

REQUEST FOR PROPOSALS

for conducting

SAFE ROUTES TO SCHOOL

NON-INFRASTRUCTURE ACTIVITIES

IN

MENDOCINO COUNTY

FOR:

MENDOCINO COUNCIL OF GOVERNMENTS

Lisa Davey-Bates, Planning Contractor
Mendocino Council of Governments
367 North State St., Suite 204
Ukiah, CA 95482

August 21, 2015

| Table of Contents | | |
|--------------------------|--|----|
| I | BACKGROUND | 3 |
| A | The Region | 3 |
| B | Population | 3 |
| C | Organization and Management | 3 |
| D | Purpose | 3 |
| II | PROJECT DESCRIPTION | 4 |
| III | SCOPE OF WORK | 7 |
| IV | PROPOSAL REQUIREMENTS | 13 |
| A | Identification of Prospective Contractor | 13 |
| B | Management | 13 |
| C | Personnel | 13 |
| D | References | 13 |
| E | Subcontractors | 13 |
| F | Methodology | 13 |
| G | Schedule of Tasks | 14 |
| H | Budget | 14 |
| I | Signature | 14 |
| V | CONTRACTOR AWARD | 15 |
| A | Proposal Review | 15 |
| B | Proposal Evaluation | 15 |
| C | Contract Award | 15 |
| VI | GENERAL INFORMATION | 16 |
| A | Proposal Submittal | 16 |
| B | Late Submittals | 16 |
| C | Modification or Withdrawal of Proposals | 16 |
| D | Schedule | 16 |
| E | Property Rights | 16 |
| F | Amendment to Request for Proposals | 16 |
| G | Funding | 17 |
| H | Non-commitment of Mendocino Council of Governments | 17 |
| I | Public Domain | 17 |
| J | Questions | 17 |
| K | Affirmative Acton | 17 |
| L | Protest Procedures and Dispute Resolution Process | 17 |
| M | MCOG Acknowledgement | 18 |

| Appendix | |
|-----------------|--|
| Exhibit 1 | Sample Contract – Mendocino Council of Governments |
| Exhibit 2 | Protest Procedures & Dispute Resolution Process |

I. BACKGROUND

A. The Region

Mendocino County is located in the north coast region, nestled between the beautiful wine country and majestic redwoods of northern California. The county is situated along the Pacific Ocean and bordered inland by the counties of Humboldt, Trinity, Tehama, Glenn, Lake and Sonoma. The county is located wholly within the northern Coastal Range of California. This mountain system consists of long, parallel ridges with trend from southeast to northwest. The mountainous nature of the county is interrupted in some inland areas by river valleys and lake basins. Along the coast flat land is limited to narrow stretches of marine terraces.

The 3,610 square miles of Mendocino County are predominately rural. Land use policies tend to protect agriculture and forestlands, thereby preserving the rural nature of the county.

The area encompassed by this project includes seven communities in Mendocino County: Round Valley, Fort Bragg, Ukiah, Anderson Valley, Laytonville, Willits and Potter Valley.

B. Population

2010 California Department of Finance population figures place Mendocino County population at 87,841. This includes an unincorporated population of 59,156 and an incorporated population of 28,685. Four cities share the incorporated population: Ukiah (16,075), Fort Bragg (7,273), Willits (4,888), and Point Arena (449).

The bulk of the population in Mendocino County is concentrated in a few areas of the county. Ukiah, Talmage, Calpella, and Redwood Valley make up the largest single population concentration. Fort Bragg and the coastal area southward to the Navarro River is another population center. Willits, the surrounding Little Lake Valley and Brooktrails subdivision comprise the only other large settlement area in the county. Much of the rest of Mendocino County is rural and undeveloped.

C. Organization and Management

Transportation planning in Mendocino County is the responsibility of the Mendocino Council of Governments (MCOG), which is the designated Regional Transportation Planning Agency (RTPA). MCOG is a Joint Powers Agency comprised of the County of Mendocino, and the cities of Fort Bragg, Point Arena, Ukiah, and Willits. The MCOG Board of Directors is comprised of two members of the County Board of Supervisors, one representative from each of the four cities, and one countywide representative appointed by the Board of Supervisors. With the addition of a representative of the Caltrans District 1 Director, the MCOG Board becomes the Policy Advisory Committee.

D. Purpose

The Mendocino Council of Governments (MCOG) is soliciting proposals for the Active Transportation Program (ATP) Safe Routes to School Non-Infrastructure Project, a project to encourage increased walking and biking to schools and other locations, by developing and sustaining a wide range of educational and training activities.

II. PROJECT DESCRIPTION

PROJECT OVERVIEW

The Mendocino Council of Governments (MCOG) has been awarded grant funding from the California Department of Transportation (Caltrans) for implementation of the Active Transportation Program (ATP) Safe Routes to School Non-Infrastructure projects.

This Requests for Proposals seeks to hire a consultant to provide a range of professional services, tasks, and products (including curricula, procedures, presentations and other safety related items created or purchased in collaboration with projects partners) to the seven communities listed below to increase both the safety for, and number of, students who walk or bicycle to and from school. Project partners include MCOG, the Mendocino County Health & Human Services Agency (HHS), schools, and the California Conservation Corps (CCC).

