

# REQUEST FOR PROPOSALS

## NORTHWEST CALIFORNIA ALTERNATIVE TRANSPORTATION FUELS READINESS PROJECT

Issued by

Mendocino Council of Governments  
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Ukiah, CA 95482  
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[www.mendocinocog.org](http://www.mendocinocog.org)

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## INTRODUCTION

### A. THE REGION

Mendocino Council of Governments (MCOG) is the Regional Transportation Planning Agency for the rural Mendocino countywide region along the North Coast of California. Often MCOG coordinates with neighboring jurisdictions on matters of mutual interest or concern.

In Mendocino County, State Routes 1 and 101 are the north-south corridors, and State Routes 20 and 128 are major east-west corridors. Air quality in the Mendocino County Air Quality Management District (MCAQMD) is generally good; vehicles represent one of the largest sources of emissions in the district. The region is still in economic recovery and fuel costs are an important factor considering the distances that many people cover daily. Tourism is a major driver of the economy, so many local businesses seek to attract visitors, especially from the urbanized areas to the south. Over the past four decades, Mendocino County residents have been leaders in renewable energy and alternate-fuel transport, with a spirit of innovation and self-reliance, local community identities, and strong environmental values.



The Northwest California Alternative Transportation Fuels Readiness Project brings together a highly qualified group with multi-disciplinary representation. The project team includes project applicant the Redwood Coast Energy Authority (RCEA), a joint powers authority in Humboldt County, the Schatz Energy Research Center (SERC) at Humboldt State University (a university research group), the North Coast Unified Air Quality Management District (a regional air district), the Siskiyou County Economic Development Council (an economic development organization), and MCOG. This team has the technical expertise in alternative fuels and transportation planning and the public leadership and coordination skills necessary to craft and implement an effective alternative fuels readiness plan.

### B. ORGANIZATION & MANAGEMENT

MCOG has a subcontract with Redwood Coast Energy Authority (RCEA) to conduct the portion of work in Mendocino County. MCOG will engage a consultant for the bulk of this work and report to RCEA, who reports to the California Energy Commission (CEC) under the grant. MCOG's portion is being managed under its Administrative and Fiscal Services division.

### C. PREVIOUS WORK RELEVANT TO PROJECT

This will be MCOG's first involvement with energy and alternative fuels other than electric vehicles; however, the following projects are somewhat relevant.

Mendocino County Zero Emission Vehicle (ZEV) Regional Readiness Plan (Phase I), completed in 2013 in cooperation with Mendocino County Air Quality Management District (MCAQMD). The Plan is available at [http://www.mendocinocog.org/reports\\_projects.shtml](http://www.mendocinocog.org/reports_projects.shtml).

Zero Emission Vehicle Demonstration Project, Phases I and II, in MCOG's Planning Program, FY 1996/97, 1997/98, and 1998/99, funded by MCOG and California Energy Commission, with numerous in-kind contributions.

EVs for Education Program sponsored by MCAQMD and State of California Air Resources Board, assisted by Mendocino Clean Air Transportation Coalition, 2000-2001.

#### D. PURPOSE & GOALS

The Northwest California Alternative Transportation Fuels Readiness Project will develop a readiness plan for five rural counties in northwest California (Del Norte, Siskiyou, Humboldt, Trinity, and Mendocino). The plan will provide strategies for the deployment of alternative fuel infrastructure and will identify activities to encourage the adoption of alternative fuel vehicles in the region. The goal of this project is to create a coordinated effort throughout the Northwest Region that supports the successful introduction of alternative fuel vehicles, wise and effective deployment of alternative fuel infrastructure, and the development of a robust market for alternative fuels. This will be accomplished by conducting a strategic assessment of the barriers to and opportunities for regional adoption of alternative fuels, and by developing and implementing a targeted outreach program in the region designed to promote alternative fuels and surmount the most critical barriers. Project success will hinge on a strong technical analysis and robust stakeholder engagement.

The State of California has set ambitious goals for reducing greenhouse gas emissions through the adoption of a low carbon fuel standard and the promotion of renewable and alternative fuels for transportation. The purpose of this project is to assess the opportunity for low carbon fuel commercialization and adoption in the local context of the Northwest Region and to integrate these local nuances into a strategic planning and outreach effort that effectively enhances the uptake of alternative fuels in the region.

