



REQUEST FOR PROPOSAL

FOR THE

MOVE Stanislaus Transportation

Mobility Management Demand Study – Business Plan

MOVE Stanislaus Transportation (MOVE) providing mobility management services, is seeking proposals from qualified consultants for a Mobility Management Demand Study-Business plan. Interested applicants are encouraged to read the requirements as listed in this RFP and submit a proposal prior to the deadline. The anticipated solicitation schedule is:

RFP Advertised:	September 25, 2018
Requests for Clarifications due:	October 9, 2018
Responses to Clarifications due:	October 16, 2018
Proposal Submission Deadline:	October 30, 2018 at 4:00 p.m. (local time)
MOVE Board of Directors Award (Anticipated):	November 16, 2018

Proposals received after the submission deadline will be rejected. MOVE is not liable for any costs associated with the preparation of a proposal in response to this RFP. Proposals and questions related to this solicitation shall be addressed to:

MOVE
Attn: Stacie Morales
3500 Coffee Rd., Suite 19
Modesto, CA 95355
Phone: (209) 522-2300
Fax: (209) 593-0803
Email: staciem@movestanislaus.org

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DEMAND STUDY AND BUSINESS PLAN
FOR MOVE STANISLAUS TRANSPORTATION

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I. PURPOSE

MOVE Stanislaus Transportation (MOVE) is soliciting proposals from qualified firms, or groups of firms, to prepare a MOVE Demand Study and Business Plan. The original foundation of MOVE was based upon a Needs Study conducted in 2009; this project will be a one-time consulting project to more thoroughly identify the demand for specific transportation services among the target population in order to guide program development for future years; the study will include a business plan for serving the demand including details such as staffing, technology needs, space requirements, etc. Proposals must be prepared and submitted in accordance with the requirements, format, and guidelines presented in this RFP document.

II. INTRODUCTION

MOVE is a nonprofit organization and the designated Consolidated Transportation Services Agency (CTSA) of Stanislaus County. MOVE is dedicated to connecting seniors, veterans and individuals with disabilities with transportation options to access medical appointments, food, and stay integrated in their community. Today the CTSA serves as a vital component of the transportation service mix in Stanislaus County offering its specialized services. We offer a variety of programs to fit the diverse needs of our clients.

TRAVEL TRAINING

MOVE's travel training program teaches participants how to independently utilize fixed route transit throughout Stanislaus County. Trainers work with individuals one-on-one and groups to train participants how to use public transit. Many of the trainees are taught how to use multiple transit systems and without the travel training program would either use a costlier form of transportation including Dial-A-Ride or simply would not be able to participate in work and/or day programs.

BRIDGES VOLUNTEER DRIVER PROGRAM

The BRIDGES Volunteer Driver Program is designed to provide specialized transportation including door-to-door and door-through-door service to persons that are unable to use public transit or Stanislaus County's existing volunteer driver programs. The program is designed to provide service to those that require transportation assistance in accessing everyday needs including: medical appointments, grocery shopping, and social activities. Riders schedule trips with volunteer drivers at their convenience. Mileage reimbursement is provided for "qualified trips".

VETSVAN VOLUNTEER DRIVER PROGRAM

The VetsVan Volunteer Driver Program was created for veterans who are homebound and require door-through-door assistance in order to meet their medical needs. Veterans who do not require assistance may use public transit or the Veteran Administration Shuttle buses to get to their medical appointments in Modesto, Livermore, Palo Alto and other VA

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facilities. Volunteers have access to two vans to provide rides to the VA medical facilities. The coordination and scheduling are managed by MOVE's VetsVan Volunteer Coordinator.

COMMUNITY CONNECTIONS

MOVE staff participate in events and presentations all over Stanislaus County. Not only do they promote their transportation services, but they are there to help with any transportation needs anyone may have. They are extremely knowledgeable about MAX, StaRT, CAT and Turlock Transit, the four public transit agencies in Stanislaus County. They are also connected with other human services agencies in order to determine the best transportation that will meet the needs for the residents and visitors to Stanislaus County.

TECHNICAL ASSISTANCE FOR OTHER HUMAN SERVICES AGENCIES

MOVE is available to assist other agencies with grant applications, compliance, and reporting processes. This technical support provides assistance to agencies in managing the complexities of Federal or State programs thus allowing them to focus on other elements of their mission. MOVE also has the resources to assist with such technical projects as the design of scheduling processes and help with vehicle procurement. Through these programs MOVE can assist in sustaining or providing new programs which are needed in Stanislaus County.

FUNDING

MOVE receives Local Transportation Funds (LTF) allocated by the Stanislaus Council of Governments (StanCOG). The LTF funds comprise the majority of the funding to operate MOVE. In addition, MOVE receives Federal Transit Administration (FTA) under section 5310. MOVE is also a recipient of Measure L funds. On November 8th, 2016 voters of Stanislaus County approved a ½ cent sales tax for Transportation (Measure L). MOVE has been included in the tax measure to provide and oversee Point-to-Point services for seniors, individuals with disabilities and Veterans funded by Measure L.

III. PROJECT INFORMATION

A. Project Objectives

To prepare a Demand Study and Business Plan, which will include: identification of current and anticipated gaps and needs in human services transportation services based on the information gathered. The business plan shall include details such as program recommendations for current and new program development, staffing, technology, and space requirements to implement or manage programs.

