

# MENDOCINO COUNCIL OF GOVERNMENTS

## PROFESSIONAL SERVICES AGREEMENT

### Planning Services to the Mendocino Council of Governments

This Professional Services Agreement (“Agreement”) is entered into on October 1, 2024, by and between the Mendocino Council of Governments, hereinafter referred to as "**MCOG**" and Davey-Bates Consulting, 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 Planning Services, hereinafter referred to as the Project, to the Mendocino Council of Governments funded by local, state, and federal funds. **MCOG** shall be responsible to the State of California, Department of Transportation (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**.

- Exhibit A: MCOG's Request for Proposals dated March 6, 2024
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Debarment and Suspension Certification
- Exhibit D: Federal Tax Form W-9,
- Exhibit E: Caltrans Local Assistance Procedures Manual Exhibit 10-J  
- Standard Contract Provisions for Sub-consultant/DBE Participation.
- Exhibit F: Sub-Consultant List
- Exhibit G: Certifications

**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, unless otherwise negotiated.

## 2. PAYMENT FOR SERVICES

Compensation for the base fiscal year of service is \$558,531. This amount will be prorated to reflect the agreement start date of October 1, 2024. Compensation for subsequent fiscal years will be escalated to reflect the accumulated Consumer Price Index (CPI) and other potential cost increases, including merit salary adjustments and health benefit costs, proposed by the consultant during the annual budget development process and approved by the Board. This shall include compensation for completing the tasks and products identified in Exhibit 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 Exhibit.

The MCOG shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on a hourly/monthly 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

The MCOG will pay Consultant no more than every thirty (30) days based on itemized invoices for work completed, including documentation of any direct costs. Costs shall be shown to reflect hourly billing rates for all staff. Sub-consultant invoices shall also include narrative of work completed as well as detailed receipts of any direct expenses. Consultant mark-up of direct expenses or of subcontractor invoices are not allowable, therefore APC will not pay Consultant for any such increases to actual costs incurred.

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.

If **MCOG** substantially alters the scope of work, the annualized compensation 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 routine printing and reproduction costs of the deliverable within the scope of work, until final reports and products are accepted by **MCOG**.

#### 5. SERVICES OF MCOG

**MCOG** shall provide full information as to its requirements for performance of this Agreement, attached as **Exhibit B**. **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.

#### 6. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2024 to September 30, 2029. Execution of this Agreement by **MCOG** shall constitute **Consultant's** authority to proceed 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, “(a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds

*five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.*

*“(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.”*

## 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 one hundred and twenty (120) 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 its sub-consultants, 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.

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 Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. For more information, refer to: <https://www.ecfr.gov/>.

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 (e.g. 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.

#### 18. NOTICES

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

Chair of MCOG  
Mendocino Council of Governments  
525 South Main St.  
Ukiah, CA 95482

Lisa Davey Bates, Owner  
Davey-Bates Consulting  
525 South Main St.  
Ukiah, CA 95482

#### 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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Dan Gjerde  
Mendocino Council of Governments

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Lisa Davey-Bates, Owner  
Davey-Bates Consulting

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

**EXHIBIT A**  
**MCOG's REQUEST FOR PROPOSAL DATED**  
**MARCH 6, 2024**



**Mendocino Council of Governments**

**Request for Proposals**

**for**

**Planning Services to the Mendocino Council of Governments  
(MCOG)**

**Fiscal year 2024/25 through Fiscal Year 2028/29**

**Issued:** March 4, 2024

**Questions Due:** March 11, 2024

**Deadline for Proposal Due:** April 5, 2024

**Submit all questions and proposals to:**

Maura Twomey, Executive Director | Regional Analysis and Planning Services | 24580 Silver Cloud Court, Monterey, CA 93940 | mtwomey@ambag.org | fax 831.883.3755

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## **Introduction**

This request for proposal (RFP) announces the intent of the Regional Analysis and Planning Services to issue and administer this RFP on behalf of the Mendocino Council of Governments.

The Mendocino Council of Governments (MCOG), the Regional Transportation Planning Agency (RTPA) for Mendocino County. MCOG is soliciting a contractor to provide planning services to its Board to carry out its mission of serving as the RTPA. The selected candidate for this RFP will specifically serve as the Board's planning contractor and will implement and carry out State and Federal mandates. This contractor will serve simultaneously with the Board's administrative and fiscal services contractor to carry out the duties as detailed in the annual overall work program, and specifically those listed in "Scope of Work" of this RFP.

Under a separate RFP, MCOG is also soliciting a contractor to provide administrative and fiscal services to its Board to carry out its mission of serving as the RTPA. No one firm can be awarded both contracts.

Both contractors are expected to coordinate with one another consistently to meet all local, State and Federal mandated programs. There are overlapping responsibilities with the "Scope of Work" between the Fiscal and Administrative Staffing Services RFP and the Planning Services RFP. This overlap is meant to indicate that both contractors will need to coordinate in order to execute the responsibilities and to divide up the related tasks, with those more administrative and fiscal tasks being assigned to the administrative and fiscal services contractor; the planning and implementation tasks will be assigned to the planning services contractor. A more exhaustive list of responsibilities can be found below in section titled "Scope of Work".

## **Scope of Work**

The scope of work for the project includes the responsibility to provide planning services to the Mendocino Council of Governments in its role as the Regional Transportation Planning Agency as established in the Transportation Development Act. This includes but is not limited the following tasks:

- Implement all state and federal transportation requirements as mandated by Bipartisan Infrastructure Bill (BIL)/Infrastructure Investment and Jobs Act (IIJA), and numerous grant programs such as RAISE, BUILD, SS4A, etc.
- Update the Regional Transportation Plan every four years
- Prepare and amend the Active Transportation Plan every four years as part of the Regional Transportation Plan update
- Coordinate with the MCOG Administrative and Fiscal Services contractor to prepare and manage the annual overall work program and work program amendments
- Prepare overall work program quarterly/annual reports
- Attend MCOG Board meetings and prepare/provide reports on planning projects and topics
- Staff the MCOG Technical Advisory Committee and prepare agendas, staff reports, and minutes as needed
- Ensure ongoing coordination and consultation with Tribal governments; attend bi- annual

tribal meetings

- Prepare, amend and monitor the Regional Transportation Improvement Program (RTIP) as needed
- Coordinate the planning, programming and monitoring for State Transportation Infrastructure Program (STIP) with the MCOG administrative and fiscal services contractor
- Assist local agencies with project management and delivery (reporting, eligibility documents, invoicing, etc.)
- Serve as the liaison to the California Department of Transportation (CalTrans)
- Participate on Caltrans committees (i.e. District 1 Recreational Trails Committee)
- Serve as the liaison to the California Transportation Commission (CTC) in matters related to planning activities
- Coordinate with the administrative and fiscal services contractor to prepare federal and state grants
- Manage awarded State and Federal grants; prepare Requests for Proposals (RFP)s and conduct consultant procurement process
- Update and amend the Coordinated Human Services Transportation Plan every five years
- Attend statewide committee meetings
- Attend Great Redwood Trail Agency (GRTA) meetings
- Attend Mendocino Transit Authority (MTA) meetings and support MTA planning projects (i.e. serve on TAGs)
- Monitor and evaluate ongoing legislation that is relevant to regional planning
- Attend California Transportation Commission (CTC) meetings as needed for planning activities
- Attend all Regional Transportation Planning Agencies (RTPA) meetings
- Attend Rural Counties Task Force meetings and execute assignments as delegated by the Task Force
- Attend North State Super Region meetings, and participate on committees
- Coordinate with the administrative and fiscal services contractor to implement the Service Authority for Freeway Emergencies (SAFE) program
- Prepare & Update Disadvantaged Business Enterprise (DBE) documents, as required
- Prepare & Update Title VI Plan, as required
- Prepare & Update Public Participation Plan, as required
- Assist local agencies with grant applications for various State and Federal Programs
- Prepare State and Federal grant applications, and manage awarded projects
- Coordinate the Regional Housing Needs Allocation (RHNA) process every eight years in conjunction with State Housing Element law
- Conduct Regional Early Action Planning (REAP) and monitor local agency activities under this program

The above provides details of the scope of services required under this contract. Respondents to this RFP should build on this general description by proposing a scope of work with specific sub-tasks as deemed appropriate. Respondents also should refer to the Proposal Requirements, and Evaluation and Selection Process sections for additional requirements.