The project will help prepare public entities for the introduction of alternative fuel infrastructure, thereby helping to accelerate the commercialization of alternative and renewable fuels. This effort will help the region meet its share of the State's low carbon fuel standard goals while simultaneously providing economic development, air quality, and energy sustainability benefits to the region. The project will include an analysis of region-specific opportunities and barriers for development of AF markets, engagement with key stakeholders, development of a strategic plan for regional AF market development, and development of outreach materials and activities. The project will address the following alternative, low carbon fuels: electricity, natural gas, hydrogen, and biofuels.

#### C. FUNDING & BUDGET

California Energy Commission (CEC) grant funds, from the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) under Assembly Bill 118, have been awarded to RCEA and a portion is subcontracted for this project to MCOG. A total of **\$15,000** is available for a contractor to perform the work described herein, with support from MCOG staff.

Consultant shall be bound by the terms and conditions in that certain agreement between RCEA and CEC, Grant Award Number: ARV-13-012. A copy of said contract is on file with RCEA and MCOG. Refer also to the attached pro forma contract.

## SCOPE OF WORK

### A. RESPONSIBILITIES OF MCOG

#### **Project Administration**

- Procure consultant and execute contract
- Coordinate with project partners and consultant
- Act as project manager; prepare and submit periodic reports to RCEA
- Act as fiscal manager; prepare and submit grant invoices to RCEA
- Review and comment on draft products
- Generally provide guidance and support.

#### **Task 2.1: Assess Alternative Fuels and Deployment**

MCOG will work with local agencies in MCOG's regional jurisdiction to identify existing planning, permitting, and inspection requirements for relevant alternative fuels.

#### **Task 2.3: Develop Strategic Plan**

MCOG will assist with the development of a strategic plan advisory group and with the preparation of the Strategic Plan.

#### **Task 2.4: Assess and Develop Training Materials**

MCOG will assist with the development of a training materials task force, attend at least one pilot training for relevant stakeholders, and make training materials publicly available with MCOG as the point of contact.

#### **Task 2.5: Communication of Alternative Fuels Benefits**

MCOG will assist with the development of a fuel distribution working group and attend at least one regional symposium that connects fuel suppliers and customers.

#### **Task 2.6 Prepare Alternative Fuels Readiness Plan**

MCOG will assist RCEA with drafting a regional alternative fuels readiness plan based in part on activities conducted in tasks 2.1 through 2.5.

### B. RESPONSIBILITIES OF CONSULTANT

#### **Task 2.2 Analyze Incentives**

Percent of Total Consultant Effort: 15%

Under guidance from the project team, Consultant will assist in the analysis of existing and potential incentives for increased usage of alternative fuels in the region; by methods such as:

- Identify potential stakeholders with complementary incentives under existing programs related to air quality, soil contamination/brownfield remediation, and resilience/hazard mitigation
- Identify and evaluate challenges to implementation of the incentives within MCOG's regional jurisdiction
- Recommend policies that may lead to increased alternative fuel usage within MCOG's regional jurisdiction.

<b>Task 2.2 Deliverables to MCOG</b>
List of agency resources with contact information
Summary of at least three stakeholder interviews with incentives identified
Draft policy recommendation concepts

### **Task 2.3 Develop Strategic Plan for Alternative Fuel Market Development**

Percent of Total Consultant Effort: 15%

Under guidance from the project team, Consultant will assist with the development of a strategic plan to increase procurement and commercialization of alternative fuels in the region; by methods such as:

- Recommend members for a stakeholder advisory group, by assisting MCOG with identifying and reaching out to potential stakeholders (Consultant will recruit under guidance from MCOG but the final selection process will be made by the Lead Project Agencies)
- Conduct interviews with local regulatory, permitting, and safety agencies to identify policies and procedures that can help promote alternative fuels.

