit Resource Center did submit both individual and aggregate project fees.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the contract attached herewith as Exhibit "A" is hereby approved and the Director of Administrative Services is authorized to execute said contract subject to City Attorney approval.

BE IT FURTHER RESOLVED by the City Council of the City of El Paso de Robles that a one time budget appropriation in the amount of \$55,800 is hereby approved as follows:

206-140-5224-130	\$27,900
206-140-5224-131	\$27,900

PASSED AND ADOPTED BY THE City Council of the City of Paso Robles this 20<sup>th</sup> day of December, 2005 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Frank R. Mecham, Mayor

ATTEST:

\_\_\_\_\_  
Sharilyn M. Ryan, Deputy City Clerk

## CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT, made this 21<sup>st</sup> day of December, 2005, by and between the CITY OF PASO ROBLES, California (hereinafter referred to as "CITY"), and Transit Resource Center (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY desires to retain a qualified individual, firm or business entity to undertake an update of its Short Range Transit Plan and prepare a Marketing Plan (hereinafter referred to as Projects); and

WHEREAS, CITY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

### 1. CONTRACT COORDINATION

- a. CITY. The Director of Administrative Services shall be the representative of CITY for all purposes under this Agreement. The Director, or his designated representative, hereby is designated as the Contract Manager for the CITY. He shall supervise the progress and execution of this Agreement.
- b. CONSULTANT. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Cliff Chambers is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the CITY's Contract Manager.

### 2. DUTIES OF CONSULTANT

- a. Services to be furnished. CONSULTANT shall provide all specified services as set forth in the attached Exhibit "A".
- b. Laws to be observed. CONSULTANT shall:
  - (1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;
  - (2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance

under this Agreement, or the conduct of the services under this Agreement;

- (3) At all times observe and comply with and cause all of its employees to observe and comply with all said laws, ordinances, regulations, orders, and decrees mentioned above.
- (4) Immediately report to the CITY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

- c. Release of reports and information. Any video tape, reports, information, data, or other material given to, or prepared or assembled by CONSULTANT under this Agreement shall be the property of CITY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's Contract Manager.
- d. Copies of video tapes, reports and information. If CITY requests additional copies of video tapes, reports, drawings, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such additional copies as are requested, and CITY shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.
- e. Qualification of CONSULTANT. CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

### 3. DUTIES OF CITY

CITY agrees to cooperate with CONSULTANT and to perform that work described in Exhibit "A" attached hereto and incorporated by this reference. The City shall provide copies of prior reports and studies as well as transit operating data upon request.

The City and Consultant agree that Consultant requested data must be provided by City staff either within three (3) weeks of the request or by a date as may be mutually agreed upon. Data not received within this timeframe will not be considered to be provided in a timely fashion.

### 4. COMPENSATION

The CONSULTANT will perform the work as described in Exhibit "A" and shall be paid at the hourly rates identified in "integrated proposed project budget" as identified on page 24 of their proposal but no event shall the total fees exceed fifty-five thousand eight hundred and one dollars (\$55,801). All work performed by CONSULTANT shall be compensated as follows:

- a. 50% payable on November 1, 2005.

- b. 50% payable on February 1, 2006.

5. TIME FOR COMPLETION OF THE WORK

All work shall be completed and in final report form by CONSULTANT and submitted to the CITY by June 30, 2006.

6. TEMPORARY SUSPENSION

The CITY's Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of temporary suspension.

7. SUSPENSION: TERMINATION

- a. Right to suspend or terminate. The CITY reserves the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT services which are of benefit to CITY. Said compensation is to be arrived at by mutual Agreement of the CITY and CONSULTANT and should they fail to agree, then an independent arbitrator is to be appointed and his decision shall be binding upon the parties.
- b. Return of materials. Upon such termination, CONSULTANT shall turn over to the CITY immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

8. INSPECTION

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the CITY's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

9. OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of CITY, and shall be delivered to the CITY upon demand.

10. ASSIGNMENT: SUBCONTRACTORS: EMPLOYEES

This Agreement is for the performance of planning services of the CONSULTANT and is not assignable by the CONSULTANT without prior consent of the CITY in writing. The CONSULTANT may employ other specialists to perform services as required with prior approval by the CITY.