Additional tasks and work elements may be added or deleted during contract negotiations. Upon conclusion of the negotiation process, the selected consultant will be required to prepare a final work plan, schedule, and budget for inclusion in a final contract.

### **Optional Tasks**

MCOG may add additional tasks to the scope of work which would be executed at MCOG’s discretion if needed. The additional tasks could involve additional meetings or work beyond the tasks listed above that may be needed. This would be negotiated based on the rates included in the final contract.

### **Schedule**

<b>Task</b>	<b>Completion Date</b>
<b>Release RFP</b>	March 4, 2024
<b>Questions Due</b>	March 11, 2024
<b>Post responses to questions/addendum (as needed)</b>	March 15, 2024
<b>Proposals Due</b>	April 5, 2024
<b>Evaluation Committee Completes Proposal Review</b>	April 15, 2024
<b>Short Listed Candidates Notified</b>	April 17, 2024
<b>Proposers Not on Short List Notified</b>	April 17, 2024
<b>Oral Interviews for Short Listed Consultants (if applicable)</b>	April 22, 2024
<b>Consultant Selection and Notice of Intent to Award</b>	April 25, 2024
<b>Candidates Not Recommended for Selection Notified</b>	April 25, 2024
<b>Notice of Intent to Protest Deadline</b>	April 30, 2024
<b>MCOG Board Approval of Consultant</b>	May 2024 Board Mtg
<b>Execute Contract</b>	June 2024 Board Mtg

### **Proposal Submittal**

Interested consultants must submit a digital copy of the proposal to the Project Manager as follows:

Digital: Send as a single PDF or PDF portfolio

All submissions must be received by Regional Analysis and Planning Services on or before April 5, 2024, at 4:00 p.m. Pacific Daylight Time (PDT). By submitting a proposal, the Proposer certifies that his or her name or the consultant firm's name, as well as the name of Proposer’s subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

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

## **Submittal Questions and Addenda**

All questions regarding this RFP should be received no later than March 11, 2024, at 4:00 p.m. PDT by e-mail to Maura Twomey at [mtwomey@ambag.org](mailto:mtwomey@ambag.org) or by fax to (831) 883-3755.

Responses that require that an addendum be issued to the RFP will be posted on the MCOG website at [www.mendocinocog.org](http://www.mendocinocog.org) on or before March 15, 2024, at 4:00 p.m. PDT. It is the responsibility of proposers to check the MCOG website to determine if any addenda have been issued. Any addenda to the RFP will become part of the RFP.

Regional Analysis and Planning Services reserves the right to revise the RFP prior to the date that proposals are due. It is the responsibility of proposers to check the MCOG website to determine if a modified RFP has been issued.

## **Notice of Award**

The final recommended consultant shall be informed by phone and confirmed in writing or in an email on or before April 25, 2024. Candidates not recommended for contract award shall be informed by April 25, 2024.

## **Project Manager**

Maura Twomey, Executive Director  
Regional Analysis and Planning Services  
24580 Silver Cloud Court, Monterey, CA 93940  
Email | [mtwomey@ambag.org](mailto:mtwomey@ambag.org) (preferred communication)  
Phone | 831.264.5100  
Fax | 831.883.3755

## **Proposal Requirements**

- A. Proposals should be concise, well organized and demonstrate the proposer's qualifications and experience applicable to the project. Proposals shall be limited to 50 pages (8.5 inches x 11 inches). The proposal must include a discussion of the proposer's approach to the project, a description of the firm's qualifications for the scope of work, a schedule of contract performance and a cost estimate.
- B. The proposal and any required certifications shall be signed by an individual or



individuals authorized to execute legal documents on behalf of the proposer.

- C. Failure to comply with the requirements of the RFP may result in disqualification. AMBAG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. AMBAG may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be interpreted in favor of MCOG. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.
- D. The proposer shall certify whether it takes no exception(s) to this RFP and the draft contract. If the proposer does take exception(s) to any portion of the RFP or the draft contract, the specific portion to which exception(s) is taken must be identified and explained. Failure to make exceptions to the RFP or draft contract within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.
- E. Regional Analysis and Planning Services reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposals deemed most advantageous to MCOG.

## **Evaluation and Selection Process**

- A. Based upon the proposals and other appropriate evaluation factors, the top-ranked proposer(s) will be short listed. Negotiations with the selected firm may cover: scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort, and price.
- B. Proposers will be evaluated on the following criteria according to the weights assigned below based on the written proposal. Oral interviews will also be worth 100 points. MCOG reserves the right to add the proposers' interview scores to the proposal evaluation scores or to select proposers based solely upon their written proposal and/or oral interview.
- C. All proposals must be completed and convey all of the information requested in order to be considered responsive. The proposals and interviews (if conducted) will be evaluated on the basis of the criteria listed below. The total number of points used to score the proposals is 100.

D. Evaluation factors and point values will be as follows:

<b>Criteria</b>	<b>Description</b>	<b>Points</b>
Proposed method to accomplish the work	<ul style="list-style-type: none"><li>▪ Professional qualifications</li><li>▪ Relevant experience</li></ul>	<b>25</b>
Project experience	<ul style="list-style-type: none"><li>▪ Nature, quality, and relevance of recently completed projects</li></ul>	<b>25</b>
Staff Qualifications	<ul style="list-style-type: none"><li>▪ Unique qualifications of key personnel</li></ul>	<b>20</b>
Cost or Best Value	<ul style="list-style-type: none"><li>▪ Ranking of comparative costs among proposed firms, providing the best value of services offered</li></ul>	<b>30</b>
<b>Total</b>		<b>100</b>

All proposers must complete a Cost Estimate form detailing proposed costs for the contract (see RFP Attachment A) in addition to the written proposal.

The Evaluation Committee will review all submitted proposals. Proposers may be emailed and asked for further information, if necessary and may be expected to participate (virtually) in oral interviews on April 22, 2023. The Evaluation Committee will make recommendations to MCOG's Board of Directors on the basis of the proposal, oral interview, and reference check. MCOG reserves the right to select a consultant based solely on written proposals and to not convene oral interviews.

If the MCOG Board of Directors select a different consultant than the one recommended by the Evaluation Committee, the Project Manager, will prepare a memo explaining the selection.

### **Contractual Information and Payment Schedule**

The contract agreement for the Planning Services will be between MCOG and the Consultant. The consultant will invoice MCOG for services rendered, and MCOG will compensate the consultant for these services as set forth in the agreement. Funding for the consultant services will be provided by MCOG.

The Consultant will be paid based on work actually performed, and accepted and beneficial to MCOG, in writing by MCOG, during the preceding month. The consultant should forward a copy

of all invoices for payment for work performed, associated expenses, and required forms, by the 10th day of the month.

At least six months prior to contract termination, the MCOG Board or its delegate shall conduct a performance review of the CONTRACTOR and a cost analysis. Based on the results of the performance review and cost analysis, the Board may elect to amend this contract for additional period of time not to exceed five years.

## **Terms & Conditions**

### **A. Limitations**

This request for proposal (RFP) does not commit MCOG to award a contract, to pay any pre-contractual expenses, or to procure or contract for services or supplies. MCOG expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Proposer and of the suitability of the materials and/or services to be rendered. MCOG reserves the right to withdraw this RFP at any time without prior notice. Further, MCOG reserves the right to modify the RFP schedule described above.