B. Project Description

There is a segment of the population, including seniors, veterans, and those with disabilities, that are in need of some form of transportation assistance for work, medical, shopping, and

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other trips. To fill this need, there are a multitude of human services agencies that provide transportation services to the transportation-dependent population.

The 2015 Public Transit – Human Services Coordination Plan included a list and description of agencies providing service to the transportation-dependent population and of traditional fixed-route transit services. The plan also included a service area demographic profile, an overview of public transit – human services coordination strategies, identification of transportation needs, and recommendations for improving service and achieving service coordination.

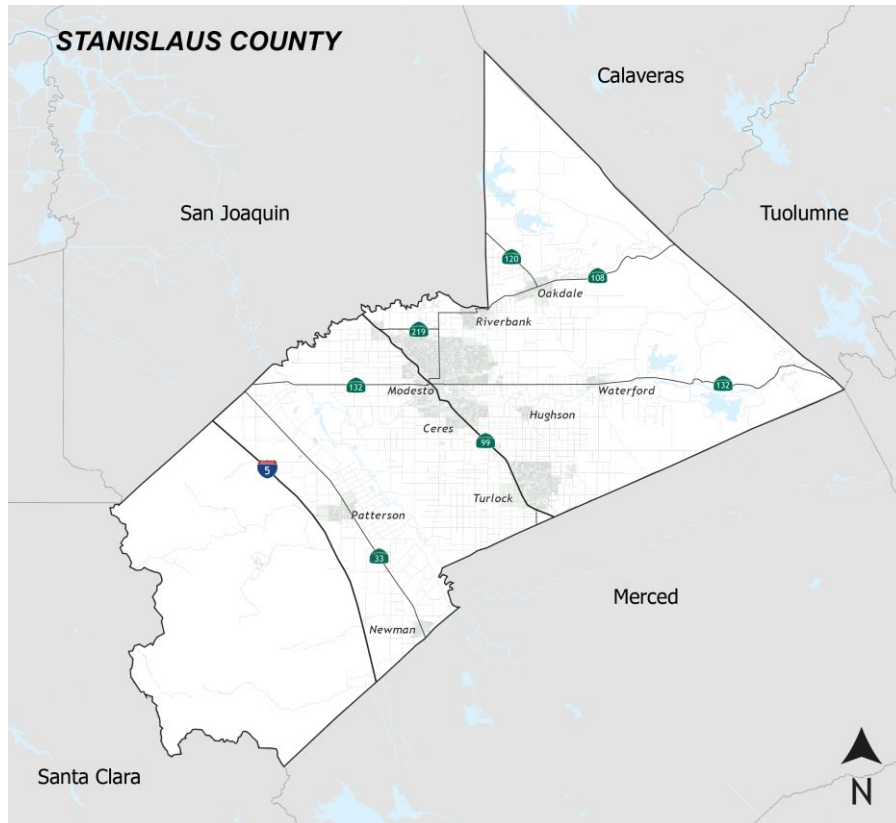
MOVE would like the Consultant to utilize the information in the Human Services Coordination plan to take the next step in researching and analyzing the transportation needs for the human services agency clients, seniors, veterans and individuals with disabilities residing in Stanislaus County.

C. Project Schedule

The Consultant shall include a Project Schedule/Work Plan that will include all Tasks/Activities with corresponding time line. The schedule should be easy to follow with general information. The Consultant shall note that the recommended time frame to submit a draft plan is 3 months. The project contract will expire on June 30, 2019.

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D. Project Study Area Map



IV. SCOPE OF SERVICES

The consultant, under the supervision of and in coordination with MOVE, will be responsible for the following tasks:

A. Project Initiation and Coordination

To establish clear direction, gain knowledge of the project and learn of expectations, the Consultant team should facilitate a kick-off meeting with MOVE staff, MOVE’s Board of Directors and StanCOG staff. The purpose of the meeting will be to set a clear project scope and schedule and to develop the approach for the effort.

- Deliverables/Tasks:*
1. *Facilitate Kick-Off Meeting*
 2. *Refine Project Scope and Schedule*

B. Outreach

The Consultant team will coordinate with MOVE staff to develop an outreach approach. The Consultant team will develop a project stakeholder list of human services agencies.

- Deliverables/Tasks:*
1. *Develop a project stakeholder list*

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E. Existing Services Profile

Using interviews and surveys, the Consultant team will describe the existing human services transportation service providers and agencies whom clients heavily rely on public and private transportation.

Deliverables/Tasks:

- 1. Develop interview questions and surveys to gather information from human services agencies*
- 2. Develop list of existing services with eligibility criteria, service delivery approach and provider detail for human services transportation providers*
- 3. Collect and analyze information to be included in the Demand Study and Business plan.*

G. Business Plan

Using information gathered during the previously described tasks including input from human services agencies, the Consultant team will identify current and anticipated human services transportation services gaps and needs. In cooperation with MOVE and the human services agencies, the Consultant team will recommend prioritized solutions, strategies, activities, and projects to improve human services transportation services efficiency and effectiveness in the region. Strategy, activity, and project prioritization shall be based upon time, resources, and feasibility of implementation.