11. NOTICES

All notices herein under shall be given in writing and mailed, postage prepaid, by Certified Mail, addressed as follows:

CITY: Michael Compton  
Director of Administrative Services  
City of Paso Robles  
1000 Spring Street  
Paso Robles, Ca. 93446  
(805) 237-3999  
(805) 237-6565 FAX  
mcompton@prcity.com

CONSULTANT: Cliff Chambers  
Transit Resource Center  
12036 Nevada City Hwy., #200  
Grass Valley, CA 95945-8461  
(530) 271-0177  
(530) 271-0626 FAX  
cliffchambers@earthlink.net

12. INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY.



### 13. INDEMNITY

CONSULTANT hereby agrees to indemnify and save harmless CITY, its officers, agents and employees of and from:

- a. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury or death of or damage to any person or corporation caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT's employees or agents;
- b. Any and all damage to or destruction of the property of CITY, its officers, agents or employees occupied or used by or in the care custody, or control of CONSULTANT, or in proximity to the site of CONSULTANT's work, caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT's employees or agents;
- c. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of CONSULTANT under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct if CITY, its officers, agents, or employees;
- d. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or copyrights or claims caused by the use of apparatus, appliance, or materials produced or furnished by CONSULTANT under this Agreement; and
- e. Any and all penalties imposed or damages sought on account of the violation of any law or regulation or if any term or condition of any permit, when said violation of any law or regulation or of any term or condition of any permit is due to negligence on the part of the CONSULTANT.
- f. CONSULTANT, at its own cost, expense, and risk, shall defend CITY from any and all claims, demands, suits, actions, or other legal proceedings, including those to enforce any penalty that may be brought against CITY, its officers, agents or employees, and pay and satisfy any judgment or decree that may be rendered against CITY, its officers, agents, or employees in any such suit, action or other legal proceeding, when same were due to negligence of the CONSULTANT.

### 14. WORKERS COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with

the provisions of that code, and it certified that it will comply with such provisions before commending the performance of the work of this Agreement.

15. INSURANCE

- a. At the request of the CITY, CONSULTANT shall provide proof of comprehensive general liability insurance (\$300,000) (including automobile) satisfactory to the CITY.
- b. CONSULTANT shall provide proof of special insurance of the types (such as "errors and omissions" or professional liability) and in the amounts as may be set forth on Exhibit "A".

16. AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

17. WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

18. COSTS AND ATTORNEY'S FEES

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

19. DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If CONSULTANT is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, CITY shall have the power to cancel or suspend payable to CONSULTANT the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a

finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If CONSULTANT is found in violation of the nondiscriminatory provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of the Agreement. Thereupon, CITY shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Two Hundred fifty Dollars (\$250) for each calendar day during which CONSULTANT is found to have been in such noncompliance as damages for said breach or contract, or both.

19. AGREEMENT CONTAINS ALL UNDERSTANDINGS

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

Company Name

CITY OF PASO ROBLES

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

EXHIBIT "A"

Update Short Range Transit Plan  
And  
Develop Transit Marketing Plan

- a) Scope of Services. CONSULTANT will perform in a professional manner the update of the CITYs Short Range Transit Plan and develop a Transit Marketing Plan in accordance with the request for proposals distributed by the CITY and attached herewith and included herein as EXHIBIT "B-1" and EXHIBIT "B-2)" and the CONSULTANT's response to said request for proposals attached herewith and included herein as EXHIBIT "C".

**City of El Paso de Robles  
FY 2006-2011 Short Range Transit Plan (SRTP)  
Scope-of-Work**

The scope for the update to the Paso Robles SRTP covers the five tasks given below.

**Task 1-Agency Status**

The consultant will perform a site visit and interview the Paso Robles City staff, the City’s contract manager, Laidlaw Transit Services, and other stakeholders as needed. The objective of the visit is to get an overview of the agency purpose and structure, namely how different transit services, fixed route and demand response compliment each other.