The goal of this multi-year non-infrastructure project is to develop and sustain a comprehensive Safe Routes to School (SRTS) program that will lead to increased walking and biking throughout the county. Services will include the development of Safe Routes to Schools language in district wellness policies, school and community task forces to provide guidance and oversight, assessment of school routes, school-based safety education, walk and bike to school activities/events, and sustainability planning.

The project focuses on Safe Routes to School non-infrastructure activities in fourteen target schools in seven communities (Round Valley, Fort Bragg, Ukiah, Anderson Valley, Laytonville, Willits and Potter Valley). In each community, an elementary school will be partnered with a nearby high school. The following fourteen schools are included in this project:

Round Valley Elementary and Round Valley High (Covelo/Round Valley)

Anderson Valley Elementary and Anderson Valley Jr. – Sr. High (Boonville/Anderson Valley)

Dana Gray Elementary and Fort Bragg High (Fort Bragg)

Laytonville Elementary/Middle and Laytonville High (Laytonville)

Frank Zeek Elementary and Ukiah High (Ukiah)

Blosser Lane Elementary and Willits High (Willits)

Potter Valley Elementary and Potter Valley High (Potter Valley)

This project incorporates a range of activities in the following “E” categories (*Engineering Strategies, Education Strategies, Encouragement Strategies, Enforcement Strategies, and Evaluation Strategies*) that will make it safer, easier, and more enjoyable for students to walk and bike to school. These strategies will generate school and community support that will continue long beyond grant funding.

| E Category | Strategies |
|--------------------------|--|
| Engineering Strategies | <p>For this Non-Infrastructure (NI) project, engineering efforts will:</p> <ul style="list-style-type: none"> • Use PhotoVOICE and other tools to assess school sites and walk/bike routes to identify safety hazards and concerns, including walkability and bikeability features • Collaborate with schools and communities to seek funding for infrastructure improvements • Keep transportation agencies informed of school and community safety concerns |
| Education Strategies | <ul style="list-style-type: none"> • Coordinate school-based pedestrian and bicycle safety education • Publish news articles to generate awareness and increase safety • Include articles to educate parents about Safe Routes to School (SRTS) benefits in school newsletters • Participate in radio talk shows • Coordinate bike rodeos/clinics and bike mechanics education • Conduct awareness campaigns (posters, flyers, bumper stickers, etc.) • Conduct outreach and education at community events • Organize SRTS Task Forces in each community • Select SRTS Liaisons as Champions in each community • Distribute SRTS Toolkits to SRTS Liaisons and Task Force members • Develop and distribute walk and bike to school maps • Offer safety education at Open House and Parent-Teacher Organization meetings • Provide schools with technical assistance to integrate SRTS into classroom curricula (mileage tracking in math classes, for example) • Develop SRTS-focused service learning activities at high schools • Maintain project data in a dashboard format (<i>or other acceptable format</i>) to share with key stakeholders • Provide technical assistance and share best practices and funding resources |
| Encouragement Strategies | <ul style="list-style-type: none"> • Organize Walking School Bus and Bike Train Days (as appropriate to community) • Organize Bike to School Days • Organize Walk to School Days • Coordinate Trip Tracking Mileage contests • Organize Bike and Walk to School Day groups, with social activities • Organize contests to develop promotional messages that highlight the fun and benefits of walking and biking to school, as well as safety strategies |
| Enforcement Strategies | <ul style="list-style-type: none"> • Assess current enforcement of traffic laws around each school site • Works with schools to train crossing guards, as needed • Encourage reporting of unsafe driving • Review school policies to integrate walking and biking into school culture • Advocate with law enforcement agencies (city police department, highway patrol, county sheriff, or tribal police) for increased patrol during school drop-off and pick-up hours • Attend quarterly Mendocino County Traffic Safety Coalition meetings |

| | |
|-----------------------|--|
| Evaluation Strategies | <ul style="list-style-type: none"> • Work with the community SRTS Task Forces to identify and track indicators that demonstrate progress, effectiveness and institutionalization of SRTS strategies (e.g. walking and biking tallies, parent surveys, and tracking of implementation strategies), and use collected data to guide program development |
|-----------------------|--|

The ATP funding awarded for this project is derived from two separate grant applications: one grant includes the community of Round Valley, while the other grant covers the communities of Anderson Valley, Fort Bragg, Laytonville, Ukiah, Willits, and Potter Valley. Funding from both grants has been combined for this comprehensive countywide project, however, invoicing and reporting must be kept separate, per ATP grant program requirements.

III. SCOPE OF WORK

All tasks for this grant funded project are listed below. For those tasks that list “Consultant” under Responsible Party, proposers should describe their proposed approach for implementation of the tasks. Where applicable, the Lead Responsible Party is noted.