Deliverables/Tasks:

- 1. Develop a list of human services transportation services needs*
- 2. Develop a prioritized list of enhancements for current programs*
- 3. Develop a prioritized list of potential new programs designed to meet the identified service gaps and needs.*
- 4. Develop an implementation plan for each recommended enhancement or new programs which should include: staffing, technology, startup cost, projected cost for program for three years and future sustainability.*
- 5. Develop plan for impact on MOVE structure, staffing, facility and budget needs.*
- 6. Develop a process in which human services agency may apply and received funding through MOVE for Measure L funds.*

H. Demand Study/Business Plan Document

The Consultant team will prepare a Demand Study/Business Plan document that draws together all information, evaluation, and outreach that has been conducted. The document should include recommendations including identifying potential enhancements to current programs and new programs. The document will also include an Executive Summary. The Consultant team will present a PowerPoint presentation of the draft plan to the MOVE Board of Directors and StanCOG staff, where members will provide comments to be collected by the Consultant Team to prepare the final document.

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- Deliverables/Tasks:*
- 1. Completion of a Draft Demand Study and Business Plan document*
 - 2. Prepare and present a PowerPoint presentation of the draft document to MOVE Board of Directors and StanCOG staff*
 - 3. Completion of a Final Demand Study and Business Plan document responding to comments*

V. SUBMITTAL REQUIREMENTS AND PROPOSAL CONTENT

A. Submittal Requirements

Please submit one original, four (4) copies of your proposal, and one (1) cost proposal in separate, sealed envelope. In addition, please include an electronic copy (in PDF format) of your proposal package on a CD or Flash Drive. All shall be sent to:

Stacie Morales, Chief Executive Officer
MOVE Stanislaus Transportation
3500 Coffee Road, Suite 19
Modesto, CA 95355

Proposals submitted by either facsimile or e-mail will not be accepted or considered. Submittals must be received by no later than 4:00 p.m. (local time) on October 30, 2018. Any submittals received after this time will be returned unopened to the respective consultant's firm and will not be considered for evaluation. Postmarks will not be accepted.

Submittals shall be in a sealed envelope and clearly identified on the outside to read:

1. PROJECT TITLE
2. NAME OF FIRM AND/OR TEAM
3. DATE PROPOSAL SUBMITTED
4. COST PROPOSAL
5. PACKAGE NUMBER (e.g. 1 of 2, 2 of 2, etc.) on all packages

Failure to comply with the RFP content and submittal requirements may result in disqualification. MOVE is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors contained in the submittals. If a submittal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. Errors and ambiguities in submittals, including cost estimates to perform the work, will be interpreted in favor of MOVE.

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B. Requests for Clarifications

Please direct any requests for clarifications regarding this RFP, in writing, to:

Stacie Morales, Chief Executive Officer
MOVE Stanislaus Transportation
3500 Coffee Road, Suite 19
Modesto, CA 95355
(209) 522-2300
staciem@movestanislaus.org

All request for clarifications must be addressed in writing and directed to the contact person listed above. All requests must be received no later than 4:00 p.m. (local time) on October 9, 2018. If MOVE determines that a response to a request for clarification is necessary, then a response will be issued in writing as an addendum for the benefit of all interested consultants. MOVE will not respond to any requests received after the submission deadline. MOVE will not respond with verbal clarification: all MOVE responses shall be in writing. In the absence of a response from MOVE, proposers shall do their best to provide the information requested to the best of their ability and understanding.

Oral explanations or instructions given before the award of the contract will not be binding.

C. Proposal Content

General

The submittal should be concise, well organized and demonstrate the firm and/or team's qualifications and experience applicable to the project. The submittal package shall be limited to 20 pages total (8.5"x11", regardless of single or double-sided) inclusive of resumes, graphics, cover letter, front and back cover, tabs and schedule. All required forms attached in the Appendix and cost estimate shall not be counted in the total number of pages.

Contents

At a minimum, consultants must provide the following information in response to this Request for Proposals:

1. Cover Letter

The submittal should include a letter describing the firm and/or team's interest in providing the scope of services for the project. The person authorized by the firm and/or team to negotiate a contract with MOVE shall sign the cover letter. Include the name, phone number, and e-mail address of a contact person for the proposal process.

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2. Project Understanding and Qualifications

The submittal shall include the following:

- a. Brief history of the firm and/or team, including key personnel.
- b. Names and resumes of project manager and personnel that will be assigned to this project.
- c. Organization chart of project personnel and identify any subcontractors.
- d. Description of experience (firm and/or team and project personnel) on similar mobility management/business plans. Due to the short time line for completion of projects, include experience and knowledge of agencies within Stanislaus County.
- e. Description of project management system to track project tasks, deliverables, and expenditures.
- f. Description of project approach and understanding of each Task listed. It is the Proposer's responsibility to include any work items or expand on the duties of each Task for the success of the project.
- g. Work Program Tentative Project Schedule expressed in terms of days from execution of the Consultant Services Agreement. This should include an estimate of the work hours of the various personnel involved.
- h. Client references from recent related projects and the name, address, and phone number of persons to contact.

3. Cost Proposal

The Cost Proposal/Schedule section identifies the total cost to MOVE for the proposal being implemented. The proposal must divide the project into separate functional work tasks, corresponding with the proposed Project Schedule, and provide the associated fees for the work to be done. This should include an estimate of the work hours of the various personnel involved. Personnel shall be identified by title and billing rate. Each work task should be accompanied with deliverables by work task.

The sealed Cost Proposal/Schedule of the highest ranked firm will be opened after proposals have been reviewed and ranked.