The consultant will examine how Paso Robles Transit Services (PRT) interacts with other transportation providers, including the regional transit system and services provided by neighboring communities, primarily City of Atascadero. The consultant will also interview agencies responsible for funding and regional planning oversight; i.e. the San Luis Obispo Council of Governments.

The consultant will assess progress made by Paso Robles Transit Services in implementing several prior recommendations, including:

- Develop and implement a marketing and public information strategy;
- Improve operating reporting;
- Investigate contracting and operational synergies with the City of Atascadero;
- Evaluate regional transit funding;
- Revise DAR reservation policy;
- Implement computer aided dispatching;and
- Implement subscription trips.

The consultant will identify changes that took place since 2001and prioritize the level of effort suitable for subsequent tasks.

*Task 1-Product-White Paper on Agency Status w/ implications for other tasks*

**Task 2- Analysis of Current Operations**

This task is divided into subtasks to gather enough data to assess the profile of the two individual types of transit services, review operating statistics, annual and seasonal performance trends by each system, plus identify any specific areas in need of further review.

**2-a)-Surveys**

The consultant team will review recent survey data collected as part of the North County Transit Study and the analysis of said data contained therein for the purpose re-affirming or not the level of customer satisfaction with Paso Robles Transit Services (i.e. driver courtesy, on time performance, reliability of trip reservation system, quality of group rides).

**2-b)-Stakeholder Data Gathering**

The consultant will gather input from broad community interest groups; they may include: a) Major employers, b) After school program coordinators, c) Local senior citizen groups, d) Health care providers, e) Hispanic community or f) Managers at senior housing complexes.

**2-c)-Workshop**

The consultant will hold one public workshop for the purpose of providing the public at large an opportunity to comment on existing transit systems shortfalls and desired improvements.

The consultant will summarize survey findings with implications for current or future services.

**2-d)-Operating Trends**

The consultant will obtain and analyze the annual quantitative data on ridership and service levels (hours and miles).

For each service, the consultant will review the TDA-required annual performance indicators, including service productivity, service efficiency, cost efficiency and cost. In addition, the consultant may examine seasonal trends for some program elements, as applicable.

The consultant will interpret specific findings on recent performance trends for each transit service and for the system as a whole but with particular attention to routes A and B and how their route level performance may be enhanced. The consultant shall examine the North County Transit Study as it relates to the expansion of route C to serve the City of Atascadero and Atascadero’s service to Paso Robles and comment accordingly.

The consultant will survey other fixed route and demand response systems of similar size using the above set of performance measures. The consultant will compare the Paso Robles’ performance to levels achieved by those peers. The consultant will recommend performance targets by service and propose the use of new or expanded monitoring tools (as needed) for the next 5 years.

*Task 2-Product-Technical Memo on survey results, peer review, performance targets*

**Task 3- Marketing Plan and Service Scenarios**

**3-a)-Marketing Strategy**

Paso Robles has received a federal 5311 grant to develop a marketing plan which will move forward concurrently with this SRTP. Thus, this SRTP need not focus attention on marketing strategy except that it should make reference to the marketing plan and include in summary form only any findings and recommendations that might be identified in the marketing plan.

**3-b)-Service Scenarios**

The consultant will develop several operating scenarios and project annual ridership over the next 6 years. The scenarios should suggest route changes and/or additions to meet increasing ridership demand and community growth.

## **EXHIBIT “B-1”**

The scenarios should also take into consideration the proposed “super loop” that was identified in the North County Transit Plan. The proposal, generally, is for Paso Robles to run its Route C fixed route bus to Atascadero and for Atascadero to run its only fixed route bus to Paso Robles rather than both services stopping at Twin Cities medical facilities and returning to their respective cities. The scenarios should also look to how duplication of Paso Robles Transit Services by San Luis Obispo RTA may be minimized.

Operating scenarios shall be accompanied by an implementation plan ( route timetables, maps and possible coordination with San Luis Obispo RTA.