### **B. Award**

MCOG may ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. MCOG also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

### **C. Verbal Agreement or Conversation**

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

### **D. Pre-contractual Expenses**

Pre-contractual expenses include any expenses incurred by Proposers and selected contractor in:

- Preparing proposals in response to this RFP
- Submitting proposals to MCOG
- Negotiations with MCOG on any matter related to proposals.
- Other expenses incurred by a contractor or Proposer prior to the date of award of any agreement.

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

#### **E. Signature**

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by no later than June 2024.

#### **F. Conflict of Interest Statement**

Consultants and consultant firms submitting proposals in response to this RFP must disclose to MCOG any actual, apparent, perceived, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal. The selected consultant shall refrain from and disclose subsequent potential conflicts during this contract. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this contract. Consultant shall file statements of financial interest on forms provided by MCOG to the extent and at all times required by MCOG's Conflict of Interest Code and applicable law.

#### **G. Contract Arrangements**

The successful consultant is expected to utilize the MCOG Agreement for Services which included as Attachment C.

G1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation (USDOT) that minority- and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

G2. DBE Obligation: The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

G3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

G4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

(1) A copy of the consultant's affirmative action policy (applicable for firms with 50 or more employees)

(2) Discussion of the consultant's program for use of DBEs in the performance of this work, including the following:

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

#### **H. Americans with Disabilities Act (ADA) Provisions**

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of MCOG to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the MCOG representative listed in this RFP.

**IMPORTANT:** To ensure that we can meet your need for ADA accommodations, it is best that we receive your request for reasonable modification at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadlines due date for procurement documents. In order to ensure the proposal is in compliance with Federal ADA guidelines, Proposers should review the Federal ADA guidelines at <http://www.ada.gov/>.

#### **I. Alternative Protest Process**

This procurement is being conducted under the provisions of the Alternative Protest Process. By submitting a proposal to this solicitation conducted under the Alternative Protest Process, the Proposer agrees that all protests of the proposed award shall be resolved by the Executive

Committee of MCOG, whose decision will be final. During the protest period, any participating Proposer may protest the proposed award on the following grounds:

For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting Proposer’s proposal should have been selected; or For any other acquisition – that the protesting Proposer’s proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written notice of intent to protest the proposed award of this solicitation must be received (emails and facsimile acceptable) by the project manager before the close of business 4:00 p.m. PDT on the third (3rd) business day after notifying the Proposer of intent to award, as specified in the solicitation timeline. Failure to submit a timely, written notice of intent to protest waives the Proposer’s right to protest. The Proposer is to send the notice of intent to protest to the project manager at the following address:

Maura Twomey,  
Executive Director  
Regional Analysis and Planning Services  
24580 Silver Cloud Court, Monterey, CA 93940  
Fax: 831-883-3755

Within seven (7) business days after the last day to submit a notice of intent to protest, the MCOG project manager must receive from the protesting Proposer the complete protest filing including the signed, written, detailed statement of protest including exhibits, filing fee and deposit or small business certification, as applicable. Untimely submission of the complete protest filing waives the Proposer’s right to protest.

The protest bond amount for this Alternative Protest Process shall be ten percent (10%) of the contract amount as specified in the solicitation.

#### **J. Requirements Protests**

Protests regarding any issue other than selection of the successful Proposer are “requirements protests” to be heard by the Executive Director, or his or her designee, and may be appealed to, heard, and resolved by the Executive Committee of MCOG, whose decision will be final. Before a requirements protest is submitted, the Proposer must make full and timely use of the procedures outlined in this RFP. This procurement procedure is designed to give the Proposer and MCOG adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Proposal is due. The protest procedure is made available in the event that a Proposer cannot reach a fair agreement with MCOG after exhausting these procedures.

All protests to the RFP requirements must be received by the Executive Committee as promptly as possible, but not later than the respective time and date as noted in this RFP for such protests.

Requirements protests must be mailed or delivered to:

Maura Twomey  
Regional Analysis and Planning Services  
24580 Silver Cloud Court  
Monterey, CA 93940

### **Incorporation of Attachments**

The following documents are attached and incorporated by reference if the box next to document title is marked.

- RFP Attachment A – Sample Cost Estimate
- RFP Attachment B – Subconsultant List
- RFP Attachment C– Draft Agreement for Services

**SAMPLE COST ESTIMATE – RFP ATTACHMENT A**

Project: \_\_\_\_\_

Consultant: \_\_\_\_\_

Services will commence on 10/01/2024 and be fully completed on 09/30/2029. Please provide the following detail cost information for the first year of the proposed contract in addition to an estimated proposal for the contract term (sum of first year detail multiplied by 5-year term).

Combined Overhead (%) +

		Hours	Actual Rate/Hr	Loaded* Rate/Hr	Labor Amount	Total
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
<hr/>						
Other Direct Costs						
Item 1	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Item 2	Classification		\$0.00	\$0.00	\$0.00	\$0.00
<hr/>						
		Annual Hours:	<input type="text"/>	Annual Cost:	<input type="text"/>	
				Five Year Cost:	<input type="text"/>	

\* Loaded hourly rate: includes labor overhead, fringe benefit, and general administrative expenses (% of total direct labor cost)  
 Loaded hourly rate calculation: \$ actual hourly rate x (1 + combined of overhead & fringe %) x (1 + fee %)

Name and Title of Authorized Representative (typed) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_



**SUBCONSULTANT LIST – RFP ATTACHMENT B**

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The proposal shall include a complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from MCOG.

**PROPOSED SUBCONSULTANTS**

<b>Subconsultant Firm Name and Address</b>	<b>Scope of Work</b>	<b>Dollar Amount of Work</b>

---

Name of Firm

---

Printed name and Title of Signatory

---

Signature

---

Date

## DRAFT AGREEMENT FOR SERVICES – RFP ATTACHMENT C

### MENDOCINO COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into this day of \_\_\_\_, \_\_\_\_\_, by and between the Mendocino Council of Governments, hereinafter referred to as "MCOG", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

#### WITNESSETH

WHEREAS, MCOG may retain independent contractors to perform special services to or for MCOG; and

WHEREAS, MCOG believes the provision of these services to the residents is in their best interests and CONTRACTOR agrees to perform such duties and render such services, as outlined more specifically below; and

WHEREAS, MCOG wishes to extend to the residents of the County of Mendocino certain services which CONTRACTOR is equipped, staffed, licensed and prepared to provide; and

WHEREAS, CONTRACTOR is willing and able to perform duties and render services which are determined by MCOG to be necessary or appropriate for the welfare of residents of the County of Mendocino; and

NOW, THEREFORE, we agree as follows:

1. The term of this Agreement shall be from October 1, 2024 through September 30, 2029.
2. CONTRACTOR has been selected by MCOG to provide those services described in MCOG's Request for Proposal (Exhibit "A") attached hereto and incorporated herein by reference.
3. CONTRACTOR must request compensation for services on a monthly basis. All compensation contemplated by this Agreement and not requested by CONTRACTOR during the term of this Agreement shall be forfeited to MCOG.
4. FINANCIAL RECORDS
  - A) CONTRACTOR shall maintain on a current basis and preserve for a period of three (3) years, or until audit findings are resolved, whichever is later, records of all operating costs and expenses incurred as well as of all revenues received applicable to performances rendered under this Agreement.

