

REQUEST FOR QUALIFICATIONS AND PROPOSALS

FOR

**Design Services for the
Mendocino Transit Authority (MTA)
Bus Charging Infrastructure Project**

May 16th, 2025



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

NOTE: Updates, changes, or addendums to the RFQ are posted at
<https://mendocinotransit.org/procurements/>

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Request for Qualifications and Proposals for Design Services

I. INVITATION TO SUBMIT PROPOSAL

The Mendocino Transit Authority ("Authority") is soliciting proposals from California licensed Engineering firms to provide Engineering Design Services for the Bus Charging Infrastructure Project ("Project"). The Project includes the design of bus charging stations, an extension of the existing solar photovoltaic canopy, and all other requisite electric vehicle transit infrastructure at the Authority's Ukiah and Fort Bragg facilities. This general description of the scope of services is further supplemented in Section II.B (Scope of Services). The final design product shall be fit for the Authority's intended use.

- MTA's Ukiah site is at 241 Plant Road, Ukiah, CA, 95482.
- MTA's Fort Bragg site is at 190 East Spruce Street, Fort Bragg, CA, 95437.

The Authority has digitally posted this Request for Qualifications (RFQ) at <https://mendocinotransit.org/procurements/>. Proposers should carefully review the requirements before submitting a proposal.

Proposals will be received as specified under "RFQ Schedule" and "Instructions for Submitting Proposals" below.

To the extent that the scope of services includes work that falls under the Labor Code definition of "public works" (Cal. Labor Code Section 1720 et seq), this project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The Consultant's sole responsibility is to comply with the DIR for the duration of the project. Consultants submitting a Proposal and subcontractors or sub-consultants performing any portion of the work that falls under the "public works" definition must be registered with the DIR under DIR requirements at the time of contract award.

This advertisement of this RFQ does not commit the Authority to award a contract, pay any costs incurred in preparing a proposal for this request, or procure our contract for services. The Authority reserves the right to reject any or all proposals, waive any irregularities or informalities not affected by law, evaluate the proposals submitted, and award the contract according to the proposal that best serves the interests of the Authority. The Authority reserves the right to cancel this solicitation for any reason, to negotiate with any qualified Proposer, or to modify or cancel in part or its entirety the RFQ if it is in the best interests of the Authority to do so without penalty or payment of any amount to prospective Proposers.

DEFINITIONS

For this RFQ:

1. "AHJ" shall mean Authorities Having Jurisdiction.
2. "Authority" shall mean Mendocino Transit Authority, Owner.
3. "Consultant/Contractor" shall mean the selected Proposer(s) to whom the Authority has awarded a Contract for the Project.
4. "Proposer" shall mean the person, entity, or organization that submits a Proposal in response to this RFQ.
5. "RFQ" means Request for Qualifications and Proposals
6. "Project" means the entire Scope of Services described in this RFQ. The Scope of Services may constitute the whole or a part of the Project.

RFQ SCHEDULE

Questions regarding this RFQ must be addressed in writing to the appropriate contact person listed under "RFQ Contacts" below. Proposers are advised that questions received after the final due date for receipt of questions as listed in the RFQ Schedule below may not be answered. Where appropriate, the Authority will respond in writing to proposer questions submitted by the due date via an addendum; see "Authority Responses to Proposer Questions" below.

RFQ Advertisement	May 16th, 2025
Proposer Questions Due	June 6th, 2025 @ 3:00pm
MTA Responses to Proposer Questions	June 13th, 2025
Proposal Due Date	June 20th, 2025 @ 3:00pm
Anticipated Contract Execution	July 2025
All dates and times are subject to change at the discretion of the Authority.	



INSTRUCTIONS FOR SUBMITTING PROPOSALS

<p>Submission of Proposals</p>	<p>Proposals must be submitted in strict compliance with the Proposal Instructions prescribed in this RFQ. Proposals shall be submitted in sealed envelopes, clearly marked, and received at the following address before the proposal due date above.</p> <p>ATTN: Jacob King Mendocino Transit Authority 241 Plant Road Ukiah, CA 95482</p>
<p>Technical Proposal Format</p>	<p>Each Proposer must submit one (1) hard copy and one (1) electronic copy of the technical proposal in PDF format on a USB drive. The hard copies and USB drive shall be mailed or hand-delivered to the Mendocino Transit Authority office. The submitted electronic PDF on USB must be unencrypted, universally viewable, printable, transferable, and enable copying. Technical Proposals shall be submitted in a sealed envelope marked <u>Mendocino Transit Authority Bus Charging Infrastructure Project Design Technical Proposal</u>.</p> <p>Note that adequately executed copies of all forms contained in Attachment 2 must be included in the Technical Proposal.</p>
<p>Cost Proposal Format</p>	<p>Cost Proposals must be submitted in a separately sealed envelope from the Technical Proposal. Proposers must utilize the cost proposal form in Appendix A. See Section. II.D.3 for additional information.</p> <p>Each Proposer must submit one (1) hard copy and one (1) electronic copy of the Cost Proposal in PDF format on a USB drive. The hard copies and USB drive shall be mailed or hand-delivered to the Mendocino Transit Authority office. The submitted electronic PDF on the USB drive must be unencrypted, universally viewable, printable, transferable, and enable copying. Cost Proposals shall be submitted in a sealed envelope marked <u>Mendocino Transit Authority Bus Charging Infrastructure Project Design Cost Proposal</u>.</p>
<p>Proposal Modification</p>	<p>Any proposals received before the time and date specified for the Proposal Due Date above may be</p>

	withdrawn or modified by the written request of the Proposer. To be considered, however, the modified Proposal must be received before the Proposal Due Date.
Late Submittals	Proposals received after the time and date stated above may be disqualified. The Authority is not responsible for failed proposal delivery.