### ***Task 3-Product-Technical Memo on Future Scenarios and Marketing Plan***

### **Task 4-Capital Needs and Financial Plan**

The consultant will prepare a 6-year Capital Plan based on an inventory of current assets, projected fleet replacement needs, potential for fleet sharing with Atascadero. The consultant will prepare capital costs based on future fleet size and composition, plus anticipated technology upgrades (alternative fuels etc.).

The consultant will prepare cash flow for each service scenario based on annual cost and revenue projections.

### ***Task 4-Product-Technical Memo on Capital and Financial Plans***

### **Task 5-Draft and Final SRTP Reports**

The consultant will prepare the Administrative Draft Plan: 1) Summarizing public input gathered at the open house at the start of the project and 2) Identifying specific comments and suggestions made by the Council Ad Hoc Committee and 3) Refining preliminary findings and draft recommendations from the Tasks 2 to 5 Draft Products. Some of the technical material will be moved to Appendices to the Report.

The consultant will incorporate comments from City transit staff and Council Ad Hoc Committee into the Administrative Draft report. The consultant will present the Draft Plan at a meeting of the Council Ad Hoc Committee. The Draft Report shall be provided a time for public review and comment prior to presentation to the Paso Robles City Council. Public comment received shall be presented with the Draft report. The consultant will present the Final Draft Plan to the Paso Robles City Council for review.

### ***Task 5-Products-Administrative, Draft and Final SRTP reports with Appendices***

### **Meetings/Site Visits:**

The consultant should allow for a minimum of six (6) trips to San Luis Obispo, namely:

- a) Site visit for interviews with City transit staff, transit contractor and kick off meeting with the Council Ad Hoc Committee
- b) Public open house (workshop)
- c) Field surveys – Paso Robles CATS and DAR.
- d) Council Ad Hoc Committee Meeting to discuss draft goals, objectives and service scenarios

- e) One (1) presentation of the Draft Plan to the Council Ad Hoc Committee and
- f) One (1) presentation of the Final Draft Plan to the Paso Robles City Council

**SPECIAL CONSIDERATIONS:**

**I. CONTACT PERSON**

Mike Compton  
 Director of Administrative Services  
 City of Paso Robles  
 Paso Robles, CA 93446  
 (805) 237-3999  
 email: mcompton@prcity.com

**II. PROJECT TIMETABLE**

October 10, 2005.....	Issue Request for Proposals
November 11, 2005.....	Closing date for receipt of proposals
November 25, 2005.....	Contact proposer to schedule interviews, if required
December 9, 2005.....	Conduct interviews, if required; recommend Consultant
December 20, 2005.....	Contract award
December 21, 2005.....	Execute contract

Proposals must be received no later than 4:00pm on November 11, 2005. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his/her own risk. PRT will not be liable or responsible for any late delivery of proposals. **Postmarks will not be accepted.**

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

**III. PROJECT TIMETABLE**

**A. Limitations**

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

**B. Award**

PRT plans to ask RFP finalists to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and



## **EXHIBIT “B-1”**

submit such price, technical, or other revisions of their proposals as may result from negotiations. PRT also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

### **C. RFP Addendum**

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

Proposers downloading the RFP from the PRT website are responsible for checking the website up to the closing date of November 11, 2005 for any addenda issued. Printed copies of the RFP and/or any addenda are only mailed out by proposer request. Addenda issued are required to be acknowledged and returned by participating proposer in order to be considered further in the evaluation process. Those proposers not acknowledging and returning addenda as required will not be considered and will be rejected as “non-responsive”.

### **D. Verbal Agreement or Conversation**

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

### **E. Pre-contractual Expense**

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

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

In any event, PRT shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as party of the price proposed in response to this RFP. PRT shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, on behalf or, any person or organization responding to this RFP.

### **F. Signature**

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the company and also who may be contacted during the period of proposed evaluation. The proposal shall be signed by an official authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least sixty (6) day period. Execution of the contract is expected by December 21, 2005.

**G. Term**

The term of the contract will be from December 21, 2005 (execution date) to completion of the project, June 30, 2006, as agreed upon by the consultant and the Project Manager.