- B) MCOG and/or its appropriate audit agency shall have the right to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amounts payable under this Agreement.
5. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR must comply with all necessary licensing requirements and must obtain appropriate licenses and display the same in a location that is reasonably conspicuous.
  6. OWNERSHIP OF EQUIPMENT: CONTRACTOR shall furnish necessary office equipment to perform services under this Agreement. Title to all property acquired by CONTRACTOR in connection with this Agreement or the services rendered pursuant thereto shall vest in CONTRACTOR.
  7. AFFIRMATIVE ACTION: CONTRACTOR certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and any other federal or state laws pertaining to equal employment opportunity and that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, handicap, age, sex, national origin or ancestry in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
  8. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from MCOG any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
  9. ASSIGNMENT: CONTRACTOR shall not assign this Agreement to a third party without the prior written consent of MCOG and any such assignment in violation of this section shall automatically terminate this Agreement; provided, however, that such provision shall not be deemed to apply to nor prevent subcontracting by CONTRACTOR hereunder to any independent CONTRACTOR rendering the particular service at CONTRACTORS' facilities under an agreement with CONTRACTOR, and payment by CONTRACTOR to such independent contractor of portions of the amount received from MCOG hereunder, provided there is prior approval by MCOG of the Agreement with the independent contractor.
  10. RELATIONSHIP OF PARTIES: INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the MCOG in any capacity whatsoever and MCOG shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold MCOG harmless from any and all liability which MCOG may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of MCOG.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and MCOG laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of MCOG is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the MCOG agency concerned.

11. INDEMNIFICATION: CONTRACTOR shall indemnify, defend, and hold harmless the MCOG, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of MCOG. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
12. CONTRACT TERMS: The term of this Agreement shall be from October 1, 2024 through September 30, 2029.
13. At least six months prior to contract termination, the MCOG Board or its delegate shall conduct a performance review of the CONTRACTOR and a cost analysis. Based on the results of the performance review and cost analysis, the Board may elect to amend this

contract for additional period of time not to exceed five years.

14. MCOG reserves the right to terminate this agreement at any time upon providing CONTRACTOR one hundred twenty (120) days' notice. In the event this Agreement is terminated prior to the expiration of the original five years, CONTRACTOR shall be paid on a prorated basis for only that portion of the contract term during which CONTRACTOR provided services pursuant to this Agreement.
15. TIME: Time is of the essence.
16. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
17. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
18. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of MCOG, its officers, directors, employees or agents, in advertising or publicity releases or otherwise unless the sole purpose of such advertisement or publicity is for communication or outreach to the community which relates to MCOG meetings or projects and/or duties identified in the scope of work attached hereto as Exhibit A without securing the prior written consent of MCOG in each instance.
19. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between MCOG and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
20. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
21. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

22. ASSURANCE OF PERFORMANCE: If at any time the MCOG has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, MCOG may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to MCOG, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of MCOG's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

**MENDOCINO COUNCIL OF GOVERNMENTS**

DRAFT

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

CHAIRMAN

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security No. \_\_\_\_\_

**APPROVED AS TO FORM:**

Or Tax I.D. No.

Attorney for MCOG

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

By: \_\_\_\_\_

**EXHIBIT A**

Scope of Services

To be determined upon award of contract.

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**EXHIBIT B**

Payment Terms

To be determined upon award of contract.

DRAFT



## EXHIBIT C

### INSURANCE REQUIREMENTS

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

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for any claims of any sort related to this agreement and/or the action of contractor and its employees arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

1. CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:
  - a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
  - b. Vehicle/ Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

**EXHIBIT A. PROJECT TASKS/SERVICES, TIMELINE,  
AND BUDGET**

DRAFT

**EXHIBIT B. DEBARMENT AND SUSPENSION  
CERTIFICATION**

DRAFT

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to MCOG.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by MCOG. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to MCOG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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**Name of Firm**

---

**Signature (original signature required)**

DRAFT

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**Date**

**EXHIBIT C. FEDERAL TAX FORM W-9, REQUEST FOR  
TAXPAYER IDENTIFICATION NUMBER AND  
CERTIFICATION**

DRAFT

**EXHIBIT D. DISADVANTAGED BUSINESS  
ENTERPRISES (DBE) INFORMATION FORM**

DRAFT

# **EXHIBIT E. CERTIFICATIONS**

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**CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attached code for the complete statutory language.

Current members of the MCOG Board of Directors are attached.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MCOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES  NO

If yes, please identify the Director(s): \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MCOG Director(s) in the three months following the award of the contract?

YES  NO

If yes, please identify the Director(s): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude RAPS from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_

**California Government Code Section 84308**

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
  - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
  - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
  - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
  - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
  - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for

use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission,  
428 J Street, Suite 800,  
Sacramento, CA 95814,  
(916) 322-5660.

**MCOG Board of Directors**

<b>Agency</b>	<b>Representative</b>	<b>Alternate Representative</b>
County of Mendocino County of Mendocino City of Fort Bragg Countywide Public Appointee City of Willets City of Ukiah City of Point Arena	Dan Gjerde John Haschak Bernie Norvel Micheal Carter Greta Kanne Josefina Duenas Jeff Hansen	Glenn McGourty  Pending  Larry Stranske Susan Sher Anna Dobbins

DRAFT

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  a. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  _____ b. material change</p> <p><b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime      _____ Subawardee                  Tier _____, if Known:</p> <p align="center"><b>DRAFT</b></p> <p>Congressional District, if known:</p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>                  Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>                  (if individual, last name, first name, MI):</p>	<p><b>b. Individuals Performing Services (including address if different from No. 10a)</b>                  (last name, first name, MI):</p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>                  Standard Form - LLL (Rev. 7-97)</p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**EXHIBIT B**  
**SCOPE OF WORK, SCHEDULE AND BUDGET**

# **DAVEY-BATES CONSULTING - SCOPE OF SERVICES**

## **COORDINATION WITH MCOG ADMINISTRATIVE AND FISCAL SERVICES**

A vital component of providing efficient and effective planning services to MCOG will be the seamless relationship the planning contractor fosters with MCOG administrative staff. If given the opportunity to provide planning services to MCOG, staff of Davey-Bates Consulting will utilize their expertise in maintaining a cohesive and transparent flow of communication with MCOG administrative staff. Such communication will be most important when preparing and administering budgets, preparing for MCOG Board meetings, conducting Technical Advisory Committee meetings, developing and managing overall work programs, State Transportation Improvement Programs, Regional Transportation Improvement Programs, Regional Transportation Plans and other transportation planning documents, submitting and administering state and federal grant programs, and implementing the SAFE Program. In addition, day-to-day coordination on routine items (such as MCOG agenda preparation, responding to public inquiries, etc.) is also important, and Davey-Bates Consulting staff will ensure that communication flow is maintained.

## **APPROACH TO MCOG PLANNING SCOPE OF WORK**

The following is a detailed work plan of the bulleted tasks provided in the Scope of Work for MCOG Planning Services and the Mendocino SAFE Program. This section groups the tasks identified in the Request for Proposals and defines how staff of Davey-Bates Consulting would continue to fulfill those duties as the Planning Services contractor. Because we have only two contracts, we are able to focus on those duties identified in the Scope of Work and serve as staff to MCOG and Mendocino SAFE without the disruption or distraction of other projects as with other consulting firms. It is important to note that the implementation schedule is certainly subject to change, and several of the tasks rely heavily on schedules that are generated by the legislature, Caltrans, MCOG Board of Directors, and others.

As the planning contractor for Mendocino Council of Governments, the Davey-Bates Consulting (DBC) team will fulfill the required Scope of Work efficiently and competently, informed by our long history of having successfully performed these specific duties under our current planning services contract with MCOG. We will work closely with the selected MCOG Administrative and Fiscal Services contractor to ensure all required duties of the regional transportation planning agency are performed in a professional manner.

**We propose the following approach to carrying out the tasks outlined in the RFP:**

### **REGIONAL TRANSPORTATION PLANNING & INTERGOVERNMENTAL COORDINATION**

#### **Attend MCOG Board meetings and prepare/provide reports on planning projects and topics.**

DBC staff will attend all MCOG Board meetings, and will prepare thorough staff reports on current and upcoming planning projects, grants, capital programs, and relevant issues of interest to MCOG. Our staff will attend transportation-related meetings at the local, regional, and state-wide level to stay informed on key transportation and transportation-related issues, and will provide regular written and/or verbal reports to the MCOG Board.