MTA PRIMARY CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFQ must be requested in writing no later than the date indicated in the RFQ Schedule above. All written questions submitted before the Proposer Questions Due deadline above will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFQ by any person are not considered binding. All communication regarding this solicitation shall be made directly with the primary point of contact. Any verbal or written communication between any potential or actual Proposer, or its representatives, and any Authority Board Member, staff member, or committee member regarding this procurement is strictly prohibited from the date of the RFQ advertisement through the date of execution of the contract. The only exception is communication at a publicly-noticed meeting of the Authority's Board of Directors. Any violation of the requirements outlined in this section shall constitute grounds for immediate and permanent disqualification of the Proposer from participation in this procurement. The point of contact for this RFQ shall be:

	Name	E-mail Address
Primary Contact	Bret Byrd	procurements@mendocinotransit.org

AUTHORITY RESPONSES TO PROPOSER QUESTIONS

<p>Addenda</p>	<p>In response to proposers' questions, the Authority may issue an Addendum modifying the provisions of the RFQ.</p> <p>Any such addenda will be posted at https://mendocinotransit.org/procurements/, where the RFQ was posted.</p> <p>Only questions answered by formal written Addenda will be binding. Oral and other interpretations and clarifications will be without legal effect. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents. The proposer shall assume full responsibility for making itself completely aware of both the existence and contents of all addenda. Each Proposer will be presumed to have inspected any relevant site and to have read and be thoroughly familiar with any associated or referenced plans, specifications, or other documentation (including all addenda) and referenced legal provisions. The failure or omission of any Proposer to examine any form, instrument, document, or referenced applicable legal requirements shall in no way relieve any Proposer from any obligation with respect to the Proposal submitted.</p>
<p>Acknowledgment of Receipt of Addenda</p>	<p>Each Proposer shall be responsible for ascertaining, before submitting a Proposal, that it has received all issued Addenda.</p> <p>Receipt of said Proposer must acknowledge addenda on the RFQ Acknowledgement and Certifications form.</p> <p>Acknowledging all material addenda will be considered a matter of responsiveness.</p>

II. REQUEST FOR PROPOSALS

A. BACKGROUND

MTA has provided public transit services for Mendocino County since 1976. Its service area encompasses about 2,800 square miles and provides a diverse system of long-distance, commuter, and local fixed routes, plus two Dial-A-Rides and one Flex Route. MTA serves a population of nearly 90,000; our vehicles travel more than 881,000 miles per year.

Currently, MTA operates twelve fixed bus routes, connecting the Mendocino Coast, the Inland valleys, towns, and communities to Ukiah, the county seat and largest of the four incorporated cities. Two routes connect most of Mendocino County to Santa Rosa in Sonoma County. In Santa Rosa, passengers can make easy daily connections for travel to the Bay Area and beyond. MTA also provides Dial-A-Ride services in Ukiah and Fort Bragg and one flex route, the Local 9 PM Service in Ukiah.

MTA provides daily connections with Sonoma County Transit, Santa Rosa City Bus, AMTRAK, and Golden Gate Transit for regional service to Marin and San Francisco Counties in Santa Rosa. MTA also provides daily connections with the Sonoma County Airport Express at the Sonoma County Airport for service to and from the Bay Area airports. In Ukiah, MTA connects with Lake Transit service to and from Lake County Monday through Saturday.

MTA was established in 1976 under a joint power agency agreement between the County of Mendocino, the City of Fort Bragg, the City of Point Arena, the City of Ukiah, and the City of Willits.

Our mission is to provide safe, courteous, reliable, affordable, and carbon-neutral transportation services.

The Authority's electric vehicle fleet consists of one 35-foot battery electric bus, which it plans to expand to ten electric shuttle buses and nine 35-foot battery electric buses over the next five fiscal years.

B. SCOPE OF SERVICES

The Authority seeks proposals from qualified proposers to provide engineering design services to develop appropriate plans and specifications consistent with relevant federal, state, and local standards and codes for the bus chargers and electrical infrastructure at the Authority's Ukiah and Fort Bragg locations. The location of the bus chargers and all other electrical infrastructure should be designed with planned growth, allowing the Authority to maintain flexibility. The Consultant will deliver engineering services to achieve the objectives outlined below and ensure the provision of all necessary materials, supplies, equipment, and services required to secure permits allowing MTA to commence construction.

Ukiah Site Objectives

- Design of electrification infrastructure for the following charger(s):
 - (2) ChargePoint CPE 250 62.5KW chargers
- Design provisions for future electrification for (4) additional ChargePoint CPE 250 chargers.
- Design provisions for a solar array on a canopy structure. This new canopy structure will be adjacent to the current solar canopy structure (See Figure 2 for reference only). The selected consultant shall design solar equipment and infrastructure based on the Authority's current and future operational needs.
- The design will incorporate a generator and an Automatic Transfer Switch (ATS) to power the bus chargers. The selected consultant shall recommend appropriately sized equipment based on the Authority's current and future operational needs at the site.

Fort Bragg Site Objectives

- Design of electrification infrastructure for the following charger(s):
 - (1) ChargePoint CPE 250 62.5KW charger
 - (2) ChargePoint CPE 6000 19.2KW chargers
- Design to incorporate a generator and an Automatic Transfer Switch (ATS) to power the bus chargers. The selected consultant shall recommend the appropriately sized equipment based on the Authority's current and future operational needs at the site.

Programming Requirements

- The awarded Consultant's design at both locations must be fit for the intended use by the Authority.
- Meet and work with the Authority, interested parties, and all Authorities Having Jurisdiction (AHJ) to develop a coordinated design that addresses all elements outlined in this Scope of Services.
- To minimize the need for trenching and underground excavation, the Consultant's design shall include the installation of electrical conduits along the underside frames of the existing and new solar canopies. The Authority has an existing conduit running from the server room to the canopy. Future conduit installations along the solar canopies shall include data lines to ensure connectivity back to the server room.
- All conduits, cabling, and associated infrastructure connections and components must be comprehensively detailed in all project drawings. Consultant design shall include secondary electrical service wiring, charging wiring, communications fiber/copper wiring, and all other associated connections of chargers and dispensers.
- The Consultant design shall include a charger and dispenser configuration that enables BEBs to pull in and out independently without requiring backing up or repositioning other vehicles.
- The design at both locations should consider adequate lighting at bus charger areas, traffic flows, maintenance requirements, safety, and operational efficiency. To reduce electrical outages, minimize excavations, and minimize the impact on bus operations during future construction and deployments, the designs shall include future provisions for electrical supply conduits and capacity for future conversion to electric vehicles. The designs shall align with the Authority's objectives.
- The Consultant's design must ensure that all charger installations fully comply with ChargePoint specifications to maintain the product warranty.
- The awarded Consultant shall coordinate their design efforts with Pacific Gas & Electric (PG&E) for bus electrification at the Ukiah and Fort Bragg sites, including but not limited to service drops, transformers, and other equipment required by PG&E. MTA has completed a PG&E electric service application and an initial site review. PG&E Engineering has approved the service and is ready to move forward. The awarded Consultant shall also coordinate with all other authorities having jurisdiction over the project as deemed necessary by the Authority.
- Construction specifications and cost estimates for the Project shall use the latest CSI MasterFormat.