**H. Fiscal Out Clause**

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

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The successful firm shall provide evidence of the following insurance requirements: General liability insurance in an amount not less than \$1,000,000 naming the City of Paso Robles as an additional insured.

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The consultant is expected to execute a contract similar to PRT's Professional Services Agreement, which meets the requirements of TEA 21:

- 1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority-and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFT Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. PRT's overall goal for the Federal fiscal year 2004/05 is the following: ten percent (10%) of the Federal financial assistance in FHWA-assisted contacted. Any DBE certified firms must submit a participation statement to each proposal.
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- 3) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.
- 4) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such

## **EXHIBIT “B-1”**

action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal to be considered responsive must include the following:

- 1) A copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees)
- 2) Discussion of the consultant(s) program for use of DBEs, if applicable, in the performance of this work, including the following”

- The names and addresses of DBE firms that will participate
- The description of the work each named firm will perform
- The dollar amount of participation by each DBE firm

- 3) Conflict of Interest

Firms submitting proposals in response to this RFP must disclose to PRT any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP.

If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

## **IV. PROPOSAL CONTENT AND ORGANIZATION**

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

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

- 1) Transmittal Letter

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

- 2) Table of Contents

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

3) **Introduction**

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

4) **Technical Approach**

This should include:

- a) A brief description of the consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.) and any variation in size over the last five years, along with a statement of the firm’s qualifications for performing the subject consulting services.
- b) A brief description of the firm’s experience with similar organizations.
- c) A brief description of the firm’s experience with writing transit related plans or surveys.

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

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

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8) **Cost Proposal**

The cost proposal shall describe both the hourly rate for consultant(s) and employees to be assigned to this contract and a summary of any other related costs that are to be billed directly and a total “not-to-exceed” bid for this proposal.

9) **Number of Copies**

## EXHIBIT “B-1”

The proposer must provide seven (7) bound copies and one (1) unbound original (suitable for reproduction) of all submittals in response to this Request for Proposals.

All proposals shall be received no later than 4:00pm, November 11, 2005 at the City of Paso Robles, 1000 Spring Street, Paso Robles, California, 93446.

All proposals shall be submitted in a sealed envelope that is clearly marked “RFP Short Range Transit Plan”.

All proposals whether selected or rejected, shall become the property of the City of Paso Robles.

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

### V. PROPOSAL EVALUATION AND SELECTION

A proposal review panel made up of members of PRT staff, Council ad hoc committee and other specially selected persons will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients will also be called. The panel will make recommendations to the City Council on the basis of the proposal, oral interview, and reference check. PRT reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

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

- Specialized experience and technical competence.
- Familiarity with type of issues and problems associated with transit agencies.
- Specific statistical and demographic related experience and qualifications.
- Understanding of and approach to scope of work/services.
- Qualifications of personnel to be assigned to this contract.
- Hourly fee schedule of staff and total bid amount.

In addition, the participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged but not required.

### VI. PAYMENT SCHEDULE

Fees shall be billed on an hourly basis for all services rendered. The consultant(s) should forward a copy of all invoices for payment of work performed and associated expenses after the

**EXHIBIT “B-1”**

presentation to the Director of Administrative Services by the fifth (5<sup>th</sup>) day of the following month.

## **I. INTRODUCTION**

The Paso Robles Transit (PRT) provides public transportation within the City of Paso Robles and a fixed route deviation outside its boundaries to the Twin Cities medical facilities. The governing body is the Paso Robles City Council who, from time to time, appoints two of its’ members to act as an “ad hoc committee” for the purpose of assisting staff with various transit issues that might arise. The ad hoc committee develops recommendations for full City Council consideration.