#### **Assist local agencies with project management and delivery (reporting, eligibility documents, invoicing, etc.)**

DBC staff will assist local agency staff with reporting requirements for SB 1 programs (i.e. Local Partnership Program); support delivery of grant-funded projects (i.e. Orchard Avenue Extension Study) by participating in stakeholder outreach and serving on project development team (PDT); assist agencies by taking on a regional role, where appropriate, to procure one consultant to perform individual local agency projects (i.e. hiring one consultant to develop to develop individual County/City Local Road Safety Plans), and managing the project, including invoicing.



**Staff the MCOG Technical Advisory Committee and prepare agendas, staff reports, and minutes.**

DBC staff will handle all aspects of staffing the Technical Advisory Committee (TAC). This includes scheduling, planning, and legally noticing TAC meetings to comply with the Brown Act (including regulations for hybrid, virtual, and in-person meetings), preparation of agendas, staff reports, and minutes. Numerous issues are presented to the TAC for their review and recommendation to the MCOG Board. As new programs emerge through federal or state legislation, or through the annual state budget, the TAC may be asked to provide input on program or policy development. A recent example was the new Carbon Reduction Policy. As MCOG's planning contractor, DBC staff developed a draft program, with policies, and presented it to the TAC, which reviewed it and recommended adoption by MCOG. As staff to the TAC, our planners research issues and provide thorough, written staff reports to inform TAC members on key issues. We also coordinate with Caltrans to schedule TAC presentations of key issues that pertain to the region.

**Ensure ongoing coordination and consultation with Tribal governments and attend bi-annual tribal meetings.**

DBC staff will ensure ongoing tribal coordination by including a standing agenda item on monthly TAC meetings to invite tribal participation at these meetings to improve communication and ensure that tribes are aware of transportation items being discussed at the regional level. We will attend all bi-annual tribal meetings, and make presentations, as needed. This may include presentations on MCOG's Regional Transportation Plan/Active Transportation Plan update, and providing information on grant programs available to tribal governments. We coordinate with the Caltrans District 1 Tribal Liaison to maintain a current contact list of Mendocino County tribes.

**Monitor and evaluate ongoing legislation that is relevant to regional planning**

DBC staff will monitor legislation relevant to regional transportation planning and local government, as needed. We will evaluate legislation for its impact on our region, and may, at times, recommend the MCOG Board take a position on pending legislation. DBC "subscribes" to legislative updates on the Assembly website, to stay apprised on specific bills of interest and their status, as an efficient method of tracking legislation. We will implement new or revised enacted legislative requirements, as needed.

**Attend Great Redwood Trail Agency (GRTA) meetings**

DBC staff will monitor the activities of the GRTA, the progress of planning for the Great Redwood Trail, and the GRTA's meeting agendas and minutes. We will attend trail planning workshops and board meetings as much as possible, depending on the location. The recent decision of the GRTA to provide opportunities for virtual attendance (i.e. when meetings are in Humboldt Co.) will provide increased opportunities for opportunities at distant locations.

**Attend Mendocino Transit Authority (MTA) meetings and coordinate with MTA planning projects (i.e. serve on TAGs)**

DBC staff will regularly attend MTA board meetings and provide assistance to MTA staff as needed. We will coordinate with MTA staff on transit planning projects and serve on technical advisory groups (TAGs), as needed (such as for the recent Short Range Transportation Development Plan update). We will implement any transit-related Overall Work Program-funded projects (such as the Ukiah Transit Center feasibility study), and provide grant assistance, as needed. DBC staff members also provide services to the Lake Transit Authority under a separate contract and are exceptionally qualified to provide assistance with transit-related issues.

**COORDINATION WITH CALTRANS, CALIFORNIA TRANSPORTATION COMMISSION & STATEWIDE COMMITTEES**

**Serve as the liaison to the California Department of Transportation (Caltrans)**

**Serve as the liaison to the California Transportation Commission (CTC) and attend meetings in matters related to planning activities *(Both tasks addressed below)***

DBC Principal, Ms. Davey-Bates will serve as liaison to both Caltrans and the California Transportation Commission (CTC), as MCOG's planning contractor. The CTC is responsible for developing and approving guidelines and allocations for many of the programs that fund transportation projects in our region. We will

continue to work with staff and attend CTC meetings to answer questions and provide comments as needed for both MCOG projects or interests as well as those of our local agencies. As MCOG staff, Davey-Bates Consulting is currently working with the Administrative Contractor to organize a California Transportation Commission Town Hall meeting to be hosted by MCOG in April of this year. We also frequently work with Caltrans staff as they are an important partner and frequently fund many of our efforts. Maintaining this relationship is critical to both MCOG and our local agencies. Over the years, Davey-Bates Consulting has built strong relationships with District 1 and Caltrans Headquarters staff that enable us to successfully move our projects forward and act as a liaison for local agencies. As MCOG planning staff, our work with other State agencies also includes the California State Transportation Agency for policy development and SB 125 transit funding, California Air Resources Board for various clean transportation grant programs, and Housing and Community Development regarding the Regional Housing Needs Allocation and Regional Early Action Program.

**Participate on Caltrans committees (i.e. District 1 Recreational Trails Committee)**

DBC staff will participate on this Recreational Trails Committee, formed by Caltrans District 1 staff, to review non-motorized trails on the Mendocino Coast, and make recommendations for appropriate facilities and routes. We will attend monthly committee meetings, review meeting agendas, maps, and information provided by Caltrans, and will participate with committee members to identify route segments that may be potential segments of the CA coastal trail, and identify if non-motorized segments should remain on SR 1, or move to adjacent public or private routes.

**Attend Rural Counties Task Force meetings & execute assignments delegated by the Task Force**

**Attend Regional Transportation Planning Agencies (RTPA) meetings**

**Attend North State Super Region meetings, and participate on committees**

**Attend statewide committee meetings (All four tasks addressed below)**

DBC staff will attend the bi-monthly RCTF meetings, as these important, rural-focused meetings provide unparalleled access to key State leaders, who regularly attend the meetings to provide key updates on State and Federal programs. Our staff will use the information gained through these interactions to keep staff aware of program requirements, deadlines, funding opportunities, and other essential aspects of the numerous transportation programs of interest to MCOG. In the past, DBC staff, as MCOG planning staff, have served in various roles on this statewide committee, including Chair and Secretary. As such, we have participated in assignments such as representing the RCTF on various committees, and providing reports to the CTC. DBC staff will also regularly attend RTPA meetings to stay abreast of transportation issues and programs under discussion at the State level. Although these RTPA meetings are more urban-focused than rural, they are informative as they are also often attended by department heads and leaders of key programs. DBC staff will also attend the quarterly (or periodic) North State Super Region meetings. These meetings also have a rural focus, and staff benefits from collaborating with our transportation partners as we join together to support rural issues. DBC staff will attend a wide variety of statewide committee meetings to stay informed and involved on new and existing programs, and provide a rural voice as program guidelines are developed or revised. We've experienced the importance of being present at these meetings to advocate for rural concerns

**GRANT PREPARATION & MANAGEMENT**

**Implement all state and federal transportation requirements as mandated by Bipartisan Infrastructure Bill (BIL)/Infrastructure Investment and Jobs Act (IIJA), and numerous grant programs such as RAISE, BUILD, SS4A, etc.**

DBC staff will closely monitor state and federal transportation-related grant programs for local relevance, participate in workshops to stay informed of program requirements and new requirements on transportation planning agencies, share information with local agencies and tribal governments which lack staff resources to track the vast number of programs, and assist agencies with grant applications. As an example of our recent work in this area, in order to ensure local agencies' eligibility for the federal "State Streets for All" (SS4A) grant program, we applied for, and were awarded, both state and federal grant funding to update local agencies' Local

Road Safety Plans, in order to qualify them for SS4A Implementation grants. DBC staff will research any new requirements that flow down to regional transportation planning agencies from the federal infrastructure bills and will work with MCOG Administrative and Fiscal Services contractor to implement requirements, as needed.

