



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 6, 2024

Questions Due: March 14, 2024

Deadline for Proposal Due: April 8, 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

Task	Completion Date
Release RFP	March 6, 2024
Questions Due	March 14, 2024
Post responses to questions/addendum (as needed)	March 18, 2024
Proposals Due	April 8, 2024
Evaluation Committee Completes Proposal Review	April 15, 2024
Short Listed Candidates Notified	April 17, 2024
Proposers Not on Short List Notified	April 17, 2024
Oral Interviews for Short Listed Consultants (if applicable)	April 22, 2024
Consultant Selection and Notice of Intent to Award	April 25, 2024
Candidates Not Recommended for Selection Notified	April 25, 2024
Notice of Intent to Protest Deadline	April 30, 2024
MCOG Board Approval of Consultant	May 2024 Board Mtg
Execute Contract	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 8, 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 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 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 (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. Regional Analysis and Planning Services 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. Regional Analysis and Planning Services 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:

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

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 selects 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 an 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

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

Annual Hours: Annual Cost:

Five Year Cost:

* 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

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

Subconsultant Firm Name and Address	Scope of Work	Dollar Amount of Work
DRAFT		

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

By: _____

CHAIRMAN

Date: _____

-

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CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Social Security No. _____

Or Tax I.D. No.

APPROVED AS TO FORM:

Attorney for MCOG

By: _____

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

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.

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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**

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**EXHIBIT B. DEBARMENT AND SUSPENSION
CERTIFICATION**

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**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.

Name of Firm

Signature (original signature required)

DRAFT

Date

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

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

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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

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

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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>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p align="center">DRAFT</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction 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.

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