<b>Task 2.3 Deliverables to MCOG</b>
List of potential advisory group stakeholders
Summary of interviews and/or meetings with prioritized feedback and recommendations on policies and procedures

### **Task 2.4 Assess and Develop Training Materials**

Percent of Total Consultant Effort: 10%

Consultant will contribute to a Task Force effort to coordinate and develop alternative fuels training materials and/or classes for events conducted by the project team, targeting fleet operators, planners, first responders, and decision-makers. Events will include at least one pilot training on alternative fuel infrastructure development for fleet operators, planners, first responders, and/or decision-makers using materials developed for Task 2.5 in the five-County project region, and at least one pilot consultation with fleet operators to assess increased alternative fuel vehicle fleet adoption. Consultant tasks include:

- Identify participants
- Distribute promotional materials

- Attend at least pilot training and one pilot consultation
- Summarize input received on training needs.

<b>Task 2.4 Deliverables to MCOG</b>
List of participants, outreach materials, flyers, emails, invitations, etc.
Summary of feedback on training needs identified in MCOG's jurisdictional region

### **Task 2.5 Communicate Alternative Fuels Benefits**

Percent of Total Consultant Effort: 60%

RCEA and the project team will develop materials and strategies that communicate the benefits of alternative fuels to targeted groups and will assist alternative fuel wholesalers/retailers and/or others in the product chain, with the intent of increasing the availability of and demand for alternative fuels.

RCEA and the project team will conduct and Consultant will assist in support of the following tasks:

- Engage relevant fuel distribution stakeholders regarding the benefits of alternative fuel adoption
- Engage existing petroleum distributors to explore opportunities for product diversification with alternative fuels
- Develop a high-priority list of decision-makers and fleet operators that directly impact alternative fuel market development
- Conduct outreach that engages with members of the high-priority decision-makers and fleet operators list
- Work with local government to identify ways to attract alternative fuel wholesales/retailers
- Conduct a Northwest California alternative fuel symposium that presents trends, showcases viable technologies, and builds connections between suppliers and customers
- Work with regional fleet operators to secure preliminary alternative fuel purchase commitments in order to demonstrate the potential for alternative fuel demand.

<b>Task 2.5 Deliverables to MCOG</b>
Summary of prioritized feedback and recommendations from interviews, meetings with Working Group members and other contacts, and symposium

## PROPOSAL REQUIREMENTS

### A. CONTENT

Contact Information. In a transmittal letter or introduction, include the name, title, address, phone number, email address, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer, and who may be contacted during the period of proposal evaluation.

Project Management. Designate by name the project manager to be assigned to this project. The selected contractor shall not cause the substitution of the project manager without MCOG's prior written approval.

Approach and Methods. Describe the overall understanding of and approach to the project, specific techniques or methods that can be expected to be used, as well as any specific project management and technical abilities. Itemize a time schedule for major tasks and deliverable products. Explain the system and practices proposed to ensure timely completion of the required tasks. Estimate hours and tasks to be assigned to each professional or team member.

Personnel Qualifications and Experience. Describe relevant qualifications, skills and experience of professional personnel and team members to be assigned, including a summary of similar work or studies performed. Professional resumes may be included.

References. List previous relevant projects completed, with clients' contact information, approximate dates of the work, and staff who performed it. One or two examples of similar work completed may be provided in addition to listed references if desired.

Subcontractors. Subcontracting will not be accepted in this case.

Cost Proposal. Itemize all items that will be charged to the project, including: hourly rates for principal(s) and staff to be assigned, their job classifications, any other direct costs, and a total "not-to-exceed" amount for the proposal. Indicate whether rates are fully weighted or that any overhead costs are added, and provide an itemization of hourly rates. Be advised that consultant mark-ups on direct costs are not allowed under MCOG policy. Travel expense reimbursement will be limited to approved State rates (refer to <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>).

## B. SUBMITTAL

Proposals must be received by **January 23, 2015**. Four (4) print copies and one electronic copy are required. Email submittals will be accepted if print copies follow promptly. Late proposals will be returned unopened. Proposals may be mailed or hand delivered to the following contact person.

Questions regarding this Request for Proposals will be accepted only in writing (e-mail, fax, or U.S. Mail accepted). Written questions should include the individual's name, the name of the firm, address, email, and telephone number. Questions and answers will be provided in the form of an addendum to this RFP for distribution to a selective list.