### **Prepare State and Federal grant applications, and manage awarded projects**

#### **Manage awarded state and federal grants; prepare Requests for Proposals (RFP)s and conduct consultant procurement process** *(both tasks addressed below)*

DBC staff will continue our successful record of managing awarded grant projects. We will review and comply with grant program requirements, and conduct competitive procurement processes in compliance with MCOG's adopted procurement procedures. We will utilize Consultant Selection Committees comprised of representatives from local agencies and Caltrans, as needed, to score and rank consultant proposals, for recommendation to MCOG's Executive Director. We will closely coordinate with MCOG's Administrative and Fiscal Services contractor which serves as MCOG's contract officer, and is responsible for preparing and executing required forms and consultant contracts. DBC staff will provide grant management duties by overseeing consultant work, reviewing deliverables, participating in project meetings and other tasks, as appropriate (i.e. community outreach), and preparing required reports and invoices.

#### **Assist local agencies with grant applications for various State and Federal Programs.**

DBC staff will monitor relevant State and Federal transportation-related grant programs (for both planning and implantation/capital projects) to stay abreast of emerging funding opportunities, and stay educated and informed by actively participating in guidelines workshops. With our knowledge of various grant programs, we assist local agencies with identifying appropriate grant programs and with developing competitive applications which thoroughly address identified scoring rubrics and grant program criteria.

#### **Coordinate with the Administrative and Fiscal Services contractor to prepare state and federal grant applications**

DBC staff will work closely with MCOG's Administrative and Fiscal Services contractor during development of state and federal grant applications to ensure all grant program requirements are addressed and competitive applications are submitted. Coordination in this area is crucial, because although grant applications will be prepared by DBC planning staff (with input from the Administrative and Fiscal Services contractor), grant submission requirements include signature by MCOG's Executive Director (Administrative contractor).

## **REGIONAL PLAN DEVELOPMENT**

### **Prepare & Update Public Participation Plan as necessary**

DBC staff will monitor, and keep current, MCOG's Public Participation Plan, to ensure that the methods and information are accurate and appropriate and comply with federal requirements. Originally adopted in 2008, DBC planning staff updated MCOG's Public Participation Plan in December 2020 to modernize the methods of public outreach that MCOG and any subconsultants may use when interacting with the public. This plan was originally required as part of the 2005 federal transportation bill and has been a requirement of each bill since. DBC staff will continue to monitor and update the plan, as needed, to comply with federal requirements.

### **Update the Regional Transportation Plan every four years**

DBC staff will update the RTP every four years, as required. The last RTP was adopted in February 2022, and the next update will be due in February, 2026. DBC staff will participate in RTP guidelines workshops and review updated guidelines. We will begin the 2026 RTP update process with a review of existing goals and policies. Proposed new or revised policies will be presented to MCOG's Technical Advisory Committee (TAC) for review, such as in previous updates where climate change and electric vehicle (EV) - related policies were updated and strengthened. We will solicit input from all local jurisdictions on planned and needed transportation projects for all transportation modes, coordinate with all ten tribal governments on tribal projects and plans, and conduct a thorough public and stakeholder outreach process. The 2022 update included use of an online public outreach platform (Social Pinpoint) which allowed participants to submit comments, pin locations on maps, and respond to

an e-survey. We anticipate that platform will again be used for the 2026 update. The draft RTP will be reviewed by the TAC, which will make a recommendation to MCOG. DBC staff will provide reports to the MCOG Board at various stages throughout the RTP update process, and a draft plan will be presented for MCOG Board review, prior to consideration of the final plan at a legally noticed public hearing. The required environmental review will be conducted, which is anticipated to result in the adoption of a Negative Declaration. Required legal notices and forms will be completed as needed.

**Prepare and amend the Active Transportation Plan every four years as part of the Regional Transportation Plan update**

DBC staff will prepare the next Active Transportation Plan update (due in 2026) simultaneously with the 2026 RTP, as was done for the 2022 update, for efficiency. We will review ATP requirements to ensure the updated plan satisfies State guidelines. The 2026 ATP will be included as the Active Transportation element in the 2026 RTP. DBC staff will work with local jurisdictions and tribal governments to identify planned and needed bicycle and pedestrian improvements within all areas of the County. If an ATP amendment is needed after plan adoption, a proposed amendment will be prepared and presented to the TAC for recommendation, prior to adoption by MCOG.

**Update and amend the Coordinated Human Services Transportation Plan every five years**

DBC staff will conduct a procurement process to hire a consultant to update the Coordinated Human Services Transportation Plan. The plan was last updated in May, 2021, and the next five-year update is due in May, 2026. We will work with the consultant to update data in the plan detailing existing public and private transportation services, and will coordinate public and stakeholder workshops to solicit public input for the updated plan. We will coordinate with the Social Services Transportation Advisory Council (SSTAC) and TAC to review the plan, and prepare a public hearing legal notice for plan review and adoption by MCOG.

**Prepare & Update Title VI Plan as necessary *(addressed with the task below)***

**Prepare & Update Disadvantaged Business Enterprise (DBE) documents, as required**

Since MCOG acts as a passthrough for FTA funds that go to the Mendocino Transit Authority, MCOG is required to have a current Title VI plan. DBC staff will update MCOG's Title VI plan on a triennial basis, ensuring that the information in each update is as current as possible. Additionally, DBC staff will assist local 5310 recipients in developing and updating their Title VI plans to ensure their compliance with Title VI. DBC staff will complete all relevant Disadvantaged Business Enterprise (DBE) documents when procuring services using federal funds.

**OVERALL WORK PROGRAM (OWP) DEVELOPMENT & MANAGEMENT**

**Coordinate with the MCOG Administrative and Fiscal Services contractor to prepare and manage the annual overall work program and amendments**

DBC staff will closely coordinate with the MCOG Administrative and Fiscal Services contractor to develop the annual Overall Planning Work Program (OWP) and ensure compliance with the Caltrans Regional Planning Handbook. We recognize that an essential piece of the MCOG budgetary process is communicating with the MCOG Administrative contractor to obtain accurate funding information for development of the OWP budget.

DBC staff will begin OWP development with a "call for planning projects" by distributing OWP application forms and policies to MCOG's partner agencies. We will coordinate with the Administrative contractor and TAC to review applications and recommend planning projects for inclusion in the draft OWP. We will develop the draft OWP for TAC review and recommendation and will request MCOG Board approval to submit the draft to Caltrans for circulation and comment. We will evaluate and incorporate Caltrans comments, as appropriate, into the Final OWP document in preparation for TAC review and recommendation and approval by the MCOG Board.

DBC staff will prepare and process any OWP amendments that may be required, in coordination with the Administrative Services contractor. This may include adjustments to financial information, project tasks/scope, or schedule. We will prepare the amended OWP document and required Caltrans submittal forms, as well as staff

reports, in preparation of TAC review, and MCOG Board approval.

**Coordinate with MCOG Administrative and Fiscal Services contractor to prepare Overall Work Program quarterly/annual reports**

DBC staff will manage the OWP by tracking progress of each work element, working with local agencies to ensure their programmed projects, expenditures, and deliverables stay on track; reviewing and processing approved contractor and local agency invoices; tracking expenditures in a database by work element and funding source; and, preparing and submitting required quarterly and annual reports and invoices to Caltrans, along with conducting annual OWP close-out duties.

