

# **REQUEST FOR PROPOSALS**

*for preparation of*

## **FIRE VULNERABILITY ASSESSMENT AND EMERGENCY EVACUATION PREPAREDNESS PLAN**

**FOR:**

**MENDOCINO COUNCIL OF GOVERNMENTS**

Mendocino Council of Governments  
367 North State St., Suite 204  
Ukiah, CA 95482

August 15, 2019

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## **I. BACKGROUND**

### **A. The Region**

The Region, served by the Mendocino Council of Governments' (MCOG) transportation planning activities, exists totally within the boundaries of Mendocino County. Mendocino County lies within the northern extension of California's Coastal Ranges. These mountains are characterized by a series of southeast to northwest trending ridges which are separated occasionally by narrow valleys. Although the relief is not particularly great except in the extreme eastern part of the county, the mountainous nature of the area minimizes ground transportation options. Transportation routes tend to be located within intermontane valleys. East-west travel is especially arduous, since parallel ridges must be traversed.

Scattered throughout the forested mountains and valleys of Mendocino County are communities with only one way in or out, such as the mountain community of Brooktrails west of Willits, or the Round Valley area, which is home to the Round Valley Indian Tribes and the community of Covelo. Other such communities include the Mitchell Creek Subdivision southeast of Fort Bragg and the community of Potter Valley north of State Route 20, which is also served by one primary access road off of the state highway.

### **B. Population**

2018 California Department of Finance population estimates place Mendocino County population at 89,299. This includes an unincorporated population of 59,985 and an incorporated population of 29,314. Four cities share the incorporated population: Ukiah (16,226), Fort Bragg (7,512), Willits (5,128), and Point Arena (448).

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

### **C. Organization and Management**

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

### **D. Purpose**

The Mendocino Council of Governments is soliciting proposals for the development of a “Fire Vulnerability Assessment and Emergency Evacuation Preparedness Plan”. For a complete description of the desired outcomes of this project, see attached **Exhibit 1** - Grant Application – Fire Vulnerability Assessment & Emergency Evacuation Plan.

## II. PROJECT DESCRIPTION

In collaboration with local and tribal governments, emergency responders, transportation agencies and other key stakeholders, MCOG (*through a consultant/consultants*) will conduct a Fire Vulnerability Assessment and Emergency Evacuation Preparedness Plan in order to better prepare for wildfire emergencies that are likely to continue as a result of climate change. The effort will identify areas and populations in the region that are most vulnerable to fire, assess evacuation needs and plan for evacuation routes and assistance, identify necessary improvements to the transportation networks for emergency access, establish roles and responsibilities of responsible agencies, develop communication strategies, and engage and educate the public. This project has two components: a Fire Vulnerability Assessment and an Emergency Evacuation Preparedness Plan.

The Fire Vulnerability Assessment for the Mendocino County region transportation network will provide valuable data for local jurisdictions to use and integrate within their General Plans, as well as inform the next update of the Regional Transportation Plan. The assessment will identify areas of the region where the transportation network is vulnerable to wildfires and identify strategies to remedy those impacts that have co-benefits to public health, social equity, and the economy.

The Emergency Evacuation Preparedness Plan will enable MCOG and County of Mendocino in partnership with the incorporated cities and in coordination with transit operators and emergency responders, to better prepare the region for future wildfire disasters which are likely to occur increasingly due to impacts from climate change. The plan will define roles and responsibilities, coordinate with existing emergency plans, outline communication strategies and create an implementation plan that will specify training, evacuations and handling of service provision for all of Mendocino County.

The recent fires highlighted how important evacuation routes are in emergencies and identified areas where local agencies and jurisdictions are well prepared, lessons learned and areas to improve. Not having a transportation emergency preparedness plan in place would continue to allow governmental jurisdictions, residents and businesses to remain vulnerable to inevitable future disasters. Planning has the potential to save lives and reduce the economic impact of future emergencies.

### **OVERALL PROJECT OBJECTIVES:**

- Conduct a vulnerability assessment to identify specific areas of the region where the transportation network is vulnerable to potential impacts from wildfire
- Assess current strategies and recommend additional adaptation strategies and specific actions to remedy identified wildfire vulnerabilities
- Identify co-benefits of implementation of the adaptation strategies with regard to public health, social equity, and the economy
- Understand current emergency evacuation preparedness plans and how transportation organizations, assets, and services are included in them
- Create and adopt an emergency evacuation preparedness plan in the county for transportation facilities and services
- Work to ensure cooperation and coordination between emergency plans and responsible agencies
- Engage and educate the public
- Establish roles and responsibilities of the responsible agencies

### III. SCOPE OF WORK

**RESPONSIBLE PARTIES:** The Mendocino Council of Governments (MCOG) will be the lead agency for this project. The project will be conducted by a consultant or consultants. A Technical Advisory Group (TAG) (*composed of representatives from MCOG, Caltrans (District One and Headquarters), Calfire, the Mendocino County Department of Transportation, the Mendocino County Sheriff's Department, Mendocino Transit Authority, the Mendocino County Executive Office, the Mendocino County Emergency Services Coordinator, Cities of Ukiah, Willits, Fort Bragg, and Point Arena, and representatives from Tribal governments*) will be formed to provide oversight and guidance for the project.