PRT operates fixed route and demand response transit services. The demand response, dial-a-ride, operates Monday through Friday from 6:00 a.m. to 8:00 p.m. and is provided by one vehicle. The one way fare is \$2.00 except for qualifying seniors and disabled persons who pay half fare till 6:00 p.m. All passengers pay \$3.00 per one way fare from 6:00 p.m. to 8:00 p.m. Fixed route services run from 7:00 a.m. to 7:00 p.m. Monday through Saturday. The one way fare is \$1.00 except for qualifying seniors and disabled persons who pay half fare. Fixed route services are provided through three routes, two of which run the same route in opposite directions. A recommendation was made by the recently completed North County Transit Study to create a “super loop” wherein PRT Route C which currently serves the Twin Cities medical facilities would continue south to serve the City of Atascadero and the Atascadero bus would continue north to Paso Robles. This recommendation is currently in the development stage and may be in place by January 1<sup>st</sup>.

## **II. BACKGROUND**

The goal of this project is to complete a marketing plan that offers strategies and options for enhancing the PRT image in the community, educating the public and raising awareness about the benefits of transit services offered throughout the city.

The last Short Range Transit Plan included a finding that PRT needed to develop a marketing plan. The City submitted a planning grant through the Federal Transit Administration (FTA”) section 5313 program to fund the proposed marketing plan for Paso Robles Transit. The grant application was successful and may be augmented by additional local funding.

## **III. PROJECT SUMMARY AND DESCRIPTION**

The contract for the Marketing Plan for the Paso Robles Transit will be an agreement between the PRT and the consultant(s). The PRT will provide contract administration services. The consultant(s) will invoice PRT for services rendered and PRT will pay the consultant(s) for these services. Funding for the consultant(s) services will be provided

by PRT utilizing Federal, State and/or local funding sources. The Paso Robles City Council will award the contract.

The 5313 grant is for \$30,000 including the City match of \$4,000 and may be augmented by local funding sources depending upon responses to this Request for Proposals (RFP).

Concurrently with this project is the update of the City’s Short Range Transit Plan (SRTP). It is highly desirable that coordination between the two plans be achieved. In some instances, it may be advantageous to schedule joint public meetings.

**IV. SCOPE OF WORK/SERVICES**

The scope of work is described below. The selected consultant(s) will receive general direction from the Director of Administrative Services and any staff assigned to this project.

**Task 1: Review of Current Data and Background Information:**

Consultant will review relevant background information including; Short Range Transit Plan, Triennial Performance Audit, previous transit marketing efforts and demographic and media information for the service area to develop an understanding of the Paso Robles City transit environment.

**Task 2: Conduct primary research to provide data for Market Assessment:**

Consultant will conduct a thorough market assessment study including interviews with PRT management and staff, community leaders and organizations that represent target groups and review transit facilities and services.

**Task 3: Prepare Market Assessment Report:**

The data collected through primary and secondary research efforts will be analyzed and summarized by the consultant in a Market Assessment Report which will provide the basis for the development of the Marketing Plan.

**Task 4: Create Draft Marketing Plan:**

The consultant will prepare a draft Strategic Marketing Plan that will address marketing objectives that will increase ridership and fare box revenues. These objectives include:



- Attract new customers who represent a broader cross-section of Paso Robles demographics, including non-transit dependent populations and emphasis on Hispanic population.
- Increase frequency of use by existing transit riders.
- Disperse Paso Robles Transit information in an efficient and cost effective manner.
- Improve general public’s perception of public transit.
- Introduce children and young adults to transit.
- Increase student ridership to/from North County Cuesta College.
- Increase dial-a-ride ridership.
- Increasing satisfaction and ridership frequency among current riders.
- Steps necessary to educate the public on how to access existing public transportation.
- Bus stop signage and related materials.
- Develop “kick-off” marketing campaign for the proposed “super loop”.

**Task 5:**

**Public Meeting:**

Consultant will involve the public by including a chapter specifically designed with outreach recommendations for both the English and Non-English speaking citizens. The PRT and the consultant will hold at least one (1) public meeting to receive comments and concerns from the community. The meeting will be noticed in the local newspaper in an attempt to reach members of the public. The consultant will respond to any comments from the public or local agencies. This public meeting is a forum for the community to offer personal opinion and in no way obligates the consultant to be influenced in the decision making process.