ALL cost incurred and billed to MOVE, including labor, equipment, materials, overhead, and profit shall be included within the firm and/or team's RFP Pricing element. The cost for any insurance and bonding shall be separately identified.

VI. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the criteria determined by MOVE staff and the evaluation committee, as described below. Oral Interviews may be held if determined necessary. MOVE

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reserves the right to add the consultants' interview scores into the evaluation or to select the consultant based solely upon their written proposal.

A. Staff Qualifications and Project Experience

The proposals will be evaluated based on the firm's or team's qualifications and related project experience, specifically of those assigned to the project, on similar transportation planning documents. An understanding of the work to be performed and the qualifications, experience, ability and capacity of the firm and/or team to complete the project in the time and for the budget, is paramount in the selection process. The consultant should show a strong understanding of the Stanislaus County region and its transportation environment.

VII. PROPOSAL EVALUATION STEPS AND CONTRACTING PROCESS

A. Evaluation Committee

There will be an evaluation committee selected by MOVE. Proposal documentation requirements set forth in this Request for Proposal are designed to provide guidance to the submitting firm or team concerning the type of information that shall be used by the Evaluation Committee. The firm or team shall be prepared to respond to requests by the Evaluation Committee for any oral presentations and other items deemed necessary to assist in the detailed evaluation process.

B. Evaluation of Proposals

The objective of this evaluation is to perform a thorough and fair assessment of each firm's or team's responses and facilitate the selection of a proposal (or proposals) that best satisfies MOVE's requirements. MOVE reserves the right to, without qualification, to:

1. Reject all proposals;
2. Exercise discretion and apply its judgement with respect to any proposals submitted;

C. Evaluation Steps

It is anticipated that the Evaluation Committee will take the following steps in evaluating proposals; however, a strict observance to the Evaluation Steps is not required.

- Step 1 Review and evaluate all received proposals
- Step 2 Short-list the top 2 to 4 proposals
- Step 3 Conduct Consultant Interview(s); Interviews conducted only if needed
- Step 4 Rank Proposals
- Step 5 Provide Recommendation of Award to MOVE Board of Directors

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The Evaluation Committee shall be responsible for performing the evaluation of each proposal, including an evaluation of the Cost Proposal.

D. Evaluation Criteria

The Evaluation Committee will review all proposals submitted on time. The committee will evaluate the proposals and make a selection based on the following criteria:

- a) Relevant experience of the key personnel assigned to the project (up to 20 points),
- b) Qualifications of the Firm, including relevant experience with projects of this type (up to 15 points),
- c) Experience conducting mobility management demand studies and business plans (up to 20 points),
- d) Clarity on approach to complete all tasks, including schedule, budget, and scope of work (up to 20 points),
- e) Project understanding (up to 15 points),
- f) Strong understanding of the Stanislaus County region and its transportation environment (up to 10 points).

VIII. TENTATIVE SCHEDULE FOR CONTRACT AWARD

RFP Advertised	September 25, 2018
Requests for Clarifications due ¹	October 9, 2018
Responses to Clarifications	October 16, 2018
Proposals Submission Deadline	October 30, 2018
MOVE Board of Directors Award (Anticipated)	November 16, 2018
Completion of Agreement/Notice to Proceed (Anticipated)	December 1, 2018
Project Draft Due (Anticipated)	March 1, 2019

¹Questions shall be submitted in writing to Stacie Morales at staciem@movestanislaus.org on or before 4:00 pm (local time), October 9, 2018.

MOVE reserves the right to modify this schedule in any way, and at any time, during the consultant evaluation and selection process, as determined by the MOVE Chief Executive Officer.

IX. ADDITIONAL REQUIREMENTS, POLICIES, TERMS AND CONDITIONS

A. MOVE Affirmative Action Policy

MOVE does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical disability, or ownership by women or minorities.

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B. Cost of Preparation of Proposals and Contract

MOVE shall not pay any costs incurred in the consultant's proposal preparation, printing, demonstration process, or contract negotiation activities. All such costs shall be borne by the respective consulting firm.

C. Rights of Pertinent Materials

All responses, inquiries, and correspondence relating to the Request for Qualifications, and all reports, charts, coverage maps, displays, exhibits, and other documentation produced by the consultant's firm and submitted as part of their proposal shall become the property of MOVE after the proposal submission deadline.

Material that is confidential or proprietary should be marked "Confidential" or "Proprietary". After the contract is awarded to the successful firm, all submitted materials become public information unless marked "Confidential" or Proprietary."

D. Modification to Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of MOVE. In the event that any additional services are required as identified herein, MOVE reserves the right to add such services by amending the awarded Contract.

E. Right to Reject Proposal

MOVE reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposal as MOVE may deem necessary.

F. Exceptions

The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

G. Award

MOVE reserves the right to award this contract to the firm and/or team whose total aggregate proposal is most responsive to the need of MOVE. An evaluation of the firm and/or team's ability, quality, and performance on previous or current contracts will be used in addition to total cost as a basis of award for any resultant contract.

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H. Irregularities

MOVE reserves the right to waive any informalities or minor irregularities in connection with proposals received.

I. Form Agreement, Exceptions, and Alternatives

The Agreement in Appendix A to this RFP and, by this reference, made a part hereof, contains terms and conditions that apply to the performance of this work. If the firm and/or team suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful firm or team will be expected to sign the Agreement upon award of contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. MOVE expressly reserves the right, in its sole discretion, to: (1) reject a proposal containing any exception or alternatives as non-conforming; or (2) accept any proposal alternative or exception and to award a contract based there on if determined to be in the best interest of MOVE.