Please direct all inquiries to the project coordinator:

Janet Orth, Deputy Director/CFO  
Mendocino Council of Governments  
367 North State St., Suite 206, Ukiah, CA 95482  
(707) 463-1859 ext. 14  
(707) 463-2212 fax  
e-mail: [orthj@dow-associates.com](mailto:orthj@dow-associates.com)  
[www.mendocinocog.org](http://www.mendocinocog.org)

## **PROPOSAL SELECTION and CONTRACT AWARD**

### **A. PROPOSAL REVIEW**

Proposals will be screened to determine whether requirements are met. Those that meet requirements will be forwarded to an evaluation panel.

### **B. EVALUATION**

A proposal review panel consisting of representatives of MCOG staff members, and possibly advisory group members, will evaluate the proposals and determine whether interviews will be needed. On conclusion of the panel's review or interviews, MCOG's Executive Director will approve the final selection of a contractor. MCOG reserves the right to select a consultant based solely on written proposals.

Proposal scoring criteria and weighting will be as follows:

Responsiveness and comprehensiveness	Up to 10 points
Qualifications of personnel	Up to 20 points
Experience and past performance	Up to 30 points
Proposal contents and methods	Up to 30 points
Cost proposal	Up to 10 points
	<b>TOTAL</b> 100 points max.

### **C. CONTRACT AWARD**

A contract will be negotiated with the individual or firm determined in the proposal evaluation process to be best suited to perform this project. If a contract with terms acceptable to MCOG cannot be negotiated with the individual or firm submitting the highest rated proposal, then staff shall terminate negotiations with that firm and commence the negotiation process with the firm submitting the next highest rated proposal.

## **SCHEDULE**

December 23, 2014	Request for Proposals
January 9, 2015	RFP questions due
January 15	RFP addendum as needed
January 23	Proposals due
January 26-30	Evaluation of proposals
February 2-6	Interviews as needed
February 6	Contract award
February 13	Contract execution and Notice to Proceed
February 16-20	Kickoff meeting
February - October	Project activity
November	Final deliverables due
December 2015	Conclude project

## **GENERAL TERMS**

### **A. NON-COMMITMENT OF MCOG**

This Request for Proposals does not commit MCOG to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. MCOG reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of MCOG to do so.

### **B. PUBLIC DOMAIN**

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

### **C. PROTEST PROCEDURES**

MCOG's "Protest Procedures and Dispute Resolution Process" shall be used to resolve any protests or disputes to this procurement process. This document is available at:  
<http://www.mendocinocog.org/contact.shtml>

### **D. OTHER TERMS**

Additional terms will be specified in a contract to be negotiated with the successful proposer; refer to the attached pro forma proposed contract.

# MENDOCINO COUNCIL OF GOVERNMENTS

## PROFESSIONAL SERVICES AGREEMENT

### Northwest California Alternative Transportation Fuels Readiness Project

This Professional Services Agreement ("Agreement") is entered into on [Date], by and between the Mendocino Council of Governments, hereinafter referred to as "MCOG" and [Company Name], hereinafter referred to as "**Consultant**."

#### RECITALS:

**MCOG** may retain independent contractors to perform special, technical, expert, or professional services. **Consultant** is equipped, staffed, licensed, and prepared to provide such services.

Redwood Coast Energy Authority (**RCEA**) is lead agency for the Northwest California Alternative Transportation Fuels Readiness Project, hereinafter referred to as the "**Project**," funded by the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) under Assembly Bill 118, Grant Award Number: ARV-13-012, in the amount of \$300,000 from the California Energy Commission, hereinafter referred to as the "**State**." **RCEA** has subcontracted a portion of the grant to **MCOG**. **MCOG** shall be responsible to **RCEA** and **State** for the successful completion of this **Project**.

All services performed by **MCOG** and **Consultant** pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Mendocino laws, ordinances, regulations, and California Energy Commission published materials, including the approved grant application. In case of conflict between Federal, State and County of Mendocino laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Mendocino laws and regulations, respectively.