Concurrent with the quarterly Caltrans status reporting, DBC staff will prepare Caltrans “Request for Reimbursement” (RFR) forms for review and approval by MCOG’s Administration contractor. This will include reimbursement requests for Rural Planning Assistance (RPA) State funds, as well as any reimbursable grant funds expended during the quarter.

**CAPITAL PROGRAMS MANAGEMENT**

**Prepare, amend and monitor the Regional Transportation Improvement Program (RTIP) as needed  
Coordinate the planning, programming and monitoring for State Transportation Infrastructure Program (STIP) with the MCOG administrative and fiscal services contractor (both tasks addressed below)**

DBC staff will prepare, amend, and monitor the Regional Transportation Improvement (RTIP), as needed. We propose to follow the process MCOG has used in development of prior RTIPs, as follows. Each odd numbered year, MCOG considers the programming of projects that are to be included in the State Transportation Improvement Program (STIP) that goes into effect July 1 of the following year. This is done by developing the Regional Transportation Improvement Program (RTIP) which programs MCOG’s Regional Improvement Program (RIP) shares of funding as identified by the California Transportation Commission (CTC) in the Fund Estimate. DBC planning staff, in coordination with the Administrative and Fiscal Services contractor, will begin the process by getting direction from the MCOG Board regarding a call for projects. Assuming there is a call for projects, DBC planning staff will distribute the application, RTIP policy, and scoring criteria to all eligible agencies. Once applications are received, they will be reviewed and ranked by the TAC, then a funding scenario will be recommended to the MCOG Board to be included as part of the development of the RTIP. The Board will then consider the TAC’s recommendation and direct staff regarding the development of the RTIP. Based on feedback from the Board, planning staff, in coordination with the Administrative Services contractor, develops a final draft that goes before the TAC, then the Board for formal adoption prior to the December 15 submission deadline. DBC planning staff will then work with CTC staff to ensure that what MCOG submitted is accurately reflected, to the best extent possible, in the STIP that is adopted by the Commission.

Between RTIP cycles, DBC planning staff will monitor the RTIP to ensure that agencies allocate and expend their funds per STIP guidelines. If necessary, planning staff will work with the agencies to submit time extensions to make sure their funds don’t lapse. Local agencies with projects programmed in the STIP may request changes be made to their project. When this occurs, DBC planning staff, in coordination with the Administrative Services contractor, will prepare an amendment and work with CTC staff to make the requested changes.

**Coordinate local Carbon Reduction Program (CRP) development and calls for projects (added task)**

DBC staff, in coordination with the Administrative Services contractor, will coordinate local Carbon Reduction Program development and calls for projects, as needed. DBC staff, working as MCOG planning staff, previously developed a draft Carbon Reduction Program (CRP) Policy and Call for Projects that was presented to the TAC for review and discussion in September 2023. Based on input from that meeting, DBC staff developed final drafts that were brought before the TAC in October 2023 for review and recommendation to the MCOG Board. In November 2023, the Board reviewed and approved the CRP Policy and directed staff to issue a call for projects in 2024. DBC staff will continue implementation of the CRP program, including working with the TAC to rank and

review applications received in the 2024 call for projects, and presenting recommendations to the MCOG Board. DBC staff will work with local agencies to implement the adopted program.

If future CRP funding is made available to the Mendocino County region, DBC staff will coordinate with the MCOG Administrative contractor to review and update CRP procedures, as needed; and conduct another application cycle (call for projects) consistent with the process outlined above.

### **JPA/COG FUNCTIONS**

#### **Coordinate the Regional Housing Needs Allocation (RHNA) process every eight years in conjunction with State Housing Element law**

DBC staff, in coordination with the MCOG Administrative Services contractor, will coordinate the Regional Housing Needs Allocation (RHNA) process every eight years in conjunction with State Housing Element law. We propose to use the process MCOG Administrative and Planning staff have used over the last several RHNA cycles. The RHNA process takes approximately a year to complete and is done in collaboration with the member jurisdictions. DBC staff, along with MCOG administrative staff, will work with the State's Housing and Community Development Department to determine the number of housing units assigned to the region, then work with the jurisdictions to arrive at a regional allocation. This allocation will then be reflected in local agencies' housing elements and monitored by MCOG staff, and the RHNA may be amended if needed. If RHNA amendments are needed due to annexations or other valid reasons, we will work with the MCOG Administrative contractor and affected jurisdictions to process an amendment, as appropriate.

#### **Conduct Regional Early Action Planning (REAP) and monitor local agency activities under this program**

In 2020, DBC staff, in coordination with the MCOG Administrative Services contractor, conducted a local agency application process for suballocation of Regional Early Action Planning funds that were received by MCOG. DBC staff participated in and managed local agency activities funded through this program. That work is expected to be nearly complete by the start of the new contract period. Should similar programs come about in the future DBC staff will participate as MCOG staff as appropriate.

### **SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)**

#### **Coordinate with the Administrative and Fiscal Services contractor to implement the Service Authority for Freeway Emergencies (SAFE) program**

DBC staff, in coordination with the Mendocino SAFE Administration staff, will coordinate, maintain, and implement the Mendocino County Service Authority for Freeway Emergencies program. Staff will review maintenance reports for operational issues and usage of the call boxes throughout the system. Additionally, staff will coordinate with Knightscope, formally known as CASE Systems, the call box maintenance contractor, to address and schedule field assessments for operating issues, ADA issues, technology restraints and inventory upgrades. DBC planning staff, under the direction of the MCOG Administrative contractor, will participate in annual budget development and action plan updates. DBC staff will prepare agendas, attend Board meetings, prepare minutes and staff reports for Mendocino SAFE. Ms. Pedrotti was recently appointed as Vice-Chair to the CalSAFE Committee and will attend meetings as required.

Additionally, DBC staff will maintain partnerships with Caltrans and California Highway Patrol (CHP). DBC staff will coordinate with CHP, as the system's Primary Answering Point, to ensure their operational system is properly identifying call box locations and that they are utilizing the required technology for communication purposes. DBC staff will also work closely with Caltrans to maintain annual encroachment permits for ongoing field maintenance and new installations.

Over the course of this contract, DBC will continue to implement the call box system. Towards the end of this contract, it is anticipated the system will be fully deployed, and Mendocino SAFE will spend the majority of its revenues maintaining and monitoring the call box system. DBC staff will also continue to work closely

with other SAFEs and consulting firms across the state to seek out additional opportunities and tools that bring state of the art technologies in this rural region.