J. Contract Award

Within sixty (60) days after the proposal due date, MOVE may award a contract to the most qualified firm and/or team, subject to the right of MOVE to reject all proposals, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of MOVE, if required to evaluate proposals or for such other purposes as MOVE may determine, unless the firm and/or team objects to such extension in writing with his proposal.

**MOVE STANISLAUS TRANSPORTATION WILL NOT ACCEPT A PROPOSAL FAILING TO COMPLY
WITH ANY OF THE REQUIREMENTS STATED IN THIS REQUEST FOR PROPOSAL.**

APPENDIX A

SAMPLE AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT
between
MOVE STANISLAUS TRANSPORTATION,
and

THIS AGREEMENT is made and entered into as of _____, 201__ by and between MOVE Stanislaus Transportation, a California nonprofit public benefit corporation, hereinafter referred to as “MOVE,” and _____, hereinafter referred to as “CONSULTANT”.

WITNESSETH

WHEREAS, MOVE desires to provide professional support and transportation services to local agencies and MOVE desires to retain and employ the services of CONSULTANT to provide those services; and

WHEREAS, CONSULTANT is uniquely trained, experienced, competent and qualified to perform such professional services required by this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1.0. SCOPE OF SERVICES

1.1. The work to be performed by CONSULTANT is specified in Exhibit “A,” “Scope of Services” and the approved CONSULTANT’s Cost Proposal dated _____, specified in Exhibit “B,” “Cost Proposal” both of which are attached hereto and incorporated by reference.

1.2. Services and work provided by the CONSULTANT at MOVE’s request under this AGREEMENT shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.

1.3. CONSULTANT must be expressly authorized to perform any of the required services under this AGREEMENT by the Chief Executive Officer of MOVE or a designated representative, who shall administer this AGREEMENT. CONSULTANT shall report progress of work on a monthly basis or as determined by the Chief Executive Officer or a designated representative.

2.0. TERM

2.1. CONSULTANT's services herein under shall commence upon MOVE’s written authorization to proceed and shall be completed according to a mutually agreed-upon schedule

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for services and work as identified in Exhibit “A” unless terminated or extended as hereinafter provided.

3.0. TERMINATION

3.1. MOVE may terminate this AGREEMENT, in whole or in part, at any time prior to completion by CONSULTANT of the work specified in Exhibit “A”, upon five (5) calendar days written notice to CONSULTANT. Upon receipt of written notice of such termination, CONSULTANT shall promptly cease all services on this project, unless otherwise directed by MOVE in writing.

3.2. This AGREEMENT shall terminate automatically upon CONSULTANT’s bankruptcy, insolvency or death.

3.3. All supporting studies, data, reports, plans, correspondence and other written, printed or tabulated material pertaining in any way to work performed, accumulated or generated by CONSULTANT pursuant to this AGREEMENT, whether finished or not, shall become the property of MOVE and shall be delivered within ten (10) days of receipt of notice of termination by MOVE.

3.4. After all documents are received from CONSULTANT, MOVE shall pay CONSULTANT the sum due for work performed in accordance with Section 3.6.

3.5. CONSULTANT may terminate this AGREEMENT if MOVE fails to make any undisputed payment to CONSULTANT when due in accordance with this AGREEMENT and such failure remains uncured for thirty (30) days after written notice to MOVE of such default and of Consultant’s intent to terminate.

3.6. If this AGREEMENT is terminated by either party, MOVE shall pay CONSULTANT the sum due for work performed as of the date notice of termination is received for which payment has not been made. In no event shall this sum exceed _____ 00/100 (\$AMOUNT). Such payment shall be CONSULTANT’s sole and exclusive compensation and MOVE shall have no further liability or obligation to CONSULTANT for any other compensation, including without limitation, anticipated profit, prospective losses or consequential damages of any kind.

4.0. COMPENSATION AND METHOD OF PAYMENT

4.1. CONSULTANT shall perform all work described in Exhibit “A” of this AGREEMENT and receive compensation on a time and materials basis for all work performed in accordance with Exhibit “A” of this AGREEMENT. MOVE shall pay CONSULTANT on the basis of the progress as reported by authorized activities and hours expended.

4.2. The CONSULTANT will be reimbursed for hours worked at the hourly rate specified in the approved Cost Proposal.

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4.3. Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid CONSULTANT under this AGREEMENT exceed the sum of _____ 00/100 (\$AMOUNT).

4.4. MOVE shall make payment monthly to CONSULTANT within thirty (30) calendar days of receipt of an acceptable invoice. Payment shall be based on the hours reported by the CONSULTANT. All invoices shall not be more often than monthly and shall be made in writing and delivered, mailed, or faxed to MOVE as follows:

MOVE Stanislaus Transportation
3500 Coffee Road, Suite 19
Modesto, CA 95355
FAX (209) 593-0803
Attention: Stacie Morales

4.5. Except as expressly provided in this AGREEMENT, CONSULTANT shall not be entitled to nor receive from MOVE any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this AGREEMENT. Specifically, CONSULTANT shall not be entitled by virtue of this AGREEMENT to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

4.6. CONSULTANT shall be reimbursed for travel, lodging, meals, and incidentals where travel is authorized and required by MOVE for the performance of CONSULTANT's services. Receipts for travel expenses will not be required at time of invoicing; however, all charges must be exclusively for services performed for this AGREEMENT and a hard copy audit trail available upon request.