Task A - Project Management & Coordination

| Task A.1 | Develop Request for Proposals (RFP), Select Contractors, Prepare & Execute Contracts | Responsible Party |
|-----------------|---|--------------------------|
| A.1.a | Prepare & distribute RFP | MCOG |
| A.1.b | Form Consultant Selection Committee, prepare agenda & minutes | MCOG |
| A.1.c | Attend Consultant Selection Committee meeting; review & rank proposals | MCOG (Lead), HHSA |
| A.1.d | Conduct interviews, if needed; select consultant | MCOG (Lead), HHSA |
| A.1.e. | Prepare & execute consultant contract | MCOG |

| Task A.2 | Kick-off and Coordination Meetings | Responsible Party |
|-----------------|---|----------------------------------|
| A.2.a | Prepare & distribute kick-off meeting agenda | MCOG (Lead) |
| A.2.b | Attend kick-off meeting | MCOG, HHSA, Consultant |
| A.2.c | Prepare & distribute kick-off meeting minutes | Consultant |
| A.2.d | Hold bi-weekly or monthly coordination meetings or teleconferences as needed. | Consultant (Lead), MCOG, HHSA |

| Task A.3 | Invoicing | Responsible Party |
|-----------------|--|---------------------------------|
| A.3.a | Prepare & submit monthly invoices | MCOG, HHSA, Consultant |
| A.3.b | Review & approve invoices | MCOG |
| A.3.c | Gather information from project partners & prepare quarterly status reports. (MCOG will provide report template) | MCOG (Lead) Consultant, HHSA |
| A.3.d | Assist MCOG Administration with preparing quarterly Requests for Reimbursement to submit to Caltrans | MCOG |

| Task A.4 | Ongoing Project Management | Responsible Party |
|-----------------|---|---------------------------------|
| A.4.a | Review & comment on products & deliverables | MCOG, HHSA |
| A.4.b | Coordination with contractors & partners, including coordination with other communities’ consultants that may be hired to conduct Safe Routes to School activities. | Consultant (Lead) MCOG, HHSA |
| A.4.c | Overall grant management; including monitoring project tasks and schedule | MCOG, HHSA, Consultant |

Task A.1 Deliverables: Request for Proposals, documentation of procurement process, including advertisement; Consultant Selection Committee agenda and minutes; Review & ranking of proposals – signed ranking sheets; Consultant contract

Task A.2 Deliverables: Kick-off meeting agenda & minutes; kick-off meeting attendance; attendance at bi-weekly or monthly coordination meetings/teleconferences; agendas & minutes of coordination meetings

Task A.3 Deliverables: Monthly invoices from MCOG Planning staff; processing of invoices from project partners and consultants; quarterly reports; quarterly Requests for Reimbursements (for submission to Caltrans)

Task A.4 Deliverables: Comments on products/deliverables, as needed; coordination and overall grant management duties; coordination with other communities’ consultants that may be hired to conduct Safe Routes to School activities.

Task B – Build School Capacity to Implement Safe Routes to School Activities

| Task B.1 | Revise School Wellness Policies | Responsible Party |
|-----------------|--|----------------------------------|
| B.1.a | Meet with District staff, school staff, parents and students to review school wellness policies and identify appropriate areas to include or enhance SRTS language | HHSA (Lead), Consultant, Schools |
| B.1.b | Develop and introduce draft program and policy materials and data to key stakeholders | HHSA (Lead), Consultant |
| B.1.c | Collaborate with school staff and administration to identify their objectives and to sculpt policies | HHSA (Lead), Consultant, Schools |
| B.1.d | Provide additional sample policy language if needed | HHSA (Lead), Consultant |
| B.1.e. | Assess the need for additional data. Collect additional data as needed | HHSA (Lead), Consultant |
| B.1.f | Provide stakeholders with an opportunity to review and provide feedback | HHSA (Lead), Consultant |

| Task B.2 | Develop Safe Routes to School Task Force | Responsible Party |
|-----------------|--|--|
| B.2.a | Network with District staff, school staff, parents, clubs, programs, to identify opportunities to include Safe Routes to School activities in their work | HHSA (Lead), Consultant, MCOG, Schools |
| B.2.b | Convene meetings with key partners to expand outreach and strategize support for policy adoption and improvements | HHSA (Lead), Consultant, MCOG |
| B.2.c | Work with schools to establish formal SRTS task forces or other core group of stakeholders at each school and convene monthly meetings. | HHSA (Lead), Consultant, MCOG, Schools |

| Task B.3 | Provide Technical Assistance to Institutionalize and Sustain SRTS Activities | Responsible Party |
|-----------------|--|-------------------------------|
| B.3.a | Provide training or training resources to increase capacity of schools to conduct SRTS activities and to develop future leadership | Consultant (Lead), HHSA |
| B.3.b | Connect schools with one another and state walk/bike agencies for resources and networking | Consultant (Lead), HHSA |
| B.3.c | Advocate with schools to include SRTS activities and funding in future Local Control and Accountability Plan (LCAP) or budget planning | Consultant (Lead), MCOG |
| B.3.d | Work with schools to institutionalize SRTS activities through policy curriculum, transportation plans, and infrastructure development | HHSA (Lead), Consultant, MCOG |
| B.3.e. | Meet with MCOG and county/city transportation departments (or other county/city agencies) to explore developing possible infrastructure projects | Consultant (Lead), HHSA, MCOG |

| | | |
|-------|--|-------------------------------|
| B.3.f | Assist with identifying additional/future funding resources including development of a school bike fleet | Consultant (Lead), HHSA, MCOG |
|-------|--|-------------------------------|

| Task B.4 | Train Crossing Guards as needed | Responsible Party |
|-----------------|---|----------------------------|
| B.4.a | Collaborate with school staff and administration to identify need for crossing guards | Consultant (Lead), Schools |
| B.4.b | Identify model programs that meet the needs of the school | Consultant (Lead), Schools |
| B.4.c | Provide training or training resources | Consultant |
| B.4.d | Assist with implementation of program as needed | Consultant |