**MCOG** and **Consultant** agree as follows:

#### 1. WORK TO BE PERFORMED

**Consultant** agrees to provide those services, tasks and products detailed in the attachments, incorporated herein by reference. Professional services described in Exhibits A and B may be refined or amended by written agreement of **MCOG** and **Consultant**. [confirm Exhibits to be attached and label exhibits appropriately]

- Exhibit A: MCOG's Request for Proposals dated December 23, 2014
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Consultant's Billing Rates

**Consultant** agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to

this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

## 2. PAYMENT FOR SERVICES

Compensation for services provided shall not exceed \$[contract amount] This shall include compensation for completing the tasks and products identified in **Exhibits A and B**. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve **Consultant** of responsibility to provide those tasks and products specified in the Exhibits.

**MCOG** shall pay **Consultant** for work satisfactorily completed in accordance with **Exhibits A and B** according to the process in Section 3 below. The basis for payment for services shall be on an hourly rate plus non-salary expenses, in accordance with **Consultant's** Cost Proposal, as attached hereto and made a part hereof in **Exhibit B**.

## 3. INVOICES AND DISBURSEMENT

**MCOG** will pay **Consultant** no more often than monthly, based on itemized invoices for work completed, by task, including receipts and sufficient documentation of any direct expenses. Charges shall be shown to reflect hourly billing rates for all personnel labor. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices also shall include a narrative of work completed and documentation of any direct costs. **Consultant** mark-up of direct expenses or of subcontractor invoices are not allowable; therefore **MCOG** will not pay **Consultant** for any such increases to actual costs incurred.

**MCOG** shall review invoices and may approve them for payment or adjust them after contact with **Consultant**. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in **Exhibit B**. **MCOG** will make payments within 30 days of receipt of **Consultant's** invoices, or as promptly as its fiscal system allows.

Ten percent (10%) of each invoice shall be retained by **MCOG**. This retention shall be released to **Consultant** within 30 days of receipt of final work deliverables and acceptance by **MCOG** as satisfactory and complete.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: [www.energy.ca.gov/contracts/TRAVEL\\_PER\\_DIEM.PDF](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF).

If **MCOG** substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both **MCOG** and **Consultant**.

## 4. REPORTS

Due dates and milestones are detailed in **Exhibit B**. Preparation of deliverable work products detailed in **Exhibit B** shall be in formats acceptable to **MCOG**. **MCOG** will provide

**Consultant** with guidance on acceptable formats. **Consultant** shall bear the expense of all printing and reproduction costs of the deliverable products, until final reports and products are accepted by **MCOG**. **Consultant** shall provide deliverable products in both print and electronic formats as specified in **Exhibit B**.

## 5. SERVICES OF MCOG

**MCOG** shall provide full information as to its requirements for performance of this Agreement, attached as **Exhibit A**. **MCOG** shall provide program guidance and appropriate monitoring of work task performance under this Agreement. **MCOG** shall place at the disposal of **Consultant** all available information pertinent to the project. **MCOG** will examine all studies, reports, or other submittals from **Consultant** and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

## 6. TERM OF AGREEMENT

The term of this Agreement shall be from [start date—spelled out] to [end date]. Execution of this Agreement by **MCOG** shall constitute **Consultant's** authority to proceed immediately with the performance of the work described by **Exhibit B**, provided that evidence of insurance has been received by **MCOG** as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of **MCOG** by due dates listed in **Exhibit B**. Extensions of due dates shall be made only upon written authorization by **MCOG**. **Consultant** shall not be held responsible for delays caused by circumstances beyond its control.

**Consultant** acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

## 7. PROJECT INSPECTION AND ACCOUNTING RECORDS

**Consultant** agrees that duly authorized representatives of **MCOG**, **RCEA** and **State** shall have right of access to the **Consultant's** files and records relating to the **Project** and may review the work at appropriate stages during performance of the work. **Consultant** must maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at **Consultant's** offices during the contract period and thereafter for three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. (See also Section 13.)