4.7. Unless otherwise provided in Exhibit "A", CONSULTANT shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for CONSULTANT to provide the services identified in Exhibit "A" of this AGREEMENT. MOVE is not obligated to reimburse or pay CONSULTANT for any expense or cost incurred by CONSULTANT in procuring or maintaining such items. Responsibility for the costs and expenses incurred by CONSULTANT in providing and maintaining such items is the sole responsibility and obligation of CONSULTANT.

4.8. MOVE will not withhold any Federal or State income taxes or Social Security tax from any payments made by MOVE to CONSULTANT pursuant to this AGREEMENT. MOVE has no responsibility or liability for payment of CONSULTANT'S taxes or assessments.

4.9. All Subcontracts in excess of \$25,000 shall contain the provisions contained in this Section 4.

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5.0. CHANGES AND EXTRA SERVICES

5.1. MOVE and CONSULTANT may mutually agree to changes in the services to be performed by CONSULTANT. All such changes shall be incorporated in written change orders which shall specify the changes ordered and the adjustment of compensation and completion time required thereof. All change orders shall be executed by the Chief Executive Officer of MOVE or a designated representative, and CONSULTANT.

5.2. Any services added to the scope of this AGREEMENT by a change order shall be executed under all applicable conditions of this AGREEMENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed change order.

6.0. INSURANCE

6.1. CONSULTANT shall, at its own expense, procure and maintain in effect at all times during this AGREEMENT, insurance coverage provided by a California admitted insurer licensed to transact business in California, as least as broad as hereinafter provided, including insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services set forth in Exhibit "A" of this AGREEMENT by the CONSULTANT or CONSULTANT's agents, representatives, employees, or subcontractors as follows:

A. General Liability.

Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than ONE MILLION DOLLARS (\$1,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act by CONSULTANT under this AGREEMENT or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability Insurance.

If the CONSULTANT or the CONSULTANT's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this AGREEMENT, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury damage with limits of no less that ONE MILLION DOLLARS (\$1,000,000) per incident or occurrence, and providing property damage liability of no less that TWO HUNDRED FIFTY THOUSAND DOLLARS \$250,000 per incident or occurrence.

C. Workers' Compensation Insurance.

Workers' Compensation Insurance as required by the California Labor Code. In signing this AGREEMENT, the CONSULTANT certifies under section 1861 of the California Labor Code that CONSULTANT is aware of the provisions of section 3700 of the Labor Code which

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requires every employer to be insured against liability for workmens' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the CONSULTANT will comply with such provisions before commencing the performance of the work of this contract, as necessary.

D. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00).

6.2. Deductibles, Self-Insured Retentions, Named Insured. Any deductibles, self-insured retentions, or name insureds must be declared in writing and approved by MOVE.

6.3. Other Insurance provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages.

Endorsements providing that such insurance is the primary insurance and no insurance of MOVE will be called upon to contribute to a loss.

The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverage.

Each insurance policy required by this paragraph shall not be altered, suspended, voided, or canceled by either party, or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to MOVE.

Any failure of CONSULTANT to comply with reporting provisions of the policies shall not affect coverage provided to MOVE or MOVE's board members, officers, employees, or volunteers.

6.4. Verification of Coverage. Prior to performing any term or condition of the AGREEMENT, CONSULTANT shall furnish MOVE with evidence of insurance effecting coverage required by this section.

6.5. Subcontractors. All insurance coverage for subcontractors shall be subject to all of the insurance and indemnity requirements stated herein.

7.0. STATUS OF CONSULTANT

7.1. All acts of the CONSULTANT, its agents, officers, employees, and all others acting on behalf of the CONSULTANT relating to the performance of this AGREEMENT, shall be performed as independent contractors and not as agents, officers, or employees of MOVE. CONSULTANT has full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT who are assisting in performance of services under this AGREEMENT. CONSULTANT shall be responsible for its own acts and those of its agents and employees during the term of this AGREEMENT. CONSULTANT, by virtue of this AGREEMENT, has no authority to bind or incur any obligation on behalf of MOVE. Except as

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expressly provided in Exhibit “A”, CONSULTANT has no authority or responsibility to exercise any rights or power vested in MOVE. No agent, officer, or employee of MOVE is to be considered an employee of the CONSULTANT. It is understood by both CONSULTANT and MOVE that this AGREEMENT shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

7.2. CONSULTANT, its agents, officers, and employees are and at all times during the term of this AGREEMENT, shall represent and conduct themselves as independent contractors and not as employees of MOVE.

7.3. If in the performance of this AGREEMENT, CONSULTANT employs any third persons, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law, shall be determined by the CONSULTANT.

7.4. It is understood and agreed that as an independent contractor and not an employee of MOVE, neither the CONSULTANT nor CONSULTANT’s assigned personnel shall have any entitlement as a MOVE employee, right to act on behalf of MOVE in any capacity whatsoever as an agent, or to bind MOVE to any obligation whatsoever.

7.5. It is further understood and agreed that CONSULTANT must issue W-2 forms or the forms as required by law for income and employment tax purposes for all of CONSULTANT’s assigned personnel under terms and conditions of the AGREEMENT.