Task B.1 Deliverables: School wellness program and policy materials, sample policy language data collection

Task B.2 Deliverables: Identified opportunities to include SRTS in schools in work; meetings with key partners to support SRTS policy adoption, establishment of SRTS task forces or other core-group of stakeholders, in each of the seven communities

Task B.3 Deliverables: Training /training resources to increase SRTS capacity of schools; connect schools with other agencies for resources/networking; advocacy for inclusion of SRTS activities in budgets and Local Control and Accountability Plans (LCAPs); institutionalization of SRTS activities through policy, curriculum, transportation plans, and infrastructure development; meetings with MCOG, county and city transportation departments (or other county/city agencies) to explore development of infrastructure projects; identification of funding resources, including development of school bike fleet

Task B.4 Deliverables: Identification of need for crossing guards, identified model programs or crossing guards, training/training resources for crossing guards; assistance with crossing guard program as needed

Task C – Increase Student Participation in Safe Routes to School Activities

| Task C.1 | Coordinate & Conduct Walk/Bike to School Days, Walking School Bus, Bike Trains & Rodeos | Responsible Party |
|-----------------|--|---|
| C.1.a | Collaborate to promote and conduct walk/bike to school day activities, i.e. Walking School Bus, Bike Trains, Walk to School days, Bike to School days, and Bike Rodeos | Consultant (Lead), HHSA, MCOG, Schools, CCC |
| C.1.b | Provide resources (e.g. educational resources, tool kits, websites, information, equipment, event supplies, etc.) | Consultant (Lead), HHSA |
| C.1.c | Organize trainings for schools on walking school bus, bike rodeos, etc. | Consultant (Lead), HHSA, MCOG, Schools |

| Task C.2 | Coordinate Contests – e.g. mileage tracking | Responsible Party |
|-----------------|---|----------------------------------|
| C.2.a | Work with schools to explore contest ideas | Consultant (Lead), HHSA, Schools |
| C.2.b | Provide resources, materials, and support as needed | Consultant (Lead), HHSA |

| Task C.3 | Increase Access to Bikes/Helmets | Responsible Party |
|-----------------|--|--------------------------|
| C.3.a | Purchase and fit helmets for rodeos and school-based safety education programs | Consultant (Lead), HHSA |

| | | |
|-------|---|----------------------------|
| C.3.b | Provide HHSA bike fleet for rodeos and school-based safety education programs | HHSA (Lead), CCC |
| C.3.c | Encourage development of bike mechanic programs, provide training and resources as needed | Consultant (Lead), HHSA |

| Task C.4 | Provide School-based Safety Education | Responsible Party |
|-----------------|--|-------------------------------------|
| C.4.a | Provide curriculum bicycle safety materials for review and selection | HHSA (Lead), Consultant, Schools |
| C.4.b | Provide bicycle safety training to school students and staff/volunteers, as needed | Consultant (Lead), HHSA |
| C.4.c | Provide pedestrian safety curriculum materials for review and selection | Consultant (Lead), HHSA, Schools |
| C.4.d | Provide pedestrian safety training to school students and staff/volunteers as needed (High School students to work with Elementary students) | Consultant (Lead), HHSA, Schools |
| C.4.e. | Meet with school staff or task force to explore ways of institutionalizing programs | HHSA (Lead), Consultant, Schools |

| Task C.5 | Develop Walk/Bike Maps for each site | Responsible Party |
|-----------------|--|---|
| C.5.a | Collaborate with task forces to explore methods of assessing and selecting safe routes | Consultant (Lead), HHSA, MCOG, Schools |
| C.5.b | Provide assessment tools and resources | Consultant (Lead), HHSA, MCOG |
| C.5.c | Utilize GIS resources for creating maps of school neighborhoods | MCOG (Lead), Consultant |
| C.5.d | Produce and distribute maps as appropriate | MCOG (Lead), Consultant |

| Task C.6 | Work with High School Students to Assist with and Provide Role Models at Events | Responsible Party |
|-----------------|--|--|
| C.6.a | Collaborate with high schools to identify student groups to assist with events/activities | Consultant (Lead), HHSA, Schools |
| C.6.b | Explore youth service learning programs and resources for best practices | Consultant (Lead), HHSA |
| C.6.c | Collaborate with schools to develop service learning plans | Consultant (Lead), HHSA, Schools |
| C.6.d | Work with school staff and task force members to implement service learning activities that support SRTS activities | Consultant (Lead), HHSA, MCOG, Schools |
| C.6.e. | Work with school staff and task force members to explore ways to institutionalize SRTS service learning activities through policy change | HHSA (Lead), Consultant, MCOG, Schools |