**Task 6:**

**Strategic Marketing Draft Plan Presentation:**

The Consultant will prepare a final draft report entitled, Marketing Plan for the Paso Robles Transit. The consultant will present the plan to the City Council’s ad hoc committee and to the City Council with an in-depth discussion of the recommended strategies and how they should be implemented.

There will be twelve (12) original, bound copies; one (1) camera-ready copy for easy duplication and one (1) in electronic format, preferably Adobe Acrobat.

Presentation to the City Council will take place at a regularly scheduled monthly board meeting.

**Task 7: Revise & Finalize strategic Marketing Plan:**

The Consultant will prepare the final document entitled, Strategic Marketing Plan for the Paso Robles Transit. With input from City Council, the Strategic Marketing Plan will be revised and any additional issues addressed. In addition, the consultant will be asked to provide detailed implementation guidelines, including budget estimates, timeline for implementation, specific promotional materials to be developed and staffing recommendations.

The Consultant will provide twenty (20) original, bound copies of the document; one (1) camera-ready copy for easy duplication and an electronic version, preferably in Adobe Acrobat. PRT will present the final Strategic Marketing Plan to the City Council for final adoption.

**Task 8: Develop Creative Concepts and/or Marketing Tools:**

As budget allows, develop creative concepts and/or fully produced marketing tools (ads, collateral materials, etc.) appropriate for use in implementing the strategies outlined in the plan.

**Task 9: Quarterly Reports and final Copies:**

It is a requirement of the California Department of Transportation (Caltrans) for the PRT staff to prepare a quarterly report based upon the progress of this project. The Consultant will provide the Director of Administrative Services with a brief written status report of completed tasks on this project upon request. Director of Administrative Services will indicate the deadline for each report. And will forward progress reports to Caltrans.

**V. CONTACT PERSON**

Mike Compton  
Director of Administrative Services  
City of Paso Robles  
Paso Robles, CA 93446  
(805) 237-3999  
email: mcompton@prcity.com

**VI. PROJECT TIMETABLE**

October 10, 2005.....	Issue Request for Proposals
November 11, 2005.....	Closing date for receipt of proposals
November 25, 2005.....	Contact proposer to schedule interviews, if required
December 9, 2005.....	Conduct interviews, if required; recommend Consultant
December 20, 2005.....	Contract award
December 21, 2005.....	Execute contract

Proposals must be received no later than 4:00pm on November 11, 2005. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his/her own risk. PRT will not be liable or responsible for any late delivery of proposals. **Postmarks will not be accepted.**

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

**VII. PROJECT TIMETABLE**

**A. Limitations**

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

**B. Award**

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

**C. RFP Addendum**

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

Proposers downloading the RFP from the PRT website are responsible for checking the website up to the closing date of October 21, 2005 for any addenda issued. Printed copies of the RFP and/or any addenda are only mailed out by proposer request. Addenda issued are required to be acknowledged and returned by participating proposer in order to be considered further in the evaluation process. Those proposers not acknowledging and returning addenda as required will not be considered and will be rejected as "non-responsive".

**D. Verbal Agreement or Conversation**

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

**E. Pre-contractual Expense**

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

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

In any event, PRT shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. PRT shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, on behalf or, any person or organization responding to this RFP.

**F. Signature**

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the company and also who may be contacted during the period of proposed evaluation. The proposal shall be signed by an official authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least sixty (6) day period. Execution of the contract is expected by October 11, 2005.

**G. Term**

The term of the contract will be from November 18, 2005 (execution date) to completion of the project, June 30, 2006, as agreed upon by the consultant and the Project Manager.

**H. Fiscal Out Clause**

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

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## EXHIBIT “B-2”

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In addition, the participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged but not required.

**X. PAYMENT SCHEDULE**

Fees shall be billed on an hourly basis for all services rendered. The consultant(s) should forward a copy of all invoices for payment of work performed and associated expenses after the presentation to the Director of Administrative Services by the fifth (5<sup>th</sup>) day of the following month.

**EXHIBIT C**

**AVAILABLE FOR REVIEW IN THE  
CITY CLERK'S OFFICE**