Project Schedule:

- The Consultant's design shall commence upon contract execution. The Authority's goal is for the design for both locations to be completed within four months, excluding time for permitting with the City of Ukiah, City of Fort Bragg, and all other AHJ.
- The Authority's goal is for construction to begin during Q4 2025. The Proposer shall consider the estimated construction start date when providing a proposed design schedule for the Authority's review and consideration. The awarded proposer must provide an updated design schedule and conduct the project kickoff meeting not later than seven calendar days after contract execution.
- The Consultant must provide and update, as requested by the Authority, a detailed schedule with a week-by-week breakdown to support this Scope of Services. The schedule must outline:
 - The tasks that will be completed each week
 - The estimated number of project hours to be used each week
 - The project team members assigned to these hours
 - All project milestones

Project Management:

- Project Management includes overall management of the Consultant's project team, including contract administration, budget and schedule control, meetings, quality control, and subcontract administration. The Consultant shall lead the coordination of planning and engineering design development activities with all stakeholders.
- The Consultant shall provide timely and accurate reports, schedules, and data to Authority staff over the Project lifecycle for administrative controls, weekly/bi-weekly meetings, progress reports, design reviews, and schedules.
- The Engineering plans, specifications, estimates, calculations, and related reports shall be prepared under the responsible charge of the appropriate Registered Engineers(s) (e.g., civil, electrical) and Architect(s).

BEB Charging Infrastructure:

- The charging infrastructure is intended to charge all battery electric vehicles at each site simultaneously.
- The Consultant's design shall anticipate using ground-level plug-in battery electric bus (BEB) chargers at both sites.
- The Authority has already purchased all ChargePoint chargers for this project.

Consultant Design Assumptions and Considerations:

- The Consultant's design must consider the continuous operation of the existing fleet and activities at both sites throughout the construction phase.
- The Consultant's design must comply with all Americans with Disabilities Act (ADA) requirements.
- Each site may feature a mixed fleet of vehicles, including diesel, gasoline, hybrid, and BEBs. The design for both locations should consider the necessary equipment and vehicle storage requirements for each type of vehicle stored at the site.
- The Authority is considering adding extra panels to the existing solar canopy, contingent upon the selected Consultant providing estimated costs and outlining the necessary modifications.
- The new canopy structure, designed by the Consultant, will initially serve as storage for cutaway and non-revenue vehicles. The Consultant shall ensure that the canopy's aesthetic design and future intended use align with the MTA's preferences and vision.
- The Authority has not yet purchased any generators or automatic transfer switches. The Consultant must recommend equipment that meets the Authority's current and future operational needs. Additionally, the Consultant must consider the optimal generator placement and ATS placement at both sites.
- Consider the incoming electrical power supply switchgear and distribution for both locations.
- At both locations, consider vehicle path-of-travel, including vehicles receiving and delivering fuel. This includes the path of travel necessary for existing on-site operations. It also includes life-safety first responder vehicles when requested by or required by the local AHJ and applicable codes and standards.
- Consider prescriptive or performance-based compliance with setbacks and proximity concerns outlined by applicable codes and standards.
- Consider the new parking lot striping and signage required to ensure personnel safety, electrical equipment, charging stations, and buses. Additionally, evaluate the need for bollards or other protective design elements to safeguard chargers, electrical cabinets, and other critical equipment.
- The Authority will provide the Consultant with any requested information it has in its possession; however, the Consultant is solely responsible for obtaining all necessary information required to obtain permitted designs at the Ukiah and Fort Bragg locations. This information may include, but is not limited to, all site investigations, studies, reports, utility location data (both above and below grade), and surveys needed to fulfill this Scope of Services.
- The Consultant awarded under this RFQ is not expected to perform construction management services.

Consultant Tasks:

- Task 1—Concept/Schematic Design Phase (Approximately 30%)—The consultant shall commence with and submit Concept/Schematic Design Phase deliverable documents to the Authority for their review and consideration. The consultant shall also compile and submit a Projected Preliminary Construction Cost Estimate based on these documents to the Authority for review and consideration.
- Task 2 – Design Development Phase (Approximately 60%) – Upon the Authority’s approval of the Schematic Design Phase deliverable documents, the awarded proposer shall incorporate initial value engineering suggestions and proceed with and submit Design Development Phase deliverable documents to the Authority for their review and consideration. The awarded proposer shall also compile and resubmit a Revised Projected Construction Cost Estimate based on Design Development Phase deliverable documents to the Authority for their review and consideration.
- Task 3 – Construction Document Phase (Approximately 90%) – Upon the Authority’s approval of the Design Development Phase deliverable documents, the awarded proposer shall incorporate updated value engineering suggestions and proceed with and submit Construction Document Phase deliverable documents to the Authority for review and consideration. The awarded proposer shall also resubmit a Revised Projected Construction Cost Estimate based on Construction Documents Phase deliverable documents to the City for their review and consideration.
- Task 4 – Bid Procurement Phase – Upon the Authority’s approval of the Construction Document Phase deliverable documents, the awarded proposer shall incorporate final updated value engineering suggestions provided by the Authority, proceed with and submit Construction Documents to the appropriate permitting authorities for both sites for their review and consideration. After the awarded proposer obtains the issuance of permits to begin construction at both sites from the appropriate permitting authorities, the awarded proposer shall provide technical support to the Authority throughout the Bid Phase by responding to Bidder RFI’s/Request for Clarifications, assisting the Authority to conduct Bid Leveling evaluation, and other technical support tasks as needed. The awarded proposer shall review and approve construction material submittals.
- Task 5 – Construction Phase – Upon the Authority’s award of the construction contract to a general contractor, the awarded proposer shall provide technical support as required during the Construction Phase, including but not limited to providing RFI and Submittals reviews/responses, responding to requests for design information, approval of equipment substitutions, interpretations of technical standards and measurements, review of progress payments, participating in conducting a final inspection, and other support as required. These services shall be considered supplemental to the Authority’s inspection services for the project.