Task C.1 Deliverables: Walk/bike to school day activities (i.e. walking school bus, bike trains, walk and bike to school days, bike rodeos) including three events per year, per community (Round Valley, Anderson Valley, Fort Bragg, Laytonville, Ukiah, Willits, and Potter Valley); Resources to support walk/bus to school day activities; organized trainings for schools on walk/bike to school activities

Task C.2 Deliverables: Walk/bike to school contests; resources and materials to support contests

Task C.3 Deliverables: Helmets and bike fleets for rodeos and school-based safety education programs, development of bike mechanic programs, training and resources for bike mechanic program

Task C.4 Deliverables: Curriculum bicycle safety materials; bicycle safety training to school students and staff/volunteers; pedestrian safety curriculum materials, pedestrian safety training to school students and staff/volunteers; meetings with school staff/task force to explore ways to institutionalize programs

Task C.5 Deliverables: Assessment/selection of safe routes; assessment tools and resources; creation, production, and distribution of GIS maps of safe neighborhoods

Task C.6 Deliverables: Identification of student groups to assist with events/activities; identification of youth service learning programs and resources for best practices; development of service learning plans, implementation of service learning activities that support SRTS activities; policy changes that institutionalize SRTS service learning activities

Task D – Increase Community Support and Awareness

| Task D.1 | Recruit High School Students to use PhotoVoice for Audits and Advocacy | Responsible Party |
|-----------------|--|----------------------------------|
| D.1.a | Collaborate with SRTS task forces to identify youth groups in developing messages through tools such as PhotoVoice, leadership programs and public speaking classes, journalism, environmental, and health and wellness clubs | HHSA (Lead), Schools |
| D.1.b | Work with schools to conduct assessment such as PhotoVoice to gain understanding of conditions that are barriers to youth walking and biking to school and parent surveys to gain understanding of parental concerns and potential policy change support | HHSA (Lead), Schools, Consultant |
| D.1.c | Research projects being considered by different agencies including transportation planning agencies in order to incorporate youth key messages and PhotoVoice projects as presentations to the appropriate Boards, Commissions, and Councils | HHSA (Lead), MCOG |
| D.1.d | Utilize PhotoVoice or other assessment results in review of wellness policy and other school policy. Include feedback from various stakeholders | HHSA |
| D.1.e | Work with school leaders to summarize findings and draft recommendations | HHSA |
| D.1.f. | Conduct conference calls with MCOG to address common themes revealed in the survey and to strategize policy efforts | HHSA (Lead), MCOG, Consultant |

| Task D.2 | Conduct Outreach and Promotion | Responsible Party |
|-----------------|--|--|
| D.2.a | Work with task forces to develop messaging appropriate for their community, including community-based safety education for drivers | Consultant (Lead), HHSA, MCOG, Schools |
| D.2.b | Develop localized and countywide media campaign, including press releases and public service announcements for kick-off of community education & outreach for bike/pedestrian events, presentations to community organizations, social media, etc. to promote walking and biking and safe driving near schools and neighborhoods | Consultant (Lead), HHSA, Schools |

Task D.1 Deliverables: Identification of youth groups to utilize tools, programs and clubs to increase community support and awareness; conduct assessments (such as PhotoVoice); conduct parent surveys,

incorporation of youth key messages and PhotoVoice projects as presentations to appropriate Boards, Commissions, and Councils, Utilize PhotoVoice or other assessment results in wellness and other school policies; finding and draft recommendations; conference calls with MCOG to strategize policy efforts

Task D.2 Deliverables: Development of messaging appropriate for communities; develop localized and countywide media campaign for community education and outreach to promote bike/pedestrian events and safe driving near schools

Task E – Increase Enforcement

| Task E.1 | Advocate for Increased Enforcement during School drop off and pick up hours | Responsible Party |
|-----------------|--|--------------------------|
| E.1.a | Continue to attend Traffic Safety Coalition meetings to continue to engage County Dept. of Transportation and Public Safety Officers and seek their support for Bike Pedestrian policy language and focus in future planning | MCOG (Lead), Consultant |
| E.1.b | Work with task force members to initiate community enforcement such as crossing guard programs and student safety patrols | HHSA (Lead), Consultant |
| E.1.c | Work with task force and MCOG project partners to dialogue with local enforcement authorities for increased enforcement | HHSA (Lead), Consultant |

| Task E.2 | Advocate with Animal Control and Local Law Enforcement for Enforcement of dog leash laws. | Responsible Party |
|-----------------|--|--------------------------|
| E.2.a | Work with Animal Control and local enforcement authorities for increased enforcement | HHSA |

Task E.1 Deliverables: Attendance at Traffic Safety Coalition meetings; work with task force members to initiate community enforcement and student safety patrols

Task E.2 Deliverables: Work with Animal Control and local law enforcement for increased enforcement of dog leash laws