## SCHEDULE AND SUMMARY OF TASKS

RFP TASK					
MENDOCINO COUNCIL OF GOVERNMENTS	24/25	25/26	26/27	27/28	28/29
Implement state & fed transportation requirements as mandated by BIL, IIJA, RAISE, BUILD, SS4A	✓	✓	✓	✓	✓
Update the Regional Transportation Plan every four years	✓	✓			
Prepare and amend the Active Transportation Plan every four years as part of RTP update	✓	✓			
Coordinate with MCOG Administrative contractor to prepare and manage OWP & amendments	✓	✓	✓	✓	✓
Prepare overall work program quarterly/annual reports	✓	✓	✓	✓	✓
Attend MCOG Board meetings and prepare/provide reports on planning projects and topics	✓	✓	✓	✓	✓
Staff the MCOG Technical Advisory Committee, prepare agendas, staff reports, minutes	✓	✓	✓	✓	✓
Ensure ongoing coordination/consultation with Tribal governments; attend bi- annual tribal mtgs	✓	✓	✓	✓	✓
Prepare, amend and monitor the Regional Transportation Improvement Program (RTIP)	✓	✓	✓	✓	✓
Coordinate planning, programming and monitoring for STIP with MCOG administrative contractor	✓	✓	✓	✓	✓
Assist local agencies with project management & delivery (reporting, eligibility, invoicing, etc.)	✓	✓	✓	✓	✓
Serve as the liaison to the California Department of Transportation (Caltrans)	✓	✓	✓	✓	✓
Participate on Caltrans committees (i.e. District 1 Recreational Trails Committee)	✓	✓	✓	✓	✓
Serve as liaison to California Transportation Commission (CTC) in matters related to planning	✓	✓	✓	✓	✓
Coordinate with administrative and fiscal services contractor to prepare federal and state grants	✓	✓	✓	✓	✓
Manage awarded State & Federal grants; prepare RFPs, conduct consultant procurement process	✓	✓	✓	✓	✓
Update and amend the Coordinated Human Services Transportation Plan every five years	✓	✓			
Attend statewide committee meetings	✓	✓	✓	✓	✓
Attend Great Redwood Trail Agency (GRTA) meetings	✓	✓	✓	✓	✓
Attend Mendocino Transit Authority (MTA) meetings & support MTA planning projects	✓	✓	✓	✓	✓
Monitor and evaluate ongoing legislation that is relevant to regional planning	✓	✓	✓	✓	✓
Attend California Transportation Commission (CTC) meetings as needed for planning activities	✓	✓	✓	✓	✓
Attend all Regional Transportation Planning Agencies (RTPA) meetings	✓	✓	✓	✓	✓
Attend Rural Counties Task Force meetings & execute assignments as delegated by the Task Force	✓	✓	✓	✓	✓
Attend North State Super Region meetings, and participate on committees	✓	✓	✓	✓	✓
Prepare & Update Disadvantaged Business Enterprise (DBE) documents, as required	✓	✓	✓	✓	✓



Prepare & Update Title VI Plan, as required			✓		
Prepare & Update Public Participation Plan, as required	✓				
Assist local agencies with grant applications for various State and Federal Programs	✓	✓	✓	✓	✓
Prepare State and Federal grant applications, and manage awarded projects	✓	✓	✓	✓	✓
Coordinate RHNA process every eight years in conjunction with State Housing Element law	✓	✓			
Conduct Regional Early Action Planning (REAP) and monitor local agency activities	✓	✓	✓	✓	✓
<b>SERVICE AUTHORITY FOR FREEWAY EMERGENCIES</b>					
Coordinate with the Administrative and Fiscal Services contractor to implement the Service Authority for Freeway Emergencies (SAFE) program	✓	✓	✓	✓	✓

# DAVEY-BATES CONSULTING'S COST PROPOSAL

Davey-Bates Consulting has provided a cost estimate that provides detailed information necessary to conduct planning services for the first year of the proposed contract period. It should be noted that this estimate does not provide for cost escalations that might occur during the contract period related to merit adjustments, cost of living increases, or rising health insurance costs.

Fully-weighted rates outlined include professional transportation planning services, clerical services, office space, utilities, reproduction of materials, hotels, meals and mileage related to business travel, telephone and internet services, furniture and equipment, postage and delivery, publications, public service announcements and legal notices, office supplies, trainings and conferences, health insurance, sick, vacation and retirement benefits, contractor insurance (liability and disability) and all other operating expenses. Costs for legal services, environmental reviews, audits, and other insurances beyond that required of the contractor shall be funded separately by Lake APC.

Planning services to MCOG and the Mendocino SAFE shall be reimbursed monthly, based on the rates identified below.

## MENDOCINO COUNCIL OF GOVERNMENTS & MENDOCINO – PLANNING SERVICES 2024/2025 ASSIGNMENT OF HOURS & COST PLAN

Position	Hours per Week	PLANNING		MENDO SAFE	
		Hourly Rate	Annual Cost	Hours Per Week	Annual Cost
<b>Lisa Davey-Bates,</b> Principal	6	\$185.93	\$39,283	1	\$7,913
<b>James Sookne,</b> Program Manager	8	\$123.90	\$43,613		
<b>Senior Planner</b>	40	\$109.01	\$197,973		
<b>Alexis Pedrotti,</b> Project Manager	13	\$115.02	\$71,640	1	\$5,653
<b>Charlene Parker,</b> Planning Associate	20	\$85.28	\$75,046		
<b>Regional Project Analyst</b>	18	\$80.16	\$65,507	2	\$7,279
<b>Optional Task</b>					
<b>Loretta Ellard,</b> Deputy Director	8	\$107.27	\$44,624		
<b>2024/2025 Total</b>		*	\$537,686		\$20,845

\* If the contract becomes effective on October 1, 2024; the MCOG base proposal shown in FY 2024/25 will be reduced to \$403,265 & the Mendo SAFE base proposal will be reduced to \$15,634 (75% of the base year total).

## **OPTIONAL TASK**

Loretta Ellard, Deputy Planner, will continue to work one-day a week for a total of one year to offer mentoring opportunities to the new senior planner. Such assistance might include guidance on grant writing, Regional Transportation Plan assistance (update to begin in the fall 2024), and support with planning projects within the Overall Work Program. Costs related to the optional task will be covered through cost-savings that were achieved by DBC staff in the previous planning contract. The fully weighted billing rate for Ms. Ellard's one day per week position is lower overall because the part-time position will not include benefits.

**EXHIBIT C**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL  
REGULATIONS, PART 29 DEBARMENT  
AND SUSPENSION CERTIFICATION

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
  
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to MCOG.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by MCOG. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to MCOG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Name of Firm

---

Signature (original signature required)

---

Date

**EXHIBIT D**  
**FEDERAL TAX FORM W-9, REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER AND CERTIFICATION**

**EXHIBIT E**  
**DISADVANTAGED BUSINESS ENTERPRISES (DBE)**  
**INFORMATION FORM**



**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subconsultants: \_\_\_\_\_ 9. Total Number of **ALL** Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
_____ 23. Local Agency Representative's Signature		_____ 24. Date	_____ 15. Preparer's Signature
_____ 25. Local Agency Representative's Name		_____ 26. Phone	_____ 16. Date
_____ 27. Local Agency Representative's Title			_____ 17. Preparer's Name
			_____ 18. Phone
			_____ 19. Preparer's Title

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT F**  
**SUB-CONTRACTOR'S LIST**

**SUBCONSULTANT LIST**

The proposal shall include a complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from **MCOG.**

**PROPOSED SUBCONSULTANTS**

<b>Subconsultant Firm Name and Address</b>	<b>Scope of Work</b>	<b>Dollar Amount of Work</b>
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Printed Name and Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT G**  
**CERTIFICATIONS**

**CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attached code for the complete statutory language.

Current members of the MCOG Board of Directors are attached.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MCOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES

NO

If yes, please identify the Director(s): \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MCOG Director(s) in the three months following the award of the contract?

YES

NO

If yes, please identify the Director(s): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude RAPS from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_

(TYPE OR WRITE NAME OF COMPANY)

**California Government Code Section 84308**

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
  - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
  - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
  - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
  - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
  - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for

use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission,  
428 J Street, Suite 800,  
Sacramento, CA 95814,  
(916) 322-5660.



**MCOG Board of Directors**

<b>Agency</b>	<b>Representative</b>	<b>Alternate Representative</b>
County of Mendocino County of Mendocino City of Fort Bragg Countywide Public Appointee City of Willets City of Ukiah City of Point Arena	Dan Gjerde John Haschak Bernie Norvel Micheal Carter Greta Kanne Josefina Duenas Jeff Hansen	Glenn McGourty  Pending  Larry Stranske Susan Sher Anna Dobbins

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  a. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  _____ b. material change</p> <p><b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime      _____ Subawardee                  Tier _____, if Known:</p> <p align="center"><i>Congressional District, if known:</i></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>                  Enter Name and Address of Prime:</p> <p align="center"><i>Congressional District, if known:</i></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p align="right">CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
<p><b>Federal Use Only</b></p>		<p align="center"><b>Authorized for Local Reproduction                  Standard Form - LLL (Rev. 7-97)</b></p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503