7.6. As an independent contractor, CONSULTANT hereby indemnifies and holds MOVE harmless from any and all claims that may be made against MOVE based upon any contention by any third party that employer-employee relationship exists by reason of this AGREEMENT except where MOVE controls, directs, supervises or trains CONSULTANT’s employees.

7.7. A material covenant of this AGREEMENT is that CONSULTANT shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of CONSULTANT. The designated individuals shall, so long as their performance continues to be acceptable to MOVE, remain in charge of the work and services as identified in Exhibit “A” from beginning through completion.

A. Project Manager: _____

B. Environmental Manager: _____

8.0. DEFENSE AND INDEMNIFICATION

8.1. CONSULTANT, its agents, officers, and employees shall defend, indemnify, and hold harmless MOVE, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from, or in connection with the performance of this

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AGREEMENT, including the negligent or wrongful acts in the performance of this AGREEMENT, by CONSULTANT or CONSULTANT's agents, officers, employees and subcontractors, or any of them. CONSULTANT's obligation to defend, indemnify, and hold MOVE, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. CONSULTANT's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any negligent or wrongful act or omission of the CONSULTANT, its agents, employees, or any one directly or indirectly employed by any of them.

8.2. CONSULTANT's obligation to defend, indemnify, and hold MOVE, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirements in this AGREEMENT for CONSULTANT to procure and maintain a policy of insurance.

8.3. To the extent permitted by law, MOVE shall indemnify, hold harmless and defend CONSULTANT and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of or resulting from any negligence or wrongful acts of MOVE and its officers, or employees in the performance of this AGREEMENT.

8.4. Notwithstanding any other provision of this AGREEMENT, the total aggregate liability of CONSULTANT arising out of the breach of this AGREEMENT shall not exceed the CONSULTANT'S contract value paid under this AGREEMENT. CONSULTANT and MOVE shall not be liable to each other for indirect or consequential damages, including loss of use, revenue or profit, if such damages are asserted on the basis of breach of contract. The waiver of liability shall not apply to such damages as may be incurred and claimed by MOVE.

9.0. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

9.1. Any licenses, certificates, or permits required by the Federal, State, County, or local governments for CONSULTANT to provide the services and work described in Exhibit "A" must be procured by CONSULTANT and valid at the time CONSULTANT enters into this AGREEMENT. Further, during the term of this AGREEMENT, CONSULTANT must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONSULTANT at no expense to MOVE.

10.0. **MOVE PROPERTY**

10.1. All data, reports, surveys, studies, drawings, and other documents and materials made available to CONSULTANT by MOVE for use by CONSULTANT in the performance of its services under this AGREEMENT shall be made available for information

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only and shall be returned to MOVE at the completion or termination of this AGREEMENT, if so requested by MOVE.

10.2. CONSULTANT shall be entitled to reasonable rely upon the accuracy and completeness of MOVE and others records and information provided to CONSULTANT. CONSULTANT shall not be held responsible for reasonable reliance on documentation/data, and reports provided by MOVE or others where defects or deficiencies are later found in such work. CONSULTANT will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any future project since these efforts are solely MOVE's and others responsibility.

10.3. All drawings, designs, specifications, manuals, reports, studies, surveys, models, and any other documents, materials, data, and products prepared by CONSULTANT in connection with the services under this AGREEMENT shall be the property of MOVE and copies shall be delivered to MOVE upon completion of the work, upon request by MOVE, or upon termination of this AGREEMENT. CONSULTANT shall be responsible for the preservation of any and all such documents, materials, data, and products prior to transmittal to MOVE; and CONSULTANT shall replace any such documents, materials, data and products as are lost, destroyed, or damaged while in its possession without additional cost to MOVE. CONSULTANT shall not sell any of the above documents and products prepared by CONSULTANT under this AGREEMENT to any other party without the express written consent of MOVE. Any third party use of documents and materials prepared by CONSULTANT or the CONSULTANT's subcontractors in execution of this AGREEMENT should reference CONSULTANT as the preparer of that document or material. At the termination of the AGREEMENT, CONSULTANT will convey possession and title to all such properties to MOVE.

11.0. **COPYRIGHTS**

11.1. CONSULTANT shall be free to copyright material developed under this AGREEMENT with the provision that MOVE and the funding agencies reserve a royalty-free non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the material for government or public purposes. MOVE and the funding sources shall be credited on all materials developed under this contract.

12.0. **SUBCONTRACTS**

12.1. CONSULTANT shall not subcontract all or any portion of its services under this AGREEMENT without the prior written approval of the Chief Executive Officer of MOVE, and any attempt shall be void and unenforceable. In the event that CONSULTANT enters into one or more subcontracts pursuant to this article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to CONSULTANT and MOVE shall have no obligation to them.

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12.2. CONSULTANT shall include all provisions of this AGREEMENT, modified only to show the particular contractual relationship, in all its subcontracts connected with carrying out its AGREEMENT, except contracts for standard commercial supplies of raw materials. No subcontract shall include a cost plus a percentage of cost method of payment.

13.0. ASSIGNMENT OF AGREEMENT

13.1. CONSULTANT shall not assign or subcontract this AGREEMENT, or any part thereof without prior express written consent of MOVE, and any attempt shall be void and unenforceable. Further, CONSULTANT shall not assign any monies due or to become due under this AGREEMENT without the prior written consent of MOVE.