Task F – Final Report

| Task F.1 | Draft and Final Reports | Responsible Party |
|-----------------|--|--------------------------|
| F.1.a | Prepare Draft Final Report that summarizes activities performed under this multi-year grant, and deliverables produced for each task. Report shall include breakdown of activities and tasks for each school site/community. | Consultant |
| F.1.b. | Present Draft Report to MCOG project partners for review and comment. | Consultant |
| F.1.c | Prepare Final Report, incorporating suggested revisions, as appropriate. | Consultant |
| F.1.d | Present Final Report (<i>e.g. PowerPoint or other acceptable format</i>) to MCOG Board of Directors, at conclusion of project | Consultant |

Task F.1 Deliverables: Five (5) print copies, plus two (2) digital “pdf” copies (*on CD or flash drive*) of Draft Final Report; Twenty-five (25) print copies, plus three (3) digital “pdf” copy (*on CD or flash drive*) of Final Report; Presentation of Final Report at MCOG Board meeting.

IV. PROPOSAL REQUIREMENTS

Each technical proposal shall contain as a minimum, the following elements:

A. Identification of Prospective Contractor

The proposal shall include the name of the firm/organization submitting the proposal, its mailing address, telephone number, e-mail address, and the name of an individual to contract if further information is desired.

B. Management

The prospective contractor shall 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 prior written approval of the Mendocino Council of Governments.

C. Personnel

The prospective contractor shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a résumé for each professional, a statement indicating how many hours (estimated) each professional will be assigned to the contract and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior written approval of the Mendocino Council of Governments.

D. References

The prospective contractor shall provide names, addresses and telephone numbers for at least three clients for whom the prospective contractor has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

E. Subcontractors

If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal. Subcontractor mark-up on direct costs, as well as contractor mark-up on subcontractor costs, is not allowed under this grant program. Subcontractors' invoices may not be submitted to MCOG separately from contractor invoices.

Note: Contractors and subcontractors will be obligated to comply with all applicable Federal and State procedures for this contract.

F. Methodology

The prospective contractor shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed.

NOTE: Proposers' responses to the required tasks (and sub-tasks) outlined in the RFP **must** be specifically numbered the same as in the RFP. If the responsible party for a certain task is not the Consultant, then that should be noted to maintain the required numbering. If additional tasks are proposed, they should be numbered as sub-tasks under the appropriate existing task.

G. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall also identify all meetings, progress reports, deliverables, and the estimated staffing and hours to accomplish each task and deliverables.

H. Budget

The prospective contractor shall prepare a detailed budget, by task, for the work to be performed. The budget shall itemize all items that will be charged to the project. Personnel costs shall be shown to reflect fully-weighted hourly billing rates for all personnel, however, the methodology for calculating the fully-weighted rates (e.g. labor, overhead rate, fringe, etc.) must also be provided. Since this is a multi-year project (*See Section VI (D) Schedule*) any anticipated personnel salary increases should be explained (*e.g. staff billing rates will increase by ___% each January 1*) and included in the budget proposal.

Consultant mark-up on direct costs and subconsultant costs is not allowed under this grant program. Reimbursement for travel-related direct costs (hotels, meals, mileage, etc.) is limited to State rates which may be found on the Caltrans website at: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>. When invoicing, receipts are required for all direct costs other than fully-weighted personnel costs and mileage reimbursement. If subcontractors are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime contractor.

I. Signature

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: name, title, address, telephone number, and e-mail address of individuals with the authority to negotiate a contract and bind the Consultant to the terms of the contract.

V. CONTRACTOR AWARD

A. Proposal Review

Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section IV. Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal.

The Mendocino Council of Governments may reject any proposal if it is conditional, incomplete, or contains irregularities. The Mendocino Council of Governments may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals document or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements. Although MCOG plans to conduct interviews of top-ranked proposers, MCOG reserves the right to select a Consultant based solely on written proposals. Evaluation will be based on proposer's understanding of work scope requirements demonstrated by responsiveness and comprehensiveness of the proposal, qualifications of individuals or firm/organization, successful experience and performance with similar projects, proposal contents and methodology, and cost proposal/staffing and resource allocation.

Scoring will be as follows:

| | |
|---|----------------------|
| • Responsiveness & Comprehensiveness of Proposal | (10 points maximum) |
| • Qualifications of Individual or Firm/Organization | (20 points maximum) |
| • Experience/Performance with Similar Projects | (30 points maximum) |
| • Proposal Contents & Methodology | (30 points maximum) |
| • Cost Proposal/Staffing & Resource Allocation | (10 points maximum) |
| <hr/> | |
| Total Points Possible | (100 points maximum) |

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 cannot be negotiated with the individual or firm submitting the highest rated proposal which is in the best interests of the Mendocino Council of Governments, then staff will terminate negotiations with that firm and commence the negotiation process with the firm submitting the second highest rated proposal. The contract will include all State and/or Federal requirements that "flow down" from the Caltrans Active Transportation Program (ATP) grant program. (See attached Exhibit 1 – MCOG Sample Contract)

A contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. (Per Caltrans' Local Assistance Procedures Manual Chapter 10.5). A pre-award audit may be required.