## 8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of **MCOG**, **RCEA** and **State**.

**Consultant** is advised that Government Code Section 7550 states in part, “*Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds \$5,000.*”

## 9. TERMINATION

At any time **MCOG** may suspend indefinitely or abandon the project, or any part thereof, and may require **Consultant** to suspend the performance of its services. In the event **MCOG** abandons or suspends the project, **Consultant** shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should **MCOG** determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of **MCOG**, **Consultant** fails to perform or provide prompt, efficient and thorough service, or if **Consultant** fails to complete the work within the time limits provided, **MCOG** shall have the right to give notice in writing to **Consultant** of its intention to terminate this Agreement. The notice shall be delivered to **Consultant** at least seven (7) days prior to the date of termination specified in the notice. Upon such termination **MCOG** shall have the right to take **Consultant's** studies, and reports insofar as they are complete and acceptable to **MCOG** and pay **Consultant** for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by **MCOG** due to the breach of this Agreement by **Consultant**. Said termination of the Agreement shall not relieve **Consultant** of its liability to **MCOG** for any damages, general or consequential, which **MCOG** may sustain as a result of **Consultant's** failure to satisfactorily perform its obligations under this Agreement.

## 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

**Consultant** shall indemnify and hold harmless **MCOG** and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of **Consultant**, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the **Consultant**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where **Consultant** is found to have caused the injury, damage, or loss only in part,

**Consultant** shall hold **MCOG** harmless only to the extent **Consultant** caused the injury, damage, or loss. **MCOG** agrees to timely notify **Consultant** of any such negligence claim and to cooperate with **Consultant** to allow **Consultant** to defend such a claim.

**MCOG** shall indemnify and hold harmless **Consultant**, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between **Consultant** and **MCOG** and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of **MCOG** or its contractors or their respective employees, officers and agents.

## 11. INSURANCE

**Consultant**, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to **MCOG** for **MCOG**'s protection, its elected or appointed officials, employees and volunteers, **Consultant** and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by **Consultant**, by another independent contractor, or by anyone directly or indirectly employed by either of them.

**Consultant** shall provide to **MCOG** Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000  
Each Occurrence and Vehicle/Property Damage - \$250,000  
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property  
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily  
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits  
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, **MCOG**, at its option, may, notwithstanding any other provision of this Agreement to the contrary,

immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

**Consultant** shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by **MCOG**. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve **Consultant** for liability in excess of such coverage, nor shall it preclude **MCOG** from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, **Consultant** shall furnish to **MCOG** satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

**Consultant** shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

## 12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

**MCOG** relies upon the professional ability and stated experience of **Consultant** as a material inducement to entering into this Agreement. **Consultant** understands the use to which **MCOG** will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

**Consultant** will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

## 13. STATE AND FEDERAL REQUIREMENTS

**Non-Discrimination.** a) In the performance of work under this Agreement, **MCOG** and **Consultant** shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition

(cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b) **MCOG** and **Consultant** shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **MCOG** and **Consultant** shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full.

c) **MCOG** and **Consultant** shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement.

d) **MCOG** and **Consultant** will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

**Record Retention and Audits.** **MCOG** and **Consultant** shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of **State**. Copies will be made and furnished by **MCOG** upon request, at no cost to **State**.

**MCOG** and **Consultant** shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

**Drug-Free Workplace Certification.** [This section shall be detailed in final contract, consistent with requirements of the Drug-Free Workplace Act of 1990, Government Code Section 8350 et seq.]

**Americans with Disabilities Act.** **MCOG** and **Consultant** shall maintain compliance with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

#### 14. COMPLIANCE

**Consultant**, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Mendocino.

## 15. INDEPENDENT CONSULTANT

Both **MCOG** and **Consultant** agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. **MCOG** shall compensate **Consultant** by payment of the gross amounts due to **Consultant**, and **Consultant** shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

## 16. FINANCIAL INTEREST

**Consultant** covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **Consultant** further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

## 17. SUCCESSOR AND ASSIGNMENTS

**MCOG** and **Consultant** each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither **MCOG** nor **Consultant** shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, **Consultant** reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of **Consultant**, the surviving member or members shall complete the professional services covered by this Agreement.

## 18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, addressed to the parties as follows:

Phillip J. Dow, Executive Director  
Mendocino Council of Governments  
367 N. State St., Suite 206  
Ukiah, CA 95482

[Consultant Name, Title]  
[Consultant Company Name]  
[Address]  
[City, State, Zip]

## 19. VENUE

The venue for this agreement shall be Mendocino County, California.

## 20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

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Phillip J. Dow, Executive Director  
Mendocino Council of Governments

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[Name, Title]  
[Consultant Company Name]

Federal ID No.:\_\_\_\_\_