14.0. EQUAL EMPLOYMENT OPPORTUNITY

14.1. In connection with the performance of services provided for under this AGREEMENT, it is agreed that CONSULTANT, its agents, officers, and employees shall not, on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical or mental disability, legally-protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws, unlawfully discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

14.2. CONSULTANT and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations.

14.3. In the event of CONSULTANT's noncompliance with the nondiscrimination clause of this AGREEMENT or with any such rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further MOVE contracts.

14.4. CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work.

15.0. NONDISCRIMINATION CIVIL RIGHTS ACT OF 1964

15.1. CONSULTANT shall comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, as amended.

16.0. PROHIBITED INTEREST

16.1. No member, officer, or employee of MOVE, during his/her tenure or for one year prior to or thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof. No member of or delegate to the Congress of the United States or the Legislature of the State of California shall be admitted to have any share or part of this AGREEMENT or to any benefit arising therefrom. The date of determination shall be the date of AGREEMENT execution.

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16.2. CONSULTANT warrants that it has not employed nor retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, MOVE shall have the right to terminate this AGREEMENT without liability.

17.0. CONFLICTS

17.1. CONSULTANT hereby certifies that it presently has no interest and shall not acquire any financial or business interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed by CONSULTANT.

17.2. CONSULTANT further certifies that it has made a complete disclosure to MOVE of all the facts bearing upon any possible financial, business, or other interest, direct or indirect, which it believes any member of MOVE, other officer, agent or employee of MOVE presently has, or will have in this AGREEMENT, in the performance thereof, in any portion of the profits thereunder, or in any ensuing MOVE construction project. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MOVE.

17.3. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Section 17.

18.0. COVENANT AGAINST CONTINGENCY FEES

18.1. The CONSULTANT warrants that it has not employed nor retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this AGREEMENT. For breach or violation of this warranty, MOVE shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19.0. LAWS AND REGULATIONS

19.1. CONSULTANT shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of the Federal, State or local government, and any agency of such government, including, but not limited to the Federal Highway Administration, Caltrans, and the Office of Management and Budget (OMB) which relate to or in any manner affect the performance of this AGREEMENT. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MOVE as a recipient of

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Federal or State funds are hereby imposed on CONSULTANT including, but not limited to, OMB Circular A-102 Attachment O as referenced in 23 CFR 172.7 which are herein incorporated by this reference and made a part thereof.

20.0. RECORDS AND AUDIT

20.1. CONSULTANT shall retain and maintain all writings, documents, and records prepared in connection with the performance of this AGREEMENT for a minimum of four (4) years from the termination or completion of the AGREEMENT. This includes any handwriting, typewriting, printing, photocopying, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

20.2. Any authorized representative of MOVE shall have reasonable access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by CONSULTANT. Further, MOVE has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this AGREEMENT.

20.3. Subcontracts in excess of \$25,000 shall contain this Section 20.

21.0. WAIVER OF DEFAULT

21.1. Waiver of any default by either party to this AGREEMENT shall not be deemed a waiver of any subsequent default. Waiver or breach of any provision of this AGREEMENT shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this AGREEMENT unless modified pursuant to the terms of this AGREEMENT.

22.0. FORCE MAJEURE

22.1. Neither party shall be in default by reason of any failure in performance of this AGREEMENT if such failure arises out of causes beyond their control and without the fault or negligence of said party, including, without limitation, the following: (1) Acts of God; (2) war; (3) terrorism or other acts of public enemy; (3) strikes and other labor difficulties. If the performance of any obligation hereunder is prevented or delayed due to a cause in the preceding sentence, the time for performance or observance will be extended for the period that the action is delayed or prevented by the cause.

23.0. RESOLUTION OF CONFLICT

23.1. All questions pertaining to the validity and interpretation of this AGREEMENT shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State. Any dispute not resolved by informal arbitration between the parties to this contract may be adjudicated in a court of law under the laws of the State of California.

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24.0. **SEVERABILITY**

24.1. If any portion of this AGREEMENT or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State, or local statutes, ordinances, or regulations the remaining provisions of this AGREEMENT or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this AGREEMENT are severable.

25.0. **AMENDMENT**

25.1. This AGREEMENT may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this AGREEMENT and attached to the original AGREEMENT to maintain continuity.

26.0. **NOTICES**

26.1. Except for invoices submitted by CONSULTANT pursuant to this AGREEMENT, any notice, communication, amendments, additions, or deletions to this AGREEMENT including change of address of either party during the term of this AGREEMENT which CONSULTANT or MOVE shall be required or may desire to make, shall be in writing and may be personally served, faxed, or sent by prepaid first class mail to the respective parties as follows:

To MOVE:

MOVE Stanislaus Transportation
3500 Coffee Road, Suite 19
Modesto, CA 95355
FAX: (209) 593-0803
Attention: Stacie Morales

To CONSULTANT:

Attention: _____

27.0. **ENTIRE AGREEMENT**

27.1. This AGREEMENT contains the entire AGREEMENT of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties hereto. CONSULTANT and MOVE represent that, in entering

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this AGREEMENT, they have not relied on any previous representations, inducements, or understandings of any kind or nature.

28.0. BENEFIT OF AGREEMENT

28.1. This AGREEMENT shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereto as of the day and year written above.

**MOVE Stanislaus Transportation,
a California Nonprofit Public Benefit
Corporation**

Stacie Morales
Its Chief Executive Officer

Its _____

Date _____

Date _____