VI. GENERAL INFORMATION

A. Proposal Submittal

Proposals must be received by no later than **3:00 p.m. on Friday, September 25, 2015**. Five (5) copies of the proposal shall be furnished. Proposals may be either mailed or hand delivered to:

Lisa Davey-Bates, Planning Contractor
Mendocino Council of Governments
367 North State Street, Suite 204
Ukiah, CA 95482

B. Late Submittals

A proposal is late if received at any time after **3:00 p.m. on Friday, September 25, 2015**. Postmarks will **not** suffice. Proposals received after the specified time will not be considered and will be returned to the proposer.

C. Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the proposer. To be considered, however, any modified proposal must be received by the date and time specified above.

D. Schedule

The tentative schedule of activities related to the Request for Proposals is as follows:

| Activity | Date |
|---|-----------------------------------|
| RFP Distribution | Aug. 21, 2015 |
| Written Question Submittal Deadline | Sept. 11, 2015 |
| Proposal Submittal Deadline | Sept. 25, 2015 – 3:00 p.m. |
| Review/Ranking of Proposals | Sept. 28 – Oct. 2, 2015 |
| Interviews | Oct. 6 – Oct. 9, 2015 |
| Contractor Selection & Contract Award | Oct. 13, 2015 |
| Project Starting Date - Notice to Proceed | Oct. 19, 2015 |
| Final Report/Products Due | February 28, 2018 |

E. Property Rights

Proposals received within the prescribed deadline become the property of the Mendocino Council of Governments and all rights to the contents therein become those of the Council.

F. Amendments to Request for Proposals

The Mendocino Council of Governments reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission. All addenda will be posted on Caltrans District 1's website <http://www.dot.ca.gov/dist1/d1transplan/> and MCOG's website <http://www.mendocinocog.org/>.

G. Funding

Funding for this project is provided through the State of California's Active Transportation Program (ATP). A total of approximately **\$535,000** is available for the Consultant's portion of the project.

H. Non-commitment of the Mendocino Council of Governments

This Request for Proposals does not commit the Mendocino Council of Governments 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. The Mendocino Council of Governments 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 the Council to do so.

I. 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.

J. Questions

Questions regarding this Request for Proposals will only be accepted in writing (Correspondence, E-mail or FAX is acceptable). Written questions should include the individual's name, the name of the firm, address, telephone number, and e-mail address.

Questions must be submitted no later than **September 11, 2015**, to:

Loretta Ellard, Deputy Planner
Mendocino Council of Governments
367 North State Street, Suite 204
Ukiah, CA 95482
FAX (707) 671-7764
Email: lellard@dbcteam.net

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted on Caltrans District 1's website <http://www.dot.ca.gov/dist1/d1transplan/> and MCOG's website <http://www.mendocinocog.org/>.

K. Affirmative Action

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the Council of Governments.

L. Protest Procedures and Dispute Resolution Process

The Mendocino Council of Government's "Protest Procedures and Dispute Resolution Process" shall be utilized to resolve any protests or disputes to this procurement process. (See **attached Exhibit 2** – Protest Procedures and Dispute Resolution Process.)

M. MCOG Acknowledgement

The following acknowledgment of participation must appear on the cover or title page of the Final Report for this study: "The preparation of this report was programmed through the Mendocino Council of Governments' FY 2015/16, FY 2016/17 and FY 2017/18 Transportation Planning Work Programs and funded with State of California Active Transportation Program (ATP) funds."

MENDOCINO COUNCIL OF GOVERNMENTS

PROFESSIONAL SERVICES AGREEMENT

[Project Name]

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.

MCOG is lead agency for the [Project Name], hereinafter referred to as the "**Project**," funded by [grant name, funding source and amount/s] from the [State of California, Department of Transportation], hereinafter referred to as the "**State**." MCOG shall be responsible to **State** for the successful completion of this **Project**, as authorized by resolution of MCOG’s Board of Directors.

All services performed by MCOG, **Consultant** and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Mendocino laws, ordinances, regulations, and Caltrans’ published manuals, 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 _____, with Attachments 1-6
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Rates of [Consultant] and Sub-consultants
- Exhibit D: Caltrans Local Assistance Procedures Manual Exhibit 10-J
- Standard Contract Provisions for Sub-consultant/DBE Participation.

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.

MCOG shall hold ten percent (10%) retainage of each invoice from **Consultant** and shall make quarterly incremental acceptances of portions of the contract work, and release retainage payments to **Consultant** based on these acceptances. **Consultant** shall return all monies withheld in retention from a sub-consultant within 30 days after receiving payment from **MCOG** as defined in Attachment D, Standard Contract Provisions for Sub-consultant/DBE Participation, Section 4(D).

Contractor shall make progress payments to its subcontractors, if any, no later than 10 days following receipt of payments by **MCOG**, in accordance with Section 7108.5 of the California Business and Professional Code, unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with **MCOG's** prior written approval.