#### **Task 1: Project Initiation/Coordination with Project Partners**

Task 1.1: Hold Grant Kick-off Meeting: MCOG will hold a grant project kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. (MCOG)

Task 1.2: Develop a Request for Proposal for Consultant Services: MCOG will develop and issue a Request for Proposal for consultant services. (MCOG)

Task 1.3: Consultant Selection and Contract Execution: MCOG will review consultant proposals and work with a selection committee to recommend a preferred consultant. MCOG will develop and execute a contract with the preferred consultant. (MCOG)

Task 1.4: Conduct Study Kick-off Meeting: A study kick-off meeting will be held with MCOG and the consultant to refine and clarify the scope of work, and resolve any remaining issues. Includes travel expenses. (MCOG, Consultant)

Task 1.5 Hold Monthly Teleconferences: Consultant will schedule and hold monthly teleconference status meetings, and provide meeting notes. (MCOG, Consultant)

Task 1.6: Project Coordination and Review: MCOG will establish and oversee contractual agreements with the consultant, coordinate involved agencies, coordinate and participate in the Technical Advisory Group, and review and comment on project deliverables. (MCOG)

- **Responsible Party: MCOG & Consultant**

Task	Deliverable
1.1	<i>Project Kick-off Meeting Agenda &amp; Meeting Notes (MCOG)</i>
1.2	<i>RFP (MCOG)</i>
1.3	<i>Consultant Contract (MCOG)</i>
1.4	<i>Study Kickoff Meeting Agenda and Meeting Notes, Travel Expenses (Consultant)</i>
1.5	<i>Monthly Teleconference Meetings, Meeting Notes (Consultant)</i>
1.6	<i>Project Coordination, Review &amp; Comment on Deliverables (MCOG)</i>

## Task 2: Interagency Collaboration

Task 2.1: Form a Technical Advisory Group: MCOG and the consultant will form a Technical Advisory Group (TAG) to provide oversight and guidance for the project. The group shall consist of representatives from MCOG, Caltrans (District One and Headquarters), Calfire, the Mendocino County Department of Transportation, the Mendocino County Sheriff's Department, Mendocino Transit Authority, the Mendocino County CEO, the Mendocino County Emergency Services Coordinator, representatives from the Cities of Ukiah, Willits, Fort Bragg, and Point Arena, and representatives from Tribal governments. (MCOG, Consultant)

Task 2.2: Hold TAG Meetings: The TAG will meet as needed (*approx. 6 times*), throughout the course of the project. Consultant will prepare agendas and minutes for TAG meetings. Includes travel expenses. (MCOG, Consultant)

Task 2.3: Engage and Coordinate with Local Agencies to Share Data: The consultant shall reach out to local agencies and organizations (County, Cities, Municipal Advisory Committees [MACs], Fire Safe Councils, etc.) to engage them in the planning process and to collect and share data. (Consultant)

- **Responsible Party: Consultant**

Task	Deliverable
2.1	<i>Technical Advisory Group Members Roster (Consultant)</i>
2.2	<i>TAG Meeting Agendas &amp; Minutes, Travel Expenses (Consultant)</i>
2.3	<i>Coordination Memorandum (Consultant)</i>

## Task 3: Public Outreach

Task 3.1: Develop a Public Outreach Plan: The consultant will develop a Public Outreach Plan (POP) with the support and direction of the TAG that is within the proposed timeline and budget. The POP will outline objectives of the outreach, identify specific activities and roles and responsibilities. The POP should include education on fire preparedness and primary/alternate evacuation routes and input on evacuation needs for vulnerable populations/communities. It is anticipated that the POP will include at least four (4) public workshops, as well as an online survey. (Consultant)

Task 3.2: Public Outreach: Consultant shall conduct public outreach in accordance with the POP developed in Task 3.1. Outreach will take place throughout the project. (Consultant)

- **Responsible Party: Consultant**

Task	Deliverable
3.1	<i>Public Outreach Plan (Consultant)</i>
3.2	<i>Stakeholder/Public Meeting Agenda and Meeting Notes, Outreach Summary, Travel Expenses (Consultant)</i>

## Task 4: Fire Vulnerability Assessment

Task 4.1: Risk Assessment: The consultant will identify areas of the county that are most vulnerable during a fire emergency based on factors including, but not limited to:

- Fire risk based on the MC1 fire model from the USDA Forest Service or similar model
- Limited ingress and egress for evacuation (i.e. Brooktrails, Vichy Springs, etc.)
- Location of population segments that may require assistance/be at risk during evacuations (i.e. elderly, disabled, low income, etc.) (*Consultant*)

Task 4.2: Location Analysis: The consultant will identify key transportation facilities serving the areas identified in Task 4.1 that are likely to be closed/impacted by these emergencies or may become impassible due to congestion or inadequate capacity. The consultant will identify adaptation strategies to remedy the impacts caused by wildfires that have co-benefits to public health, social equity, and the economy. Strategies may include improvements to existing facilities or alternate routes. Strategies already identified shall be a factor in the analysis. (*Consultant*)

Task 4.3: Vulnerability Assessment Summary: The consultant will prepare a summary memorandum for review by MCOG and the TAG. (*Consultant*)

- **Responsible Party: Consultant**

Task	Deliverable
4.1 – 4.3	<i>Fire Vulnerability Assessment Summary (Consultant)</i>

## Task 5: Emergency Evacuation Preparedness Plan

Task 5.1: Current Situation: The consultant will contact appropriate local jurisdictions, agencies, and organizations to learn about their experience during the Mendocino Lake Complex (2017) and Mendocino Complex (2018) fires. The consultant will also:

- Document problems related to transportation or evacuation that arose during the emergencies
- Create a list of transportation facilities or services that were affected and determine which were most vulnerable to harm or disruption from the emergencies
- Document any transportation emergency services that were provided and compile what data is available on usage, cost, and other aspects of those services (*Consultant*)

Task 5.2: Institutional Arrangements: Based on Task 5.1, the consultant will determine what institutional arrangements are, or should be, in place to deal with future fire emergencies and how agencies assigned roles and responsibilities. The consultant will collect copies of any interagency Memoranda of Understanding (MOUs) and contracts that have been helpful in emergencies. The consultant will also provide recommendations on specific MOUs and contracts that should be in place ahead of future emergencies, particularly those governing interagency arrangements that would be necessary or helpful to use transit (public, school, etc.) vehicles or transportation employees during emergencies. (*Consultant*)

Task 5.3: Communication Needs: The consultant will review local plans and suggest improvements that can be made to emergency communication to the public before, during, and after emergencies regarding evacuations, returning to the area, and other information. The consultant will review the local agencies' website capability and social media presence in anticipation of the next emergency and make

recommendations to improve online communication and other communication platforms. The consultant will also review best practices on:

- How the public can be notified of canceled transit service or temporary additional services
- How transportation agencies can most effectively share information on current conditions and plans
- How to assess the need for multi-lingual communication
- How coordinated and consistent messaging can be achieved
- Use of social media in rapidly changing situations (*Consultant*)

Task 5.4: Inventory of Transportation Assets and Identification of Needs: The consultant will create an inventory of transportation facilities and assets that need to be protected or used during an emergency. The consultant will identify alternate routes (public or private) that could be utilized for emergency evacuation. For routes across private property, the consultant will determine how access can be acquired (MOU, easement, etc.). The consultant will also identify physical improvements, including signage, that will be needed to make the routes (primary or alternate) easily identifiable and accessible when needed. The consultant should also consider improvements that have already been identified. In instances where no feasible alternative route exists, the consultant will recommend where new routes can be developed, particularly in the most vulnerable areas. The consultant will provide a prioritized list of evacuation route improvements and/or developments and identify potential funding sources for these routes (primary and alternate). (*Consultant*)

Task 5.5: Evacuation Assistance: In conjunction with emergency service agencies, key transportation providers (MTA, senior centers, and school districts), and data from Task 4.1, the consultant will identify groups that may require evacuation assistance using transportation agency assets. The consultant will determine what preparations are necessary to use transit vehicles to evacuate people during emergencies. The consultant will also develop a methodology to select and remove critical transit vehicles and other assets from the danger zone. (*Consultant*)

Task 5.6: Resource Management: The consultant will recommend options for which agency (or agencies) would control evacuation services and how staff will be contacted and assigned during an emergency. The consultant will determine what data should be collected to document costs for FEMA or other funding sources. The consultant will determine where transit assets can be staged or stored during, or in preparation for, an emergency. (*Consultant*)

Task 5.7: Plan Implementation: The consultant will review the types of training and drills being employed by local agencies and recommend changes/additions to current practices. The consultant will also identify possible funding sources to implement the parts of the Emergency Evacuation Preparedness Plan, including:

- Continuing the TAG past the life of this project
- Training and drills
- Improved communication between agencies and with the public
- Ensuring evacuation routes (primary and alternate) are available when needed (*Consultant*)

**Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
5.1 – 5.7	<i>Emergency Evacuation Preparedness Plan (Consultant)</i>

## Task 6: Draft and Final Report

Task 6.1: Prepare and Present the Draft Report: The consultant will prepare a draft report (which shall include the Public Outreach Summary, Fire Vulnerability Assessment Summary, and Emergency Evacuation Preparedness Plan) for review and comment by the TAG. (*Consultant*)

Task 6.2: Prepare and Present Final Report: The consultant will incorporate the comments received on the draft report into the final report, as appropriate, and present it at a public meeting of the Mendocino County Board of Supervisors and the Mendocino Council of Governments. (*Consultant*)

- **Responsible Party: Consultant**

Task	Deliverable
6.1	<i>Draft Report (12 print copies, plus electronic copy) (Consultant)</i>
6.2	<i>Final Report (12 print copies, plus electronic copy), Presentations to the Board of Supervisors &amp; MCOG, Travel Expenses (Consultant)</i>

## Task 7: Project Management/Administration

Task 7.1: Invoicing: MCOG will prepare invoices and be the fiscal administrator for the project. (*MCOG*)

Task 7.2: Prepare Quarterly Reports: MCOG will prepare quarterly reports. (*MCOG*)

- **Responsible Party: MCOG**

Task	Deliverable
7.1	<i>Invoices (MCOG)</i>
7.2	<i>Quarterly Reports (MCOG)</i>

## **IV. PROPOSAL REQUIREMENTS**

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

### **A. Identification of Prospective Contractor**

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

### **B. Management**

The prospective contractor shall designate by name the project manager to be assigned to this project. The selected contractor shall not cause the substitution of the project manager without prior written approval of the Mendocino Council of Governments.

### **C. Personnel**

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

### **D. References**

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

### **E. Subcontractors**

If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal. Consultant mark-up on sub-consultant costs is not allowed.

**NOTE:** Subcontractors will be obligated to comply with all applicable Federal and State procedures for this contract.

### **F. Methodology**

The prospective contractor shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed. Proposers' responses to the required tasks outlined in the RFP must be specifically numbered the same as in the RFP. If the responsible party for a certain task is not the Consultant, then that should be noted to maintain the required numbering. If additional tasks are proposed, they should be numbered as sub-tasks under the appropriate existing task.

## **G. Schedule of Tasks**

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

## **H. Budget**

The prospective contractor shall prepare a detailed budget, by task, for the work to be performed. A sample budget format is attached as **Exhibit 2**. The budget shall itemize all items that will be charged to the project, using fully-weighted hourly billing rates for all personnel. In addition, the methodology for calculating the fully-weighted rates must be shown (e.g. labor, overhead rate, fringe, profit, etc.).

Consultant mark-up on direct costs is not allowed. Reimbursement for travel-related direct costs (hotels, meals, etc.) is limited to approved State rates which may be found on the Caltrans website:

<https://travelpocketguide.dot.ca.gov/>. When invoicing, receipts are required to be submitted for all direct costs, other than fully-weighted personnel costs.

If subcontractors are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime contractor, including the methodology for calculating fully-weighted rates.

## **I. Signature**

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

## V. CONTRACTOR AWARD

### A. Proposal Review

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

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

### B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements, and will determine whether interviews will be needed. MCOG reserves the right to select a Consultant based solely on written proposals. Evaluation will be based on proposer's understanding of work scope requirements demonstrated by qualifications of individuals or firm, successful experience and performance with similar projects, proposal contents and methodology, and cost proposal. Scoring will be as follows:

• Qualifications of Individual or Firm	(20 points maximum)
• Experience/Performance	(30 points maximum)
• Proposal Contents & Methodology	(30 points maximum)
• Cost Proposal, Including Budget/Resource Allocation	(20 points maximum)
<hr/>	
Total Points Possible (100 points maximum)	

In the event MCOG elects to conduct interviews, a separate score will be used to rank oral responses, as follows:

• Project Understanding	(50 points maximum)
• Project Approach	(50 points maximum)
<hr/>	
Total Points Possible (100 points maximum)	

### C. Contract Award

A contract will be negotiated with the individual or firm determined in the proposal evaluation process to be best suited to perform this project. If a contract cannot be negotiated with the individual or firm submitting the highest rated proposal which is in the best interests of the Mendocino Council of Governments, then staff will terminate negotiations with that firm and commence the negotiation process with the firm submitting the second highest rated proposal.

This contract will be awarded using a cost reimbursement payment method. The contract will include all State and/or Federal requirements that "flow down" from the funding sources. (See attached **Exhibit 3** – MCOG Sample Contract). A contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31 (per Caltrans' Local Assistance Procedures Manual Chapter 10.5). A pre-award audit may be required.

## VI. GENERAL INFORMATION

### A. Proposal Submittal

Proposals must be received by no later than **3:00 p.m. on September 13, 2019**. Six (6) print copies of the proposal, plus one electronic copy on flash drive or diskette, shall be furnished. Proposals may be either mailed or hand delivered to:

Loretta Ellard, Project Manager  
Mendocino Council of Governments - Planning  
367 North State Street, Suite 204  
Ukiah, CA 95482

### B. Late Submittals

A proposal is late if received at any time after **3:00 p.m. on September 13, 2019**. Postmarks will **not** suffice. Proposals received after the specified time will not be considered and will be returned to the proposer.

### C. Modification or Withdrawal of Proposals

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

### D. Schedule

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

Activity	Date
RFP Mail-out	August 15, 2019
Written Question Submittal Deadline	August 28, 2019
Response to Questions Posted to MCOG's website <a href="http://www.mendocinocog.org/">http://www.mendocinocog.org/</a>	September 3, 2019
<b>Proposal Submittal Deadline</b>	<b>September 13, 2019 - 3:00 p.m.</b>
Review/Ranking of Proposals	September 18-23, 2019
Interviews (if needed)	September 24-27, 2019
Contractor Selection & Contract Award	September 30, 2019
Project Starting Date - Notice to Proceed	October 7, 2019
Presentation of (Draft) Final Report to MCOG	June 7, 2021
Final Report Due	June 30, 2021

### E. Property Rights

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

### F. Amendments to Request for Proposals

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

## **G. Funding**

Funding for this project is provided with State (Public Transportation Account – Adaptation Planning Grant) and Local (Local Transportation Funds) funds. A total of **\$245,000** is expected to be available for the Consultant's portion of the project.

## **H. Non-commitment of the Mendocino Council of Governments**

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

## **I. Public Domain**

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

## **J. Questions**

Questions regarding this Request for Proposals will only be accepted in writing (Correspondence, E-mail or FAX is acceptable). Questions should include the individual's name, name of the firm, address, telephone number, and e-mail address. Questions must be submitted no later than **August 28, 2019** to:

Loretta Ellard, Project Manager  
Mendocino Council of Governments – Planning  
367 N. State Street, Suite 204  
Ukiah, CA 95482  
FAX (707) 671-7764  
Email: lellard@dbcteam.net

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted on MCOG's website <http://www.mendocinocog.org/> by **September 3, 2019**.

## **K. Affirmative Action**

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

## **L. Protest Procedures and Dispute Resolution Process**

The Mendocino Council of Government's "Protest Procedures and Dispute Resolution Process" (**Exhibit 4 - attached**) shall be utilized to resolve any protests or disputes to this procurement process.

## **M. MCOG Acknowledgement**

The following acknowledgment of participation must appear on the cover or title page of the Final Report for this study: "The preparation of this report was programmed through the Mendocino Council of Governments' FY 2019/20 Transportation Planning Work Program and funded with State (Public Transportation Account – Adaptation Planning Grant) and Local (Local Transportation Funds) funds."

**FY 2019-20  
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING  
ADAPTATION PLANNING GRANT APPLICATION**

<b>PROJECT TITLE</b>	Fire Vulnerability Assessment and Emergency Evacuation Preparedness Plan
<b>PROJECT LOCATION (city and county)</b>	Mendocino County

	<b>APPLICANT</b>	<b>SUB-APPLICANT</b>	<b>SUB-APPLICANT</b>
Organization	Mendocino Council of Governments		
Mailing Address	367 N. State St., Ste. 206		
City	Ukiah		
Zip Code	95482		
Executive Director/designee and title	Nephele Barrett		
E-mail Address	barrettn@dow-associates.com		
Contact Person and title	James Sookne, Program Coordinator		
Contact E-mail Address	jsookne@dbcteam.net		
Phone Number	707-234-3434		

**FUNDING INFORMATION**

Use the Match Calculator to complete this section.

[Match Calculator](#)

<b>Grant Funds Requested</b>	<b>Local Match - Cash</b>	<b>Local Match - In-Kind</b>	<b>Total Project Cost</b>
\$ 247,884	\$ 32,116	\$	\$ 280,000

**Specific Source of Local Match and Name of Provider  
(i.e., local transportation funds, local sales tax, special bond measures, etc.)**

Local match will come from local transportation funds (LTF) provided by MCOG.

FY 2019-20  
**CALTRANS SUSTAINABLE TRANSPORTATION PLANNING  
 ADAPTATION PLANNING GRANT APPLICATION**

<b>LEGISLATIVE INFORMATION*</b>			
<b>Please list the legislative members in the project area. Attach additional pages if necessary.</b>			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District
Mike McGuire	2	Jim Wood	2
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

\*Use the following link to determine the legislators.  
<http://findyourrep.legislature.ca.gov/> (search by address)

<b>1A. Project Timeframe (Start and End Dates):</b> 7/1/2019 to 6/30/21
<b>1B. Project Area Boundaries:</b> Mendocino County
<p><b>1C. Project Description:</b> Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. <b>(150 words maximum):</b></p> <p>In collaboration with local and tribal governments, emergency responders, transportation agencies and other key stakeholders, MCOG will conduct a Fire Vulnerability Assessment and Emergency Evacuation Preparedness Plan in order to better prepare for wildfire emergencies that are likely to continue as a result of climate change. The effort will identify areas and populations in the region that are most vulnerable to fire, assess evacuation needs and plan for evacuation routes and assistance, identify necessary improvements to the transportation networks for emergency access, establish roles and responsibilities of responsible agencies, develop communication strategies, and engage and educate the public. The project supports the goals of the California Transportation Plan 2040, the 2017 Regional Transportation Plan Guidelines, Executive Orders S-13-08 and B-30-15, the Integrated Climate Adaptation and Resiliency Program, the Mendocino County Regional Transportation Plan and addresses the needs of disadvantaged communities.</p>

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**2A. Project Justification:** Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. Additionally, list the ramifications of not funding this project. This section needs to clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of extreme weather on local streets, air pollution, etc.). Competitive applications support the need for the project with empirical data, describe how this project addresses issues raised, define the public benefits, explain how the public was involved in identifying issues, and describe the impact of not funding the project. **(Do not exceed the space provided.)**

The impact of wildfire is a critical issue facing the entire state. While the issues surrounding wildfire are wide ranging, it is clear that transportation services and facilities are critical in fire emergencies. The multi-modal transportation system provides evacuation routes, allows emergency responders to reach incidents, and can transport those that are unable to evacuate independently. When transportation systems are inadequate for evacuation or become impacted by fire, it results in a greater impact to public health and the environment, and often a greater loss of life. There is an urgent need in Mendocino County to identify areas and populations most vulnerable to fire and to develop a plan for evacuations. This project will address these deficiencies by conducting a vulnerability assessment to identify the most at risk areas and population groups throughout the county and conducting multi-agency evacuation planning, including operational planning for evacuation assistance as well as identifying physical needs for evacuations, such as alternate routes.

In October 2017, the Redwood Valley Complex Fire swept through the rural community of Redwood Valley, claiming the lives of nine people and destroying hundreds of homes. Less than a year later, Mendocino County experienced another major fire—the Mendocino Complex Fire, which would burn through Mendocino and Lake Counties to become the largest fire in California history. Survivors of these tragic fires were forced to flee over unpaved seasonal roads or on foot through the mountains because the primary roads were overcome by fire, blocked by abandoned vehicles, or congested with other evacuees. These same transportation related deficiencies were experienced in the devastating Camp Fire in Butte County, in which people lost their lives while trying to evacuate and those that survived reported perilous journeys and severe road congestion.

Over the last several years, California has seen an increase in the frequency and severity of wildfires. Experts have cited increased temperatures, drought, unusually low humidity and increased winds—all connected to climate change—as the primary cause for the unusual fire behavior that’s been experienced around the state. According to California’s Fourth Climate Change Assessment (2018), if greenhouse gas emissions continue to rise, California will see an increase of 77% in the average area burned in wildfires. Northern California’s forested areas will see an even greater increase of over 100% in burned area, even under lower emission climate scenarios. Throughout Northern California, fire season has been longer, with new devastating records for fires being set each year. According to the Mendocino County Multi-Hazard Mitigation Plan (2013) and recent fire data, Mendocino County has experienced nine significant wildfires totaling 665,415 acres since 2006, with dozens of smaller fires. During the 20 years prior to that, only two significant wildfires occurred totaling 70,655 burned acres. Climate reports and recent events in Mendocino County and other parts of California indicate that longer, more severe wildfire seasons are “the new normal.”

California’s Fourth Climate Change Assessment (2018) states that rural areas are more vulnerable to the impacts of wildfire, including injury and death. Sadly, these risks to rural areas have been experienced in our local fires and observed in other Northern California fires, such as the devastating Camp Fire in Butte County. These incidents draw attention to the need for improved and increased evacuation routes and plans for evacuation assistance. Scattered throughout the mountains and valleys of Mendocino County are communities with only one way in or out, such as the mountain community of Brooktrails west of Willits, or the Round Valley area, which is home to the Round Valley Indian Tribes and the community of Covelo. This project will identify potential alternate evacuation routes that can be used in times of emergency. It will also identify steps that need to be taken to ensure that these routes (which may be private) are accessible in times of need and to prioritize physical improvements that need to be made to the multi-modal transportation system.

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**(2A. Project Justification Continued)**

Adding to the geographic vulnerabilities of the county are socioeconomic and demographic vulnerabilities. The Integrated Climate Adaptation and Resiliency Program has identified vulnerable communities as those that “experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts.” Reasons for these vulnerabilities include physical and socioeconomic factors. According to the American Community Survey, Mendocino County’s median household income (\$43,510) is approximately 68.2% of the statewide average and has routinely ranked among the poorest counties in the State. The County also experiences a higher percentage of senior residents (34.6% compared to 24.6% statewide average, per U.S. Census Bureau) and residents with a disability when (16.9% compared to 10.6% statewide). These factors often result in mobility challenges, including lack of access to a personal vehicle. As shown by the U.S. Census Map on page two of the Additional Graphics attachment, rural areas such as Covelo, Laytonville, Redwood Valley, and Boonville have a higher percentage of residents who don’t have access to any vehicles. This project will identify these vulnerable communities and engage with transit providers (including larger school districts) and emergency responders to plan for evacuation assistance for these vulnerable groups in times of emergency.