Engineering Services:

While it is believed that the project requirements outlined in this Request for Qualifications are logical and include all elements essential for a comprehensive project evaluation, those submitting proposals are advised to include any subject or procedure they believe may have been overlooked. They may also note any required items they think may have been overlooked. They may also note required items they believe to be excessive or extraneous. The proposal should note the cost of such items to be added or deleted separately. Similarly, any additional expenses expended to complete the project shall be identified and listed separately in the cost proposal.

Sub-Consultants - (if any):

The proposal must include a list of all sub-consultants working under this contract. Provide details about the experience of each sub-consultant. Also, disclose if the sub-consultant is a subsidiary or connected to the awarded proposer.

Consultant Deliverables:

- 1) The awarded proposers' design for the equipment and infrastructure for both sites shall be developed in consultation with the Authority and considering the Authority's current and future operational needs. Upon design approval, the awarded proposer shall ensure that plans developed in coordination with PG&E and ChargePoint provide sufficient detail for general contractor installation and construction of the equipment and infrastructure. The awarded proposer will provide all technical specifications for incorporation in the complete bid package for all equipment and infrastructure.
- 2) Upon the Authority's approval of the final design, the awarded proposer shall coordinate and submit all required project documents to the permitting authorities for review and approval, respond to all plan check comments, and obtain final approval of the plans and specifications with "Ready to Issue" permits. All plans developed shall be in accordance with all federal, state, and local permit requirements and construction standards. The awarded proposer is responsible for obtaining the permits required in anticipation of construction.
- 3) All drawings and technical specifications are to be signed/stamped by the Consultants Architect and Engineers of Record.

Upon completion of construction and final project approval, the Consultant shall provide the Authority with signed and stamped record drawings in formats approved by the Authority. These record drawings shall document the exact specifications, dimensions, and details of the construction project after completion, capturing any changes made during construction, including modifications, substitutions, and adjustments.

Project Guarantee:

The awarded proposer shall diligently address all site-specific construction challenges during this project's investigation and mitigation stages. The final approved and permitted design will be understood to be the best, most efficient design available to the Authority. All plans are subject to review and approval by the Authority and all other governing bodies required under local, state, and federal law. Concerning the project's constructability, the Authority relies on the awarded proposer's in-house Quality Control and Quality Assurance to ensure the integrity of the design product. As the Design Engineer of Record, the awarded proposer will have sole responsibility for its design product and step in, resolve, mitigate, and correct any unexpected problems that may arise during construction as the result of any inaccurate design assumptions, errors, or omissions, and shall do so at no additional charge to the Authority. The Authority will approve exceptions to this policy.

PROJECT SITE PHOTOS

Ukiah Site

The photographs included herein are provided for reference only and should not be relied upon for accurate information by any Proposer.

Figure 1



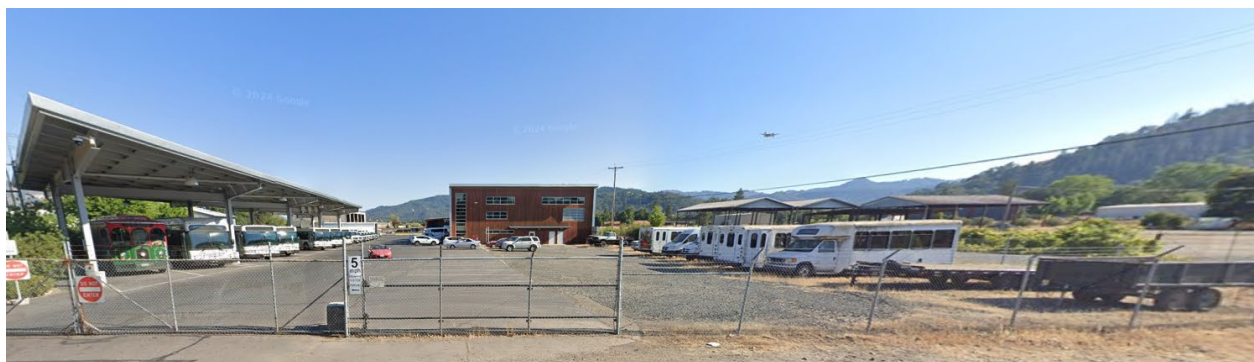
Ariel view of the Ukiah site located at 241 Plant Rd. Ukiah CA, 95482.

Figure 2



Ariel view of the Ukiah site's existing Solar PV Canopy.

Figure 3

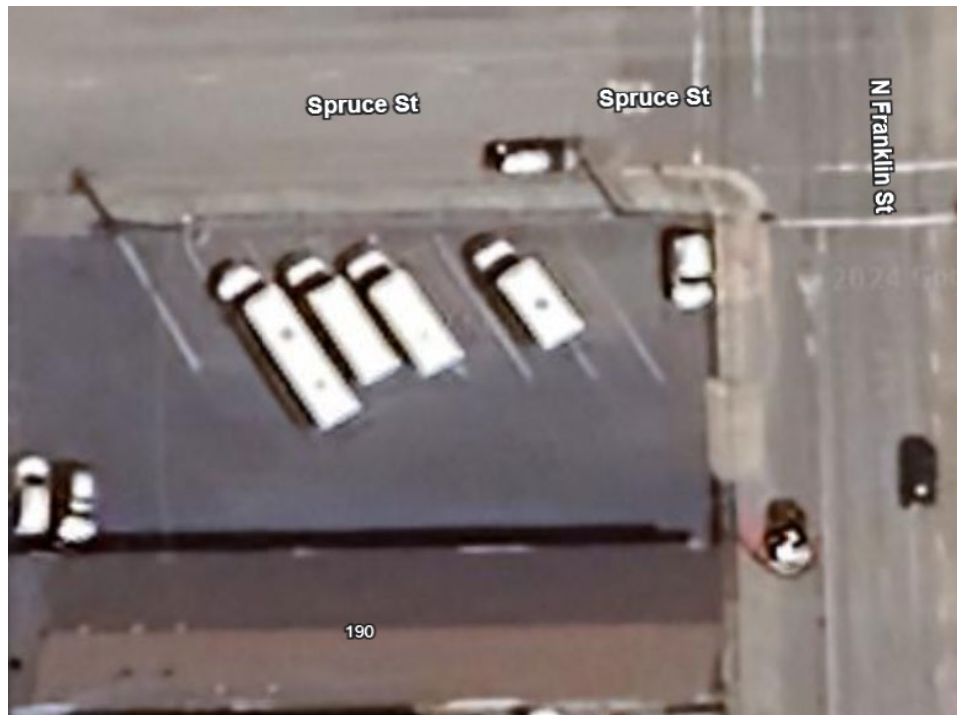


Street view from Plant Road of the Ukiah site.

Fort Bragg Site

The photograph included herein is provided for reference only and should not be relied upon for accurate information by any Proposer.

Figure 4



Ariel view of the Fort Bragg site at 190 E Spruce St., Fort Bragg, CA, 95437.

Figure 5



Street view from North Franklin St. of the Fort Bragg site.

C. PROPOSER MINIMUM QUALIFICATIONS

To be considered responsive to the RFQ, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

1. The performance specifications and plans shall be prepared by a design professional (architect and engineer) duly licensed and registered in California.
2. The firm has not defaulted on a contract within the past three (3) years, declared bankruptcy, been placed in receivership, or been denied credit within the past three (3) years.
3. The firm has not been assessed any penalties for non-compliance with federal, state, local, city, or county labor laws and/or regulations within the past three (3) years.
4. The firm is currently not under investigation for any charge or claim of noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws and apprenticeship laws.
5. The firm must have at least 3 years' experience and a demonstrated track record of quality work, knowledge, skills, and abilities in A&E services for infrastructure upgrades, preferably in an environment of comparable size and scope as defined in this solicitation.
6. Licensed to do business in the State of California.

D. PROPOSAL FORMAT AND CONTENTS

All interested firms must submit the following information in the format described below to be considered responsive to the Authority's Request for Proposals. Incomplete proposals or proposals that do not follow the instructions may be regarded as non-responsive and rejected.

D.1. Technical Proposal Format

Proposals should be prepared as follows:

- Viewable, searchable, printable, and downloadable PDF.
- Page size 8.5" x 11" or 11" x 17" as necessary for plans, charts, and tables.
- Margins no less than one inch, excluding headers and footers.
- Table of contents, with pages and exhibits numbered in an organized manner.

Proposing Companies are urged to present their proposals thoroughly. Please note that glossy material, company promotional material, and additional excessive information unrelated to the requested information are not necessary and are discouraged.

To facilitate the review process, statements shall be arranged in the order listed below.

D.2. Technical Proposal Contents

1. COVER LETTER

A cover letter highlighting the prime consulting firm's qualifications and indicating:

- i. The name, title, address, and telephone number of the contact person during the proposal evaluation period.
- ii. identification of the Proposing Company, including name, address, and telephone. The primary locations (office) from where the work will be performed,
- iii. whether the prime consultant is a single entity, partnership, or corporation, and
- iv. whether the proposing team is a joint venture or other legal entity recognized in the State of California,
- v. a statement that the proposal shall remain valid for not less than 120 days from the submittal date.
- vi. Acknowledgment of receipt of all RFQ addenda, if any.

The cover letter shall be signed in ink by an officer or employee with the authority to bind the company by his/her signature. Signatures by anyone other than the president, vice president, or general partner should have accompanying documentation that the individual is empowered to bind the company or partnership.

2. EXECUTIVE SUMMARY

The Proposing Company shall state its understanding of the overall project objectives and the skill levels required to accomplish them successfully. Key points of the proposal should be summarized, including primary tasks or events, the approach to be employed, any innovative techniques or solutions, insights, resources, requirements, etc.

This summary shall also state whether the proposal does or does not fully comply with the requirements defined in this RFQ, noting any exceptions, and shall be signed by an authorized company representative.

3. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES OF THE PROPOSING COMPANY

This section of the proposal should establish the Proposing Company's ability to satisfactorily perform the required work based on its experience in performing work of a similar nature, demonstrated competence in the services to be provided, strength and stability of the firm, staffing capability, workload, record of meeting schedules on similar projects, and supportive client references.

The Proposing Company shall:

- i. Provide a brief profile of the firm, including the types of services offered, the year founded, the form of the organization (corporation, partnership, sole proprietorship) number, the size and location of offices, and the number of

employees.

- ii. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede The Proposing Company's ability to complete the project.
- iii. Describe the firm's experience performing work similar to that solicited in this RFQ and highlight the participation of the key personnel proposed for assignment to this project. The Authority is particularly interested in selecting a Proposer with a thorough understanding and extensive experience with transit facilities, battery electric bus charging station design, solar photovoltaic canopy design, and the Scope of Services outlined herein. Describe experience in similar projects, particularly in the transit and public sector environments. Any value-added services should be included here. The Proposing Company must demonstrate to the satisfaction of the Authority that it has sufficient resources, capabilities, and experience to meet the business needs as stated in this document. The Proposing Company shall identify its involvement with other clients for past and present projects. The Proposing Company shall state the client's name and references (See section v. below) for similar projects, particularly those conducted for public transit and the public sector. Be specific concerning past and current assignments, elaborating on those projects of comparable type, magnitude, and complexity. The Proposing Company's involvement and responsibility should be defined for each project.
- iv. Identify any proposed sub-consultants by company name, address, contact person, telephone number, and project function.
- v. Provide at least three references within the last three years from previous or current clients with a similar scope of services as outlined in this RFQ. Furnish the name, title, address, email address, and telephone number of the person(s) at the client organization who are most knowledgeable about the work performed. Proposers must also submit Attachment 2(e), References.

4. PROPOSED STAFFING AND PROJECT ORGANIZATION

This section of the proposal should establish the method that the Proposing Company will use to manage the project and identify Key Personnel assigned. The Proposing Company shall:

- i. Include the name and roles of the Proposing Company's Project Manager and other key managerial and technical personnel to be assigned to the project in the specified tasks and include significant areas of any subcontract work.
- ii. Include a statement certifying that the Key Personnel will be available to the extent proposed for the project's duration in the manner prescribed, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.
- iii. Include a statement signed by a duly authorized officer of the Proposing Company to the effect that all personnel offered in the proposal are either employed full-time or contractually obligated to the firm and available for the project's duration at the person-hour level shown.

5. RESUMES

Each technical proposal shall include a resume of not more than two pages for each key staff member, including the Project Manager, task and discipline leaders, and key specialists. Resumes will include job titles, years of experience, education, professional registrations/licenses, specific prior assignments with the client's name, specific project roles and responsibilities, and start and end dates for each assignment.

6. WORK PLAN

The Proposing Company shall provide a narrative that addresses the Technical Specifications and shows its understanding of the Authority's needs and requirements.

The Proposing Company shall:

- i. Describe the approach to completing the tasks specified in the Scope of Services.
- ii. Outline sequentially the activities that would be undertaken to complete the tasks and specify who would perform them.
- iii. Furnish a detailed schedule with key project milestones for completing the tasks in terms of elapsed weeks from the project commencement date.
- iv. Identify methods that the Proposing Company will use to ensure quality control and budget and schedule control for the project.

The Proposing Company may also propose procedural or technical enhancements/innovations to the general requirements and Scope of Services that do not materially deviate from the project's objectives or required content.

7. EXCEPTIONS/DEVIATIONS

State any exceptions to or deviations from the requirements of this RFQ, separating "technical" exceptions from "contractual" exceptions. Where the Proposing Company wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, thorough explanations are required. At its sole discretion, MTA may modify or reject any exception or proposed change. The exceptions will be considered when evaluating the section most applicable to the exception listed.

If no exceptions are requested or identified during the Q&A phase, the Proposer(s) will be deemed to have accepted all requirements, including contractual terms and conditions, as outlined in the solicitation. Exceptions may not be considered after this phase of the solicitation.

D.3. Cost Proposal Content and Format

1. The Cost Proposal **must be** submitted in a **separately sealed** envelope from the Technical Proposal. Refer to Section I Instruction for Submitting Proposal for additional information.
2. As part of the Cost and Price Proposal, the Proposing Company shall submit

proposed pricing for each task described in the Scope of Work. **Proposers must utilize the form provided in Appendix A (Cost Proposal Form).**

3. The proposal must include firm prices in U.S. dollars that are understandable and without ambiguity. The Cost Proposal shall describe the hourly rate for all employees assigned to this contract and all work costs, including costs associated with the administrative and risk responsibilities assigned to the Proposal.
4. The Proposing Company shall only be reimbursed for indirect rates that comply with Federal Acquisition Regulations (FAR) Part 31.2. The Authority will accept approved rates by the Defense Contract Audit Agency (DCAA) or another authorized governmental entity. The proposed indirect rates will be subject to audit before a notice of proceeding with the work contemplated in the Agreement. In the alternative, the Authority reserves the right to audit the proposed rates and make an appropriate adjustment to the prior billings at any time before the final payment of the Proposer.

The Proposing Company shall complete the Cost Proposal Form (Appendix A), included with this RFQ, and furnish any narrative required to explain the prices proposed.

E. PROPOSAL EVALUATION CRITERIA AND CONSULTANT SELECTION

An evaluation committee, in accordance with the criteria established, will evaluate all proposals received as specified. Based on that evaluation, the Authority may select finalists for possible interviews and discussions related to the submitted Proposal. Proposing companies should be aware, however, that an award may be made without interviews or further discussion. Once the evaluation process is complete, the Authority will negotiate with the highest-ranked Proposer. Negotiation proceeds with the next highest-ranked Firm's Cost Proposal if an agreement cannot be reached.

SCORING SCHEDULE

	Evaluation Criteria	Point Allocation
A	Proposer Experience with Similar Projects	30 points
B	Key Personnel Qualifications and Project Organization	30 points
C	Technical Solutions/Work Plan	25 points
D	References	15 points
	Total Possible:	100 points
	<i>*Local Preference</i>	<i>5 points</i>

EVALUATION CRITERIA

An award will be made to the highest ranked Proposer who is most qualified and offers the Authority a fair and reasonable price. Proposals will be evaluated in accordance with the following criteria:

1. **Proposer Experience with Similar Projects:**
In evaluating a Proposer's experience with similar projects, a favorable Proposer shall demonstrate extensive experience with projects of similar scope and size of service as outlined in the Scope of Services, strength, and stability of the firm, staffing capability, workload, and a record of meeting schedule requirements on similar projects. Additionally, favorable Proposers will have a variety of experience performing similar public works projects with public, government, and transit agencies. Proposers with a deep understanding of federal, state, and local laws will be considered more favorably, including firms with experience in design-bid-build project delivery methods.
2. **Key Personnel Qualifications and Project Organization:**
The key personnel of the favorable proposer will possess an appropriate level or combination of education, certifications, licensing, experience, and background for the project. Key personnel with expertise in transit design projects similar to the Scope of Services will be evaluated more favorably. Additionally, favorable Proposers will indicate the adequacy of labor resources, thoroughly explain project organization and control measures, including the proposed quality assurance plan, and include the names and roles of key managerial and technical personnel to be assigned to the Project in the specified tasks and include significant areas of any subcontract work.
3. **Technical Solutions/Proposer Work Plan:**
A favorable Proposer will demonstrate a clear understanding of the scope of services as evidenced by a complete work plan that describes the Proposer's approach and fulfills all requirements outlined in the Scope of Services. Furthermore, a favorable Proposer will clearly explain sequentially the activities that would be undertaken in completing the tasks and specify who would perform them. Likewise, a detailed week-by-week work schedule representing all major Project milestones for completing the tasks in terms of elapsed weeks from the Project commencement date will be provided. Also, the favorable Proposer will identify methods that will be utilized to ensure quality control as well as budget and schedule control for the Project.

High-quality, creative, tactful, and complete Proposals showing the Proposer's understanding of

the Project and willingness to comply with standard Agreement requirements will be evaluated more favorably. If the Proposer believes that additional activities/tasks beyond what is identified in the RFQ are necessary to achieve the Project goals successfully, the Proposer shall identify these activities/tasks in their Proposal. Not all required tasks may be listed in the Scope of Services, and the Authority will rely on the expertise and experience of a well-qualified firm to identify additional tasks in its proposal to ensure successful project delivery.

4. References:

Proposers must provide at least three (3) references within the last five (5) years from previous or current clients with a similar scope of services as outlined in this RFQ. Proposers whose references are similar to the scope of services in this RFQ will be evaluated more favorably. The Authority reserves the right to consider references from other sources available to the Authority.

****Local Preference:***

To promote the County's economic health, the Mendocino Transit Authority has established a local vendor preference for professional services of 5% (equivalent to 5 points for this RFQ). A Local Vendor is defined as:

1. Conducting business in an office with a physical location within the County of Mendocino and
2. Holding a valid business license issued by the County of Mendocino or any City within the County.

The Executive Director is authorized to uphold or deny Local Vendor status if it is challenged or considered a subterfuge. Local Vendors must claim local vendor preference when submitting proposals or qualifications and submit a copy of their **business license**.

Proposer Responsiveness:

The Authority will perform a preliminary evaluation to determine whether each Proposal is responsive to this RFQ immediately after receiving the Proposal Documents. The Authority may exclude any non-responsive Proposal from further consideration. A responsive Proposal conforms to the RFQ documents in all material respects.

AWARD

- A. Award will be made to the highest ranked Proposer offering a price determined to be fair and reasonable.
- B. The Authority reserves the right to withdraw this request without prior notice. Furthermore, the Authority makes no representations that an Agreement will be awarded to any Proposing Company responding to this invitation. The Authority expressly reserves the right to accept or reject any Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals received without indicating any reasons for such actions.
- C. The Authority reserves the right to award its total requirements to one Proposing Company or to apportion those requirements among several Proposing Companies as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted. Therefore, the Proposal submitted should contain the Proposing Company's most favorable terms and conditions since the selection and award may be made without discussion.
- D. The Authority reserves the right to make an award within one hundred twenty (120) calendar days from the date Proposals are opened. Should the award in whole or in part be delayed beyond one hundred twenty (120) days, such award shall be conditioned upon the successful Proposing Company's acceptance.
- E. Prior to the contract award, the selected firm may be required to submit to a pre-award audit of its financial records to confirm claims of financial stability and ascertain the capacity of the Firm's accounting system for administering the Project.

III. AUTHORITY POLICY REQUIREMENTS AND ADDITIONAL PROVISIONS

A. PREVAILING WAGES

1. Prevailing Wages

The Authority directs the attention of Proposers to the requirements to pay prevailing wages for certain types of work, pursuant to California Labor Code, Section 1720, et seq. Section 1720, subd. (a)(1) provides that the term "public works" means:

Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work.

To the extent that the scope of services delivered under the contract includes work falling within the Labor Code definition of "public works," the Proposer will be required to comply with all Authority requirements concerning workers who perform such work. The Consultant's sole responsibility is to comply with the DIR for the duration of the project. Proposers, subcontractors, or sub-consultants performing any portion of the work that falls under the "public works" definition must be registered with the DIR pursuant to DIR requirements at the time of contract award.

B. ADDITIONAL PROVISIONS FOR MENDOCINO TRANSIT AUTHORITY RFPS/RFQS

The following provisions apply to this RFP/RFQ:

1. Ownership of Proposal

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of the Authority unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent claims any copyright, patent, or other intellectual property right in any portion of its Proposal, submission of a Proposal constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive, royalty-free license to the Authority for all such portions, and (b) agreement that the Authority may use any such intellectual property without charge for any lawful purpose in connection with other Authority development projects, including without limitation the creation of derivative works and issuance of sublicenses.

2. Public Records Act

Per the Public Records Act (Gov. Code 6250 *et seq.*), the Authority will make available to the public the submitted proposals and all written questions submitted during the Request for Proposal process. However, such disclosure shall not be made before the date the Authority publishes a final Board agenda report recommending the award of the contract. Except as law requires, the Authority will not disclose trade secrets or proprietary financial information submitted in response to the Request for Proposal. Any trade secrets or proprietary financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be identified as such. The Authority reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law without any restriction.

3. Indemnification

If Respondent is selected to receive a contract, it will be required to agree to the provisions pertaining to indemnification contained in Attachment 1, Sample Services Agreement, Appendix E (Indemnification).

4. Reimbursable Expenses

All expenses incidental to performing the Consultant's Services including, but not limited to, reproduction of documents and other materials associated with the Consultant's deliverables and presentation materials; reproduction of construction contractor's submittals; reproduction of Design Completion Consultants' submittals; transportation and subsistence; telephone, computer, facsimile, or other similar costs; and the like, shall be included within the proposed Contract Price.

5. Authority's Right to Modify

Proposers are advised that the Authority has not incurred any obligations or duties in soliciting this Request for Proposals. The Authority reserves the right to reject any or all proposals submitted in response to this RFQ; to request additional information or clarification of information submitted; to cancel or modify, in part or its entirety, this RFQ; to request new RFQs or pursue any other means for obtaining the desired services; to waive any informalities or minor irregularities in the Proposals, and other inconsequential deviations from the RFQ's requirements. The Authority retains the right to award this project in part or total to the consultant(s) of its choice and to decide to undertake the project or terminate it at any time.

6. Conflicts of Interest

By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Respondent represents that its Proposal has completely disclosed to Authority all facts bearing upon any possible interests, direct or indirect, which Respondent believes any member of Authority, or other officer, agent or employee of Authority or any department presently has, or will have, in this Agreement, or the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for rejection of the proposals or termination of any Agreement by Authority for cause. Respondent agrees that if it enters into a contract with the Authority, it will comply with all applicable conflict of interest codes adopted by the Mendocino Transit Authority and their reporting requirements.

Respondent should note that if selected, it will be required to execute a contract containing additional provisions pertaining to conflicts of interest. See Attachment 1, Sample Professional Services Agreement, "Compliance with Laws."

7. Term of Proposal

Submission of a proposal signifies that the proposed services and quoted prices (if any) are valid for one hundred twenty (120) calendar days from the proposal due date and that any quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

8. Revision of Proposal

A firm that has submitted a proposal before the proposal submittal deadline may revise its proposal on the firm's initiative at any time before said deadline. The revised proposal must be submitted in the same manner as the original and must be received on or before the proposal submittal deadline.

9. Errors and Omissions in Proposal

Failure by the Authority to object to an error, omission, or deviation in the proposal will in no way modify the RFQ or excuse the firm from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

10. Acceptance of Contract

The successful Proposing Company will be required to accept a written contract in accordance with, and including as a part thereof, the published notice of Request for Qualifications and Proposals, the requirements and conditions and specifications, with no exceptions other than those specifically listed in the written contract.

11. Disqualification of Proposing Companies

If any Proposing Company acting as a Prime Consultant has an interest in more than one (1) Proposal, all such Proposals will be rejected, and the Proposing Company will be disqualified. This restriction does not apply to sub-consultants who may submit Proposals to more than one Proposing Company. No Proposal will be accepted from a Proposing Company that has not been licensed in accordance with the provisions of the California State Business and Professions Code.

12. Discrepancies and Misunderstandings

Proposing Companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Services, and any other means they may believe necessary as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall, at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided shall be called to the attention of the Authority and clarified before the submission of Proposals.

13. Protest Procedures

- 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 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 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 submitted by a party that is not an interested party or 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 Protest Procedures, the following definitions apply.
 - 1. Bid includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB). For these specific procedures only, the term bid includes any proposal or revised proposal submitted by an offeror in response to a Request for Proposals (RFP).
 - 2. Contract means that document to be entered into between MTA and the successful bidder and offeror. It may include a separate written contract document or a Purchase Order.
 - 3. Days refers to normal business days of MTA staff offices.
 - 4. 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. Only firms that submitted a bid or proposal may protest a proposed contract award. (Interested parties do not include subcontractors or suppliers of an actual or prospective offeror, or joint venturers acting independently of a joint venture.)

5. Protest is a written objection or complaint filed by an interested party to the terms, conditions, or form of a proposed solicitation document or actual award of a contract.
 6. Solicitation means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of formal procurement 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 and its relationship to the procurement in sufficient detail to establish that the protest is being filed by an interested party
 - 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
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. Pre-Award Protest – This refers to any bid protest alleging improprieties in a

solicitation process or in solicitation documents. This category does not include rolling stock being procured under the provisions of PCC § 20217.

- a. Such protest must be filed no later than five (5) days prior to the scheduled bid opening or deadline for submittal for 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, allegations of restrictive or exclusionary specifications or conditions.
 - The date for receipt of bids or proposals may be extended to accommodate the resolution of the protest. In such cases, the list of plan holders (Offerors) for the solicitation should be informed of the protest. An addendum to the IFB or RFP shall be issued to extend the date for receipt of bids or proposals.
2. Post-Award Protest – Refers to 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. This category does not include rolling stock being procured under the provisions of PCC § 20217.
 - 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 protester 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. 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 of 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.

Any protest not conforming to the foregoing shall be rejected by the Authority without recourse.

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ATTACHMENT 1 SAMPLE SERVICES AGREEMENT

Proposer shall review the attached sample Services Agreement. To the extent that the Proposer takes exception to any part of the Services Agreement, the Proposer must submit a request for modification as part of the Proposer Question process, specifically identifying the objectionable section and including any of the Proposer's proposed amendments to the Services Agreement. The Authority's response to any such proposed modifications shall be provided to all potential competitors.

SAMPLE SERVICES AGREEMENT

("Agreement")

Between

The Mendocino Transit Authority

And

("Consultant")

Design Services for Bus Charging Infrastructure

Contract No.

(Reference Date)

THIS SERVICES AGREEMENT ("Agreement") is entered into between the Mendocino Transit Authority and XYZ corporation (each a "Party" and collectively referred to as the "Parties"), who agree as follows. All Appendices described herein are attached and made part of this Agreement.

1. Parties

- 1.1 **Consultant.** The XYZ corporation, a _____ company having its primary offices at 123 Main Street, Anytown, State 11111, is designated herein as the Consultant.
- 1.2 **Authority.** The Mendocino Transit Authority is a public agency established in 1976 under a joint powers agency agreement between, the County of Mendocino, the City of Fort Bragg, the City of Point Arena, the City of Ukiah and the City of Willits and is designated herein as the Authority.
- 1.3 **No Employment Relationship.** Consultant and its employees, sub-consultants, and agents shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services and fully liable for the acts and omissions of such employees, sub-consultants, and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture, or partnership relationship between the Authority and Consultant or its employees, sub-consultants, and agents, and no such relationship shall be implied from the performance of this Agreement. References in this Agreement to direction from the Authority shall be construed as providing for direction as to policy and the result of services only and not as to means and methods by which such a result is obtained.
- 1.4 **No Authority Equipment or Accounts.** Unless otherwise authorized by the Project Manager in writing, the Consultant shall not be entitled to use any Authority equipment or accounts, including, without limitation, email addresses, phone numbers, login credentials, dedicated workspaces, and vehicles.
- 1.5 **Compliance with Retirement Laws; CalPERS Notice of Exclusion.** Consultant acknowledges that the Authority participates in the California Public Employees' Retirement System ("CalPERS") and complies with all laws governing work by retirees from CalPERS, including the California Public Employees' Retirement Law (Gov. Code § 20000 *et seq.*) and the California Public Employees' Pension Reform Act (collectively, the "Retirement Laws"). The consultant acknowledges that the Retirement Laws restrict the Authority's use of CalPERS members and retirees. Upon the Authority's request, the Consultant shall submit a completed CalPERS Notice of Exclusion for certain or all persons providing Services.

2. Term

- 2.1 **Term.** The term of this Agreement ("Term") is described in the Scope of Services. Unless otherwise provided in this Agreement, this Agreement shall be effective during the Term, provided it has been signed by the Parties and approved as to form and legality by the Authority Attorney.
- 2.2 **Suspension and Early Termination.**
 - 2.2.1 **Suspension.** The Authority may (in writing and without cause) direct the Consultant to suspend, delay, or interrupt the Services, in whole or in part, for such periods of time as the Authority may determine in its sole discretion. Such suspension of Services shall be treated as an excusable delay.
 - 2.2.2 **Authority Termination for Cause.** The Authority may terminate this Agreement in whole or from time to time in part for cause. See **Appendix D, Termination.**

- 2.2.3 **Authority Termination for Convenience.** The Authority may terminate this Agreement in whole or from time to time in part for convenience as the Authority may determine in its sole and reasonable discretion. See **Appendix D, Termination.**

3. Services

- 3.1 **Scope of Services.** Consultant shall perform all services described in the Scope of Services. All Services, whenever performed, shall be deemed performed under this Agreement.
- 3.2 **Standard of Performance.** