



**SHORT RANGE TRANSIT DEVELOPMENT PLAN (SRTDP)  
2022 UPDATE**

**Request for Proposals**

**Mendocino Transit Authority  
241 Plant Road  
Ukiah, CA 95482**

**November 15, 2022**

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## **I. Background**

### **A. Area Profile**

Mendocino Transit Authority (MTA) serves all of Mendocino County, California located approximately 100 miles north of San Francisco. At 3,509 square miles in size, Mendocino County is larger geographically than the states of Rhode Island and Delaware combined. However, with a population of only 91,305 (US Census 2021 estimate) the equivalent is 25 persons per square mile. The Coastal Mountain Range, a formidable geographic barrier, divides the county north-south with two-thirds (2/3) of the County's residents living in the "Inland" region - the County Seat of Government in Ukiah, and the Gateway to the Redwoods, City of Willits, approximately 30 miles north of Ukiah via US 101. The remaining one-third (1/3) of residents live along the 90 miles of isolated coastline, with Fort Bragg being the population cluster of approximately 14,500 residents. MTA provides transit service to the towns of Fort Bragg, Mendocino and Point Arena ('Coastal'). The "Coastal" towns are connected to the 'Inland' areas via bus routes that traverse narrow, winding mountain roads that take approximately one and a half to two (1.5 to 2) hours to travel between the two areas.

The transit system includes a network of long distance, commute and local fixed routes, plus Dial-A-Ride services in Ukiah and Fort Bragg. MTA provides service throughout the Counties of Mendocino and Sonoma, including the communities of Albion, Anchor Bay, Bodega, Bodega Bay, Boonville, Calpella, Caspar, Elk, Fort Bragg, Fort Ross, Freestone, Gualala, Hopland, Jenner, Manchester, Mendocino, Navarro, Philo, Point Arena, Redwood Valley, Santa Rosa, Sea Ranch, Stewarts Point, Ukiah, Willits, and Windsor.

### **B. Organization and Management**

Public transit service in Mendocino County is the responsibility of the Mendocino Transit Authority.

Established in 1976, the Mendocino Transit Authority operates under a Joint Powers Agreement with the cities of Ukiah, Willits, Point Arena and Fort Bragg, and the County of Mendocino. MTA is governed by a seven (7) member Board of Directors composed of representatives from the four cities, the County, and the public. An Executive Director leads the agency, under the direction of the Board of Directors. MTA is the Consolidated Transportation Services Agency (CTSA) for the region and works with the five senior center transportation programs in the County.

### **C. Purpose**

The Mendocino Transit Authority is soliciting proposals for the preparation of a Transit Development Plan (TDP) update for the Mendocino County region. Past Transit Development Plans have helped guide the development of transit services providing improved mobility for area residents and visitors.

## **II. Project Description**

A Short Range Transit Development Plan (SRTDP) will be developed to guide MTA's operations over the next five years. The project will include extensive community outreach, passenger and stakeholder surveys, and community workshops to inform development of the Plan's components (performance standards, transit demand analysis, transit alternatives, financial evaluation, operating plan, etc.).

The region's populations of aging, disabled, and economically disadvantaged residents emphasize the importance of the TDP. Given the evolving needs of transit users within the cities and county of the region, periodic updates are necessary in order to maximize mobility options for the noted populations. One need in particular calls for non-traditional (flexible and/or on-demand) service), particularly for transit dependent users unable to access existing MTA facilities due to physical or scheduling related barriers.

## **III. Scope of Work**

### **A. Responsible Parties**

The Mendocino Transit Authority (MTA) will be the lead agency for this project. A project Technical Advisory Group (TAG) composed of representatives from MTA, MCOG, Redwood Coast Regional Center (RCRC), interested tribal governments will be formed to assist with implementation. A transportation consultant will be procured through a competitive process to perform technical tasks under guidance of the TAG.

### **B. Project Tasks**

**Task 1:** Coordination with Project Partners & Consultant

**Task 1.1** Technical Advisory Group: MTA will form a Technical Advisory Group (TAG) to guide the project consisting of representatives from the MTA, MCOG, interested tribal governments, RCRC.