Given these increased fire incidents and extreme fire behavior, it is critical that our local governments, emergency responders, transportation providers, and communities be prepared for these wildfire emergencies. Communication is a critical component of planning for and implementing evacuations. This project will provide an opportunity for ongoing collaboration and partnership with local and tribal governments, emergency services, law enforcement, and other stakeholders to address these issues. The project will define roles and responsibilities in times of evacuation. Previous emergency planning efforts will be considered to avoid duplication, although very little has been done in the area of transportation planning (operations or facilities). Communication will extend to residents and community organizations, such as fire safe councils, to gather input and provide education to communities regarding evacuation needs and plans. Communication systems and needs will be analyzed to ensure that residents can be properly notified in times of evacuation and that emergency responders and transportation providers can effectively communicate in order to execute evacuation plans. Failure of communication systems was identified in the October 2017 fires as a deficiency. Ongoing collaboration among agencies and communities, as well as identified improvements in communication systems, will help the Mendocino County region be better prepared for the next wildfire emergency.

The increased frequency and severity of wildfires and the demonstrated need to provide safer transportation during these times for residents of Mendocino highlight the urgency of funding this project. In a rural county like Mendocino already facing the economic challenges of fire recovery, grant funding is the only viable option for a project of this magnitude. It is critical to have plans in place for evacuation and to identify alternate routes. The lessons learned in recent incidents, the public outcry to address these dangers, and the current momentum within the public and private sectors to identify solutions make the need to move forward with the project imperative. This project will not only plan for improved operations in future disasters, but also prioritize physical improvements that may be needed to lessen fire related danger, such as creation of alternate emergency evacuation routes. Another fire emergency seems inevitable, but by identifying vulnerabilities and planning for evacuations, our region can be better prepared and minimize the impacts to human life.

Although climate change can be tied to a multitude of events that can impact the multi-modal transportation system, including sea-level rise, landslides, and flooding, MCOG has chosen to focus adaptation efforts at this time on the effects of wildfire. Because of devastating recent events, fire is at the forefront of public and local government concern. Focusing this effort on wildfire will allow a more thorough examination of those specific issues and better adaptation strategies. In addition, previous efforts have looked at other climate change impacts issues including sea level rise, such as the District 1 Climate Change Adaptation Pilot Project. The momentum created by the recent fires and lack of transportation related adaptation planning related to fire drove decision to focus on wildfire adaptation for this project.

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**3. Grant Specific Objective:** Explain how the proposed project addresses the grant specific objective of the Adaptation Planning grant program. Applicants should integrate the following Grant Program Considerations (Pages 3-9) in the responses for 3A-C below, as applicable:

- Executive Order S-13-08
- Executive Order B-30-15
- California Transportation Plan (CTP) 2040
- Regional Transportation Plan Guidelines
- General Plan Guidelines
- Integrated Climate Adaptation and Resiliency Program (ICARP)
- Addressing Disadvantaged Communities

**3A. Applicants must demonstrate how the proposed effort will accomplish the following:**

- Demonstrate on-going collaboration and partnerships between sectors and jurisdictions, across levels of government at a regional scale
- Identification of co-benefits of adaptation work, such as benefits to public health, natural ecosystems, air quality, social equity, the economy, or reductions in greenhouse gas emissions  
**(Do not exceed the space provided.)**

On-going collaboration and partnerships between sectors and jurisdictions, across levels of government will be a key component of this effort. In assessing wildfire vulnerability and preparing for emergency evacuations, it will be critical to bring stakeholders to the table throughout the project and to develop a mechanism to continue collaboration after completion of the project. MCOG will partner with County and Cities, Tribal governments, emergency responders, Office of Emergency Services, transportation agencies, social service agencies, transit providers, and school districts. A Technical Advisory Group of key stakeholders will be formed and involved throughout the project. For this effort to be successful, emergency responders and agencies responsible for transportation facilities and services will be working together to identify weaknesses in the system and adaptation strategies to address these weaknesses. Collaboration with transit providers, including the larger school districts in the county, will be key in developing a plan to assist disadvantaged and transit dependent population groups in times of emergency.

The project will provide benefits to public health and social equity through better preparedness for wildfire emergencies, including planning for evacuation help for the more vulnerable, transit-dependent sectors of the population such as the elderly, low income, and disabled. Despite current efforts to reduce greenhouse gas emissions, wildfires emergencies are increasing in California, in both frequency and severity. Climate change has resulted in hotter, faster moving fires, making prompt and organized evacuations critical to the preservation of life. The fires that have impacted Mendocino County and other parts of the State in 2017 and 2018 have shown that our rural roads often become impassible, either due to fire or congestion related to evacuation in communities with limited egress. The loss of life during these tragedies has disproportionately affected vulnerable populations, particularly the elderly. In the October 2017 fires in Mendocino, Napa and Sonoma Counties, 80% of those that lost their lives were over the age of 55. Planning for alternate evacuation routes and evacuation assistance will help avoid these tragic losses of life.

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**3B. Applicants should demonstrate how the proposed effort will accomplish one or more of the following:**

- Identify system-wide climate change impact risks to multimodal transportation infrastructure in the project area
- Identify specific transportation infrastructure vulnerabilities to climate change impacts
- Identify adaptation strategies and specific actions to remedy identified climate related vulnerabilities
- Advance the planning of specific climate adaptation projects, such as developing a cost estimate or conceptual design
- Include economic analysis and/or cost-benefit analysis of identified adaptation strategy or strategies **(Do not exceed the space provided.)**

The Fire Vulnerability Assessment and Emergency Evacuation Preparedness Plan will help advance various state initiatives such as Executive Orders S-13-08 and B-30-15, the California Transportation Plan (CTP) 2040, and the Regional Transportation Plan Guidelines.

Executive Order S-13-08 directs us to the Safeguarding California Plan. Policy T-2 of this plan says, "Complete analysis of vulnerability assessments and prepare adaptation plans to address identified vulnerabilities." Caltrans is in the process of completing vulnerability assessments for each of its districts around the state. These vulnerability assessments will focus on State highways. The proposed project will further the goal of this policy by assessing vulnerability and identifying adaptation strategies on the local and regional system.