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: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

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 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 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.*”

[Opt.: “**MCOG shall have unlimited future rights to use any models or computer programs which may be developed during the course of this study, and MCOG shall be exempt from any extra charge or license fee imposed by Consultant for such use, unless specifically identified in the proposal.**”]

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, Consultant** and its sub-consultants 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, Consultant** and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **MCOG, Consultant** and its sub-consultants 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, Consultant** and its sub-consultants 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, Consultant** and its sub-consultants 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.

Disadvantaged Business Enterprise (DBE) Obligation. **MCOG, Consultant** and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Title VI of the Civil Rights Act of 1964. **Consultant** agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code

section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, **Consultant** shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. **MCOG, Consultant** and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

Record Retention and Audits. **MCOG, Consultant** and its sub-consultants 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 of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by **MCOG** upon request, at no cost to State.

MCOG, Consultant and its sub-consultants 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.

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.

Phillip J. Dow, Executive Director
Mendocino Council of Governments

[Name, Title]
[Consultant Company Name]

Federal ID No.: _____

Mendocino Council of Governments

Protest Procedures & Dispute Resolution Process

I. Protest Procedures

11. Purpose: The purpose of these procedures is to set forth the procedures to be utilized by the Mendocino Council of Governments (MCOG) in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

12. General: In order for a bid protest to be considered by MCOG, it must be submitted by an interested party (as defined below in accordance with the procedures set forth herein). A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by MCOG, and will be returned to the submitting party without any further action by MCOG.

13. Definitions: For purposes of these Bid Protest Procedures:

(1) The term "Bid" includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offeror in response to a Request for Proposals (RFP).

(2) The term "contract" means that document to be entered into between MCOG and the successful bidder and offeror.

(3) The term "days" refers to normal business days of MCOG staff offices.

(4) The term "interested party" means any person: (a) who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.

(5) The term "solicitation" means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

14. Grounds for Protest: Any interested party may file a bid protest with MCOG on the grounds that:

(1) MCOG has failed to comply with applicable Federal or State Law;

(2) MCOG has failed to comply with its procurement procedures;

(3) MCOG has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;

(4) MCOG has issued restrictive or discriminatory specifications; or,

(5) Award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

15. Contents of Protest:

(1) A bid protest must be filed in writing and must include:

- a. The name and address of the protestor.
- b. The name and number (if available) of the procurement solicitation.
- c. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of MCOG procurement procedures, or specific term of the solicitation alleged to have been violated.
- d. Any relevant supporting documentation the protesting party desires MCOG to consider in making its decision.
- e. The desired relief, action, or ruling sought by the protestor.

(2) Protests must be filed with:

Executive Director
Mendocino Council of Governments
367 N. State Street, Suite 206
Ukiah, CA 95482

(3) All protests must be received at the MCOG address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time.

(4) If any of the information required by this section is omitted or incomplete, MCOG will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

16. Timing Requirements and Categories of Protests: MCOG will consider the following categories of bid protests within the time period set forth in each category:

(1) Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by MCOG. Any protest based on such grounds not filed within this period will not be considered by MCOG. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.

(2) Any bid protests regarding the evaluation of bids or proposals by MCOG, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with MCOG no later than 72 hours after the protestor's receipt of MCOG's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by MCOG.

17. Review of Protest by MCOG:

(1) MCOG will notify the protestor within 3 days of timely receipt of a bid protest that the protest is being considered.

(2) In the notification, MCOG will inform the protestor of any additional information required for evaluation of the protest by MCOG, and set a time deadline for submittal of such information. If MCOG requests additional information, and it is not submitted by the stated deadline, MCOG may either review the protest on the information before it, or decline to take further action on the protest

(3) In its sole discretion, MCOG may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to MCOG relative to the merits of the bid protest. MCOG will set a time deadline for the submittal of such comments, which will be no less than 5 days after MCOG provides notification of the protest.

(4) In its sole discretion, MCOG may schedule an informal conference on the merits of a bid protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by MCOG in deciding the bid protest if it is submitted to MCOG in writing within 3 days after the conference.

18. Effects of Protest on Procurement Actions:

(1) Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids, MCOG will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless MCOG determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.

(2) Upon receipt of a timely protest regarding evaluation of bid or proposals, or the approval or award of a contract, MCOG will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.

(3) Notwithstanding the pendency of a bid protest, MCOG reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:

- a. Where the item to be procured is urgently required;
- b. Where MCOG determines, in writing, that the protest is vexatious or frivolous;
- c. Where delivery or performance will be unduly delayed, or other undue harm to MCOG will occur, by failure to make the award promptly; or,
- d. Where MCOG determines that proceeding with the procurement is otherwise in the public interest.

I9. Summary Dismissal of Protests: MCOG reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by MCOG in a previous bid protest by any interested party in the same solicitation or procurement action.

I10. Protest Decisions:

(1) After review of a bid protest, the Procurement Officer shall make a recommendation to the Executive Director of the appropriate disposition of such protest.

(2) The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and MCOG's own investigation and analysis.

(3) If the protest is upheld, MCOG will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, revised evaluation of bids or proposals or MCOG's determination, or termination of the contract.

(4) If the protest is denied, MCOG will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

I11. Judicial Appeals: A protest adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California located in the county of Mendocino.

October 1, 2014