**Task 1.2** Consultant/TAG Kick-off Meeting: Consultant will conduct a kick-off meeting with MTA, TAG, and Consultant to share contact information, develop lines of communication, clarify objectives of the project, and resolve remaining issues. Consultant will prepare agenda and minutes for kick off meeting.

**Task 1.3:** Monthly Status Meetings: MTA, MCOG, and Consultant (project team) will hold monthly status meetings throughout the project. Consultant will prepare agenda and minutes for status meetings.

**Task 1.4:** TAG Meetings: Consultant will conduct meetings with TAG, as needed, throughout the course of the study and prepare agendas and minutes for TAG meetings. Project team, TAG, stakeholders, and focus group meetings may be held in-person, virtually, via video and/or teleconference meetings.

- **Responsible Party: Consultant & MTA**

<b>Task</b>	<b>Deliverable</b>
1.1	<i>TAG Membership Roster (MTA)</i>
1.2	<i>Kick-off Meeting Agenda and Meeting Notes (Consultant)</i>
1.3	<i>Monthly Project Team Status Meeting Agendas and Meeting Notes (Consultant)</i>
1.4	<i>TAC Meetings, Agendas and Minutes (Consultant)</i>

**Task 2: Data Collection**

**Task 2.1:** Collect, Review, and Incorporate Relevant Data from Planning Documents or Other Sources: Consultant will gather and review existing data and policies pertaining to the region including, but not limited to, the current Transit Development Plan, Coordinated Public Transit - Human Services Plan, the Regional Transportation Plan, other related planning studies, development proposals, needs assessments, or community plans (e.g., local General Plans, Area Plans), and demographic and existing modeling data.

**Task 2.2:** Review Regional Transit System and Other Mobility Services: Consultant will review all aspects of the regional transit system, including but not limited to, existing plans, demographic data, route information, boarding and alighting data, and other relevant information with respect to services provided by the Mendocino Transit Authority. In addition, the consultant will review current “unmet transit needs” of the region as defined in the annual Unmet Needs process.

**Task 2.3:** Prepare a Detailed Bibliography of Material: Consultant will prepare a bibliography of documents, studies, and/or reports reviewed with a summary of their relevance to the project. The summary will be presented to the TAG for review and comment.

- **Responsible Party: Consultant (MTA staff will assist with data collection and review all deliverables)**

<b>Task</b>	<b>Deliverable</b>
2.1	<i>List of plans and data reviewed (Consultant)</i>
2.2	<i>List of current operations and unmet needs reviewed (Consultant)</i>
2.3	<i>Data summary memo/Bibliography (Consultant)</i>

### Task 3: Public Participation and Community Outreach

**Task 3.1:** Develop a List of Stakeholders: With input from the Technical Advisory Group (TAG), the consultant will develop a list of stakeholders that are likely to be impacted or concerned with outcomes of the Plan. This list will help guide the community outreach process.

**Task 3.2:** Develop and Conduct Passenger and Stakeholder Surveys: The consultant will develop and conduct passenger and stakeholder surveys using online and traditional methods and taking into consideration community diversity and the challenges of engaging normally hard-to-reach residents. As part of the research, the consultant will conduct interviews of key stakeholders such as transit service providers with a focus on the needs of transit dependent system users in the region.

**Task 3.3:** Conduct Stakeholder Meetings/Community Workshops: Consultant will advertise and conduct two Stakeholder Meetings/Community Workshops. The first will be to review currently available services to seek input on passenger satisfaction and unmet service needs. The second workshop will take place when the Draft Plan is made available for public review and will include recommended options to meet unmet needs. Notes and comments and/or concerns will be recorded from the meetings and will be included in the overall analysis of transit needs for the region.

Consultant will prepare meeting and survey materials in English and Spanish. They will advertise workshops in the community, using a variety of outreach methods consistent with the RTPA's (MCOG) Public Participation Plan, which may be viewed at: <https://www.mendocinocog.org/2020-public-participation-plan-update>. This will include social media and online surveys in addition to traditional outreach methods.

**Task 3.4:** Prepare a Memo Summarizing Findings: Consultant will summarize the findings of the surveys and outreach to determine how well current needs are being met and where improvements are warranted. The results will be presented to the TAG for discussion, review, and comment.

- **Responsible Party: Consultant (MTA staff will assist with and participate in the public outreach process)**

Task	Deliverable
3.1	<i>List of stakeholders (Consultant)</i>
3.2	<i>Develop and Conduct Passenger and Stakeholder Surveys and interviews; (Consultant)</i>
3.3	<i>Two (2) Stakeholder meetings/community workshops; agendas and minutes, record of stakeholder and public comment, and advertising materials (Consultant)</i>
3.4	<i>Community Outreach Summary Memo (Consultant)</i>

#### **Task 4: Performance Standards, Transit Demand Analysis, and Operating Plan**

**Task 4.1:** Develop Performance Standards: Consultant will develop a set of performance standards by which to evaluate and measure the efficiency and effectiveness of current operations. This will include analyses of individual routes to determine where and what types of improvements may be needed.

**Task 4.2:** Prepare an Analysis of Transit Demand in the Region: Based on findings from stakeholder interviews, surveys, and other public outreach, the consultant will evaluate current transit demand in the region, and identify where improvements may be needed. As part of the analysis, a financial evaluation (e.g., potential costs, savings, feasible revenue sources) will be included. In addition, the consultant will look at possible alternatives to fixed-route service that might benefit transit dependent residents with respect to flexibility and accessibility to transit services. This may include micro-transit services, on-demand type services, Transportation Network Companies (TNCs), or other variations that could involve services beyond what MTA normally provides. The analyses will be presented to the TAG for review and comment.

**Task 4.3:** Develop a Five-Year Operating Plan: Using the completed analyses, the consultant will develop a five-year operating plan for routes and services, including cost projections, expected revenues and expenses, and relevant funding information. Based on this, MTA will pursue funding to implement the plan's recommendations.

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
4.1	<i>Performance Standards (Consultant)</i>
4.2	<i>Analysis, including financial evaluation and alternatives (Consultant)</i>
4.3	<i>Five-Year Operating Plan for Routes and Services (Consultant)</i>

#### **Task 5: Draft Transit Development Plan**

**Task 5.1:** Prepare Draft Transit Development Plan: Consultant will prepare a Draft Transit Development Plan (TDP) using the findings, objectives, and strategies developed in previous tasks that will identify and prioritize needed improvements to the region's public transportation system. Once completed, it will be presented to the TAG for review and comment. The Draft TDP will also be presented to the Social Services Transportation Advisory Council (SSTAC) for review and comment. Following review by the TAG and SSTAC, the consultant will make edits as appropriate, and present the revised Draft TDP to the Mendocino Transit Authority (MTA) Board for review and comment.

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
5.1	<i>Draft TDP (electronic copy); revised Draft TDP (electronic copy); Presentation to MTA Board; Notes from presentations to the TAG, SSTAC, and MTA Boards. (Consultant)</i>

**Task 6: Final Transit Development Plan & MTA Board Acceptance**

**Task 6.1:** Prepare and Present Final Transit Development Plan: Consultant will incorporate final edits as needed and prepare and present the proposed Final Transit Development Plan at a public meeting of the Mendocino Transit Authority Board for review and adoption. Following adoption by the MTA Board, the consultant will prepare 10 bound copies, as well as an electronic copy of the final product and appendices, and deliver to the Mendocino Transit Authority.

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
6.1	<i>Presentation to MTA Board; Final TDP (10 bound copies; electronic copy.) (Consultant)</i>

**IV. Proposal Requirements**

Each proposal will contain at a minimum:

**A. Identification of Prospective Contractor**

The proposal will include the name of the individual or firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired.

**B. Management**

The prospective contractor will designate by name the project manager to be employed. The selected contractor will not cause the substitution of the project manager without prior approval of the Mendocino Transit Authority.

**C. Personnel**

The prospective contractor will 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 each professional will be assigned to the contract and what tasks each professional will perform. The contractor will not cause members of the project team to be substituted without prior approval of the Mendocino Transit Authority.



#### **D. References**

The prospective contractor will 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 will 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.

#### **F. Methodology**

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

#### **G. Schedule of Tasks**

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

#### **H. Budget**

The prospective contractor will prepare a detailed budget, by task, for the work to be performed. A sample budget format is attached as Attachment A. The budget will 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 for all personnel must be shown (e.g., labor, overhead rate, fringe, profit, etc.).

Consultant mark-up on direct costs or subcontractor costs is not allowed.

Reimbursement for travel-related direct costs (hotels, meals, etc.) is limited to approved Federal rates which may be found on the GSA website:

[www.gsa.gov/travel/plan-book/per-diem-rates](http://www.gsa.gov/travel/plan-book/per-diem-rates)

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 will follow the same format as that for the prime contractor, including the methodology for calculating fully-weighted rates.

#### **I. Debarment**

The proposal will contain a statement certifying that contractor and subcontractors have not been debarred or suspended from Federal or State programs.

#### **J. Accounting System and Cost Principles**

The proposal will contain a statement certifying that contractor and subcontractors maintain an accounting system that: 1) can segregate and accumulate project costs for adequate documentation to support costs, 2) conforms to Generally Accepted Accounting Principles (GAAP), and 3) conforms to standards required by 2 CFR, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards (eCFR :: Title 2 of the CFR -- Grants and Agreements). A contract will not be awarded to a consultant without an adequate financial management and accounting system. A pre-award audit may be required.

**K. Signature**

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

**V. Contractor Award**

**A. Proposal Review**

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

Mendocino Transit Authority may reject any proposal if it is conditional, incomplete, or contains irregularities. Mendocino Transit Authority may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation will in no way modify the Request for Proposals documents or excuse the respondent from full compliance with the contract requirements if the proposer is awarded the contract.

**B. Proposal Evaluation**

Proposals will be evaluated according to how well individual criteria have been met. In certain cases, follow up interviews may be requested prior to selection, although Mendocino Transit Authority reserves the right to select a consultant based solely on written proposals. In the event of an interview, a separate score (from 1-20) will be used to rank oral proposals, which will be judged according to project understanding and approach. Overall, evaluation will focus on the comprehensive nature of the proposal (thoroughness of proposals, knowledge of local conditions, etc.) and will be based on the following criteria:

<u>Criterion</u>	<u>Weight</u>
1. Approach to tasks and duties (scope)	30%
2. Cost proposal, including budget/resource allocation	20%
3. Experience relevant to tasks and duties	30%
4. Qualifications, Education and training	20%

**C. Contract Award**

A contract will be negotiated with the individual or firm determined in the evaluation process to be best suited to perform this project. Mendocino Transit Authority is expected to award a contract by **February 16, 2023**.

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 Transit Authority, then staff will

commence the negotiation process with the individual or firm submitting the second highest rated proposal. A Sample Contract is attached as Attachment B.

## V. General Information

### A. Proposal Submittal

Proposals must be received by no later than **4:00 p.m. on February 4, 2023.**

Proposals may be either emailed or hand delivered to:

Jacob King, Executive Director  
Mendocino Transit Authority  
241 Plant Rd.  
Ukiah, CA 95482  
Email: [Jacob@mendocinotransit.org](mailto:Jacob@mendocinotransit.org)

### B. Late Submittals

Proposals received after the specified time will not be considered and will be returned, unopened, to the respondent.

### C. Modification or Withdrawal of Proposals

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

### D. Schedule

The schedule of activities related to this contract is as follows:

Activity	Date
RFP Mail-out	November 15, 2022
Written Question Submittal Deadline	December 9, 2022
Response to Questions Posted to MTA's website <a href="http://www.mendocinotransit.org/">http://www.mendocinotransit.org/</a>	December 14, 2022
<b>Proposal Submittal Deadline</b>	<b>January 6, 2023 - 5:00 p.m.</b>
Review of Proposals	January 9-13, 2023
Rank of Proposals	January 17-19, 2023
Interviews (if needed)	January 23-24, 2023
Contractor Selection & Contract Award	January 27, 2023
Project Starting Date - Notice to Proceed	February 6, 2024
Presentation of Final Report to MTA Board	April 2024
Final Reports Due	May 2024

**E. Property Rights**

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

**F. Amendments to Request for Proposals**

Mendocino Transit Authority reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

**G. Funding**

Total consultant funding for this project is **\$200,000**. The source of funding is Local Transportation Funds (LTF): PUC, Sec. 99262 Transit Planning. Programmed by the Mendocino Transit Authority through MCOG from the 2022/23 Transportation Development Act (TDA) funds.

**H. Non-commitment of the Mendocino Transit Authority**

This Request for Proposals does not commit Mendocino Transit Authority 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. Mendocino Transit Authority 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 agency 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 **MUST be submitted IN WRITING**. Written questions should include the individual's name, the name of the firm (if applicable), address, telephone number, and e-mail. Questions must be submitted by **Friday December 9, 2022 at 5:00 p.m.** Email questions to [Jacob@mendocinotransit.org](mailto:Jacob@mendocinotransit.org) or mail to:

Jacob King, Executive Director  
Mendocino Transit Authority  
241 Plant Rd.  
Ukiah CA 95482

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted by December 14, 2022, on MTA's website <http://www.mendocinotransit.org/>

**K. Conflict of Interest**

No consultant, subcontractor, or member of any firm proposed to be employed in the preparation of this project has a past, ongoing, or potential involvement which could be deemed a conflict of interest under the Fair Political Practices Act or other law. During the term of this Agreement, the consultant will not accept any employment or engage in any consulting work that would create a conflict of interest with Mendocino Transit Authority or in any way

compromise the services to be performed under this Agreement. The consultant will immediately notify the Mendocino Transit Authority of any and all potential violations of this paragraph upon becoming aware of the potential violation.

**L. Affirmative Action**

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VI and 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 Mendocino Transit Authority.

**M. Protest Procedures and Dispute Resolution Process**

The Mendocino Transit Authority's "Protest Procedures and Dispute Resolution Process" will be utilized to resolve and protests or disputes to this procurement process (*see Attachment C*).

**Sample Budget Format**  
**MTA Short Range Transit Development Plan**

Firm Name: ABC Company									
	<i>Personnel</i>	B. Jones	B. Smith	C. White	A. Parker		<i>Direct Costs</i>	<i>Direct Costs</i>	
	<i>Position/Title</i>	Proj. Mgr	Sr Planner	Planner	Admin. Asst.	<b>Total Hours</b>	<i>Amount</i>	<i>Description</i>	<b>Total</b>
Task #	<i>Fully Loaded Hourly Billing Rate *</i>	\$170	\$150	\$130	\$100	<b>Per Task</b>			<b>Costs</b>
1	Coordination with Project Partners & Consultant	20	15	10	5	50			
	<i>Subtotal</i>	\$3,400	\$2,250	\$1,300	\$500	\$7,450	\$500.00	Travel	\$7,950.00
2	Data Collection								
	<i>Subtotal</i>								
3	Public Participation & Community Outreach								
	<i>Subtotal</i>								
4	Performance Standards, Transit Demand Analysis, and Operating Plan								
	<i>Subtotal</i>								
5	Draft Transit Development Plan								
	<i>Subtotal</i>								
6	Final Transit Development Plan & MTA Board Acceptance								
	<i>Subtotal</i>								
	<b>TOTAL</b>	<b>\$3,400</b>	<b>\$2,250</b>	<b>\$1,300</b>	<b>\$500</b>	<b>\$7,450</b>	<b>\$500</b>		<b>\$7,950.00</b>

\* Methodology for calculating fully loaded hourly billing rates must be shown. (e.g. labor, overhead rate, fringe, profit, etc.)

Subconsultant costs may be shown on this page or on a separate budget page, in similar format.

**Mendocino Transit Authority**

**AGREEMENT FOR PROFESSIONAL SERVICES**

Project Name

This Agreement is entered into on xxxxxx, 202x, by and between the Mendocino Transit Authority, hereinafter referred to as the "MTA", and (Consultant Name), hereinafter referred to as "Consultant."

RECITALS:

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

The MTA is lead agency for the Project Name, hereinafter referred to as the "Project," funded by Funding Source and amount(s) from the State of California, Department of Transportation, hereinafter referred to as the "State." The MTA shall be responsible to State for the successful completion of this Project.

All services performed by MTA, 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.

The MTA and Consultant agree as follows:

1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in attachments, incorporated herein by reference. Professional services described in Exhibit A may be refined or amended by written agreement of the MTA and Consultant.

Exhibit A: Consultant's Proposal to xxxxxx

Exhibit B: Project grant application with the scope of work and the project schedule used in the formal procurement process.

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

2. COMPENSATION

Compensation for services provided shall not exceed \$xx,xxx on a job completion basis. 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 Exhibit.

The MTA shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on an hourly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit A.

3. INVOICES AND DISBURSEMENT

The MTA will pay Consultant no more than every thirty (30) days based on itemized invoices for work completed, including documentation of any direct costs. Costs shall be shown to reflect hourly billing rates for all staff. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. sub-Consultant invoices shall also include narrative of work completed as well as detailed receipts of any direct expenses. Consultant mark-up of direct expenses or of subcontractor invoices are not allowable, therefore MTA will not pay Consultant for any such increases to actual costs incurred.

The MTA shall review invoices and may approve them for payment or adjust them after consultation with Consultant. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in Exhibit A. The MTA will make payments within 30 days of receipt of Consultant's invoices.

The MTA shall hold retainage of ten (10%) percent of each invoice. This retention shall be released to Consultant within 30-days after receiving final work products deemed satisfactorily completed by MTA.

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

4. REPORTS

Due dates and milestones are detailed in Exhibit A. Preparation of deliverable work products detailed in Exhibits A and B shall be in formats acceptable to the MTA. The MTA will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverables, until the final deliverables are accepted by the MTA.



5. SERVICES OF THE MENDOCINO TRANSIT AUTHORITY

The MTA shall provide program guidance and appropriate monitoring of work task performance under this Agreement. The MTA shall place at the disposal of Consultant all available information pertinent to the project.

The MTA 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 xxxxxx, 202x through xxxxxx, 202x. Execution of this Agreement by the MTA shall constitute Consultant's authority to proceed immediately with the performance of the work described by Exhibits A and B, provided that evidence of insurance has been received by the MTA as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of the MTA by xxxxxx, 202x. Extensions of the above term may be made only upon written authorization by the MTA.

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

MTA, Consultant and all subcontractors 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, if applicable. Copies will be made and furnished by MTA upon request, at no cost to State.

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data ("Work Product") as required by this Agreement shall be and shall remain the property of the MTA. However, notwithstanding the foregoing, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. Consultant grants the MTA an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Third-party content that

may be used or incorporated in the Work Product shall not become the property of the MTA. Consultant shall secure all licenses necessary for the MTA to utilize Consultant's services and the Work Product for their intended purposes.

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

## 9. TERMINATION

At any time, the MTA 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 the MTA 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 the MTA 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 the MTA, Consultant fails to perform or provide prompt, efficient and thorough service, or if Consultant fails to complete the work within the time limits provided, the MTA 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 the MTA shall have the right to take Consultant's studies, and reports insofar as they are complete and acceptable to the MTA 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 the MTA due to the breach of this Agreement by Consultant. Said termination of the Agreement shall not relieve Consultant of its liability to the MTA for any damages, general or consequential, which the MTA may sustain as a result of Consultant's failure to satisfactorily perform its obligations under this Agreement.

## 10. INDEMNITY

Contractor specifically agrees to indemnify, defend, and hold harmless MTA, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by MTA in enforcing this indemnity, including

reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

## 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 the MTA for the MTA's protection, its elected or appointed officials, employees and volunteers, Consultant and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by Consultant, by another independent contractor, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to the MTA 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, the MTA, 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 the MTA. 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 the MTA 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, the Consultant shall furnish to the MTA 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.

The Consultant shall sign and file with the MTA a Workers Compensation Certificate prior to performing any work. 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.

The MTA 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 the MTA 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

\_\_\_\_ Contractor assures MTA that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as MTA may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued.
- b. Americans with Disabilities Act (ADA) of 1990: Contractor assures MTA that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to,

those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38.

- c. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- d. Contractor and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 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 a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities. \_\_\_
- f. Disadvantaged Business Enterprise (DBE) Obligation. MTA, 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.
- g. Cost Principles. MTA, 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 Administrative 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>

- h. Record Retention and Audits. MTA, 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 MTA upon request, at no cost to State.

MTA, 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 the MTA 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. The MTA 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

The 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. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted. The following provisions apply to this Agreement.

a. **Conflicts of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with MTA's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with MTA or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify MTA of any and all potential violations of this paragraph upon becoming aware of the potential violation.

b. **Political Reform Act Compliance:** Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its

implementing regulations ( 2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by MTA, as provided for in the Conflict of Interest Code for MTA, shall promptly file economic disclosure statements for the disclosure categories determined by MTA, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

c. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Attachment D.

d. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, MTA shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## 17. SUCCESSOR AND ASSIGNMENTS

The MTA 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 the MTA nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, Consultant reserves the right to assign the proceeds due under this Agreement to any bank or person.

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

## 18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, or when personally delivered as follows:

TO MTA:  
Jacob King, Executive Director Mendocino  
Transit Authority  
241 Plant Rd.  
Ukiah, CA 95482

TO CONSULTANT:

19. VENUE

This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in 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.

21. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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.

\_\_\_\_\_  
Jacob King, Executive Director  
Mendocino Transit Authority

\_\_\_\_\_  
Consultant Name, Position  
Firm Name, LLC

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



## Mendocino Transit Authority

### Protest Procedures & Dispute Resolution Process

- A. Purpose. The purpose of these procedures is to set forth the procedures to be utilized by the Mendocino Transit Authority (MTA) 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.
- B. General. In order for a bid protest to be considered by MTA, 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 MTA, and will be returned to the submitting party without any further action by MTA.
- C. 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 MTA and the successful bidder and offeror.
  3. The term “days” refers to normal business days of MTA 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.
- D. Grounds for Protest. Any interested party may file a bid protest with MTA on the grounds that:
1. MTA has failed to comply with applicable Federal or State Law;
  2. MTA has failed to comply with its procurement procedures;
  3. MTA 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. MTA 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.

E. 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 MTA procurement procedures, or specific term of the solicitation alleged to have been violated.
  - d. Any relevant supporting documentation the protesting party desires MTA to consider in making its decision.
  - e. The desired relief, action, or ruling sought by the protestor.

2. Protests must be filed with:

Mendocino Transit Authority  
Jacob King, Executive Director  
241 Plant Rd  
Ukiah, CA 95482

3. All protests must be received at the MTA 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, MTA 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.

F. Timing Requirements and Categories of Protests. MTA 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 MTA. Any protest based on such grounds not filed within this period will not be considered by MTA. 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 MTA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with MTA no later than 72 hours after the protestor's receipt of MTA'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 MTA.

G. Review of Protest by MTA

1. MTA will notify the protestor within 3 days of timely receipt of a bid protest that the protest is being considered.
2. In the notification, MTA will inform the protestor of any additional information required for evaluation of the protest by MTA, and set a time deadline for submittal of such information. If MTA requests additional information, and it is not submitted by the stated deadline, MTA may either review the protest on the information before it, or decline to take further action on the protest
3. In its sole discretion, MTA 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 MTA relative to the merits of the bid protest. MTA will set a time deadline for the submittal of such comments, which will be no less than 5 days after MTA provides notification of the protest.
4. In its sole discretion, MTA 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 MTA in deciding the bid protest if it is submitted to MTA in writing within 3 days after the conference.

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

- I. Summary Dismissal of Protests. MTA 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 MTA in a previous bid protest by any interested party in the same solicitation or procurement action.
  
- J. 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 MTA's own investigation and analysis.
  - 3. If the protest is upheld, MTA 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 MTA's determination, or termination of the contract.
  - 4. If the protest is denied, MTA will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.
  
- K. 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 Mendocino County.

**EXHIBIT "B"**  
**LEVINE ACT DISCLOSURE STATEMENT**

*(To be completed by all proposers on MTA consultant contracts)*

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

Current members of the MTA Board of Directors, and alternates, are:

- Saprina Rodriguez
- Jim Tarbell
- Tess Albin-Smith
- Maureen Mulheren
- Bruce Richard
- Josefina Duenas

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

YES       NO

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

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

YES       NO

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

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

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)