Executive Order B-30-15 states that planning and investments should be guided by certain principles, including the need for "flexible and adaptive approaches... to prepare for uncertain climate impacts" and to "protect the state's most vulnerable populations." This project will promote flexible and adaptive approaches by identifying alternative options to be used when key transportation infrastructure is impacted by fire. This action also supports Policy 2.3 of the California Transportation Plan 2040. The project aims to protect vulnerable populations by coordinating with emergency responders and transit providers to identify and locate at-risk population groups and plan for evacuation assistance in times of emergency. Throughout Mendocino County, there are concentrations of disadvantaged communities in some of the most at-risk areas in terms of fire and access. Many of these communities, such as the Round Valley Indian Reservation in the remote community of Covelo, have only option for ingress and egress. Planning for evacuation assistance for these disadvantaged and/or transit dependent population groups is also supported by Policy 4.2 of the California Transportation Plan 2040, which calls for integrations of "health and social equity in transportation planning and decision making." Planning for evacuation assistance for the most vulnerable populations will help reduce their risk in future emergencies.

The project will identify specific transportation infrastructure vulnerabilities to climate change impacts by identifying key transportation facilities in the multi-modal system that have the greatest exposure to wildfire. The major wildfires in Mendocino County over the last two years have shown us that transportation facilities may become impassible due to the location of the fires. This results in evacuation routes being eliminated. In addition to routes becoming blocked, another vulnerability frequently experienced in times of emergency, particularly wildfire, is inadequate capacity when entire communities are forced to evacuate at once using a single ingress/egress. By identifying areas of the county with the greatest fire risk, the facilities that are most vulnerable can be identified.

Strategies and actions will be identified that will remedy vulnerabilities. These strategies and actions will include identification of alternate routes for use in times of emergencies. Other strategies may include reduction of fuel around the multi-modal transportation facilities that are most vulnerable or those that are critical for evacuation in at risk areas. Specific adaptation projects will be advanced by identifying alternate routes and improvements needed to make the routes usable. Alternate evacuation routes may be along utility easements or through private property. These routes are likely to need some level of improvement to be passable. Preliminary cost estimates for these alternate routes will be developed along with recommendations for potential funding strategies. These strategies support the California Transportation Commission's 2017 Regional Transportation Plan Guidelines for Regional Transportation Planning Agencies which direct RTPAs to plan for climate change adaptation and state that "...since climate impacts are location-specific, it makes sense to address concerns regionally."

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**3C. Competitive applications should include one or more of the following:**

- Identification of and benefit to disadvantaged/and or vulnerable communities, including transit-dependent populations (when applicable)
- Demonstration of collaboration and partnerships with diverse external stakeholders such as businesses, non-governmental agencies, community-based organizations, and community residents **(Do not exceed the space provided.)**

According to 2012-2016 American Community Survey (ACS) 5-Year estimates, Mendocino County's median household income (\$43,510) is approximately 68.2% of the statewide average (\$63,783) and has routinely ranked among the poorest counties in the State. This percentage is well below the AB 1550 definition for "low income households" as "at or below 80 percent of the statewide median income". The percentage of County residents over age 25 having a Bachelor's degree or higher is 24.1%, compared to the statewide average of 32.0%, according to U.S. Census Bureau. The County is characterized by a higher percentage of senior residents (55+) than the State as a whole (34.6% compared to 24.6% Statewide average, per U.S. Census Bureau). The County also has a higher percentage of residents with a disability when compared to the state, 16.9% to 10.6% respectively.

In April 2018, the Integrated Climate Adaptation and Resiliency Program (ICARP)'s Technical Advisory Council adopted the definition for vulnerable communities to include "Vulnerable communities experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts. These disproportionate effects are caused by physical (built and environmental), social, political, and/or economic factor(s), which are exacerbated by climate impacts."

Although there may be pockets of these vulnerable communities interspersed among the general population, there are entire areas in the more remote parts of Mendocino County that qualify as a "vulnerable community" and are in high/very high-risk areas for wildfire. An example is the community of Covelo in northeastern Mendocino County, which includes the Round Valley Indian Reservation. This community has a median income of \$30,380, which is 47.6% of the statewide average. Many residents do not have access to vehicles and there is no public transit service in the area. There are only ways in and out of Round Valley, State Route (SR) 162 and Forest Highway (FH) 7. Both routes are narrow, windy mountain roads. SR 162 is constantly being repaired due to landslides and the majority of FH 7 is unpaved. In the summers of 2017 and 2018, Round Valley was threatened by a wildfire. Fortunately, emergency responders were able to quickly bring the fire under control eliminating the need for community wide evacuation. However, if larger evacuations had been needed, there would have been no way to quickly get community members to safety. This is just one example of the isolated, vulnerable community that exist throughout Mendocino County.

It is safe to say that any future significant wildfire emergency will have an impact on vulnerable communities. More specifically, it has been shown that recent disasters have a greater impact on vulnerable communities with mobility challenges, including the elderly and transit dependent. This project will engage emergency response agencies and transit providers (including school districts) to plan for evacuation assistance of these vulnerable population segments in times of emergency.

The project will include collaboration with a diverse group of external stakeholders, including residents. As described in 3A, the Technical Advisory Group will be comprised of emergency service providers, transportation providers, and local government representatives. Planning for alternate evacuation routes will also involve partnership and collaboration with private property owners and potentially utilities; as alternate, emergency routes are often outside of the public right-of-way. Collaboration with community-based organizations, such as municipal advisory councils and the recently formed community fire safe councils, will be important in informing communities and residents of evacuation plans and routes, as well as identifying existing weaknesses and vulnerabilities in the system. Outreach to communities throughout the county through public workshops and meetings and/or on-line alternatives will be included in the project to communicate evacuation strategies to residents, particularly vulnerable populations. In the October 2017 fires that swept through Mendocino, Sonoma and Napa counties, 80% of those that lost their lives were over the age of 55. Engaging with this specific vulnerable community to plan for evacuation needs will be a key part of this project.

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<p><b>4. Project Management:</b> See Scope of Work and Project Timeline samples and checklists for requirements (Grant Application Guide, Pages 33-39), also online at: <a href="http://www.dot.ca.gov/hq/tpp/grants.html">http://www.dot.ca.gov/hq/tpp/grants.html</a>.</p>
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<p><b>4A.</b> Scope of Work in required Microsoft Word format</p>
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<p><b>4B.</b> Project Timeline in required Microsoft Excel format</p>
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Application Signature Page

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Nephele Barrett  
Signature of Authorized Official (Applicant)

Nephele Barrett  
Print Name

Executive Director  
Title

11-29-18  
Date

\_\_\_\_\_  
Signature of Authorized Official (Sub-Applicant)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official (Sub-Applicant)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Sample Budget Format**

**Fire Vulnerability Assessment & Emergency Evacuation Preparedness Plan**

		<i>Personnel</i>	B. Jones	B. Smith	B. White	B. Black (Sub-Cons.)	Subtotal	<i>Direct</i>		
		<i>Job Title</i>	<i>Proj. Manager</i>	<i>Planner</i>	<i>Clerical</i>	<i>e.g. Specialist</i>	<i>Personnel</i>	<i>Costs</i>		
		<i>Fully Loaded Hourly Billing Rate</i>	\$150	\$100	\$75	\$150		<i>Total</i>	<i>Description</i>	<b>Total</b>
<b>Task #</b>	<b>Task Title</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>					
<b>Task 1</b>	<b>Project Initiation/Coordination</b>									
Task 1.1	Hold Grant Kick-off Meeting	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Task 1.2	Develop RFP for Cons. Services	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Task 1.3	Consultant Selection	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Task 1.4	Conduct Study Kick-off Meeting	1.00	2.00	3.00	1.00	\$725.00	\$200.00	Travel	\$925.00	
Task 1.5	Hold Monthly Teleconferences									
Task 1.6	Project Coordination & Review	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Task 2</b>	<b>Interagency Collaboration</b>									
Task 2.1	Form TAG									
Task 2.2	Hold TAG Meetings									
Task 2.3	Engage & Coordinate w/Local Agencies									
<b>Task 3</b>	<b>Public Outreach</b>									
	<i>etc.</i>									
	<b>Total Task</b>	<b>1.00</b>	<b>2.00</b>	<b>3.00</b>	<b>1.00</b>	<b>\$725.00</b>	<b>\$200.00</b>		<b>\$925.00</b>	

Note: If the responsible party for a certain task is not the Consultant, that should be noted with "n/a" to maintain task numbering.

# MENDOCINO COUNCIL OF GOVERNMENTS

## PROFESSIONAL SERVICES AGREEMENT

Exhibit 3

[Project Name]

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

### RECITALS:

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

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

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

MCOG and **Consultant** agree as follows:

### 1. WORK TO BE PERFORMED

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

- Exhibit A: MCOG’s Request for Proposals dated \_\_\_\_\_, with Attachments 1-6
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Rates of [Consultant] and Sub-consultants
- Exhibit D: Caltrans Local Assistance Procedures Manual Exhibit 10-J  
- Standard Contract Provisions for Sub-consultant/DBE Participation.

**Consultant** agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in

size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

## 2. PAYMENT FOR SERVICES

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

**MCOG** shall pay **Consultant** for work satisfactorily completed in accordance with **Exhibits A and B** according to the process in Section 3 below. The method of payment shall be “Actual Cost Plus Fixed Fee,” also known as “Cost Reimbursement,” to include hourly rates plus non-salary expenses and fee (profit), in accordance with **Consultant's** Cost Proposal, as attached hereto and made a part hereof in **Exhibit B**.

## 3. INVOICES AND DISBURSEMENT

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

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

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

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

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>

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

#### 4. REPORTS

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

#### 5. SERVICES OF MCOG

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

#### 6. TERM OF AGREEMENT

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

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

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

#### 7. PROJECT INSPECTION AND ACCOUNTING RECORDS

**Consultant** agrees that duly authorized representatives of **MCOG and State** shall have right of access to the **Consultant's** files and records relating to the **Project** and may review the work at appropriate stages during performance of the work. **Consultant** must maintain

accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at **Consultant's** offices during the contract period and thereafter for three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. (See also Section 13.)

#### 8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

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

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

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

#### 9. TERMINATION

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

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

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

sustain as a result of **Consultant's** failure to satisfactorily perform its obligations under this Agreement.

#### 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

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

#### 11. INSURANCE

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

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

Title VI of the Civil Rights Act of 1964. **Consultant** agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

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

Cost Principles. **MCOG, Consultant** and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable. For more information, refer to: <http://www.gpoaccess.gov/nara/index.html>.

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

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

#### 14. COMPLIANCE

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

#### 15. INDEPENDENT CONSULTANT

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

## 16. FINANCIAL INTEREST

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

## 17. SUCCESSOR AND ASSIGNMENTS

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

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

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

## 18. NOTICES

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

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

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

## 19. VENUE

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

## 20. EXTENT OF AGREEMENT:

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

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

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Nephele Barrett, Executive Director  
Mendocino Council of Governments

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[Name, Title]  
[Consultant Company Name]

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

## Mendocino Council of Governments

### Protest Procedures & Dispute Resolution Process

#### I. Protest Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Contents of Protest:

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

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

(2) Protests must be filed with:

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

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

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

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

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

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

17. Review of Protest by MCOG:

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

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

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

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

18. Effects of Protest on Procurement Actions:

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

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

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

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

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

I10. Protest Decisions:

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

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

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

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

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

*October 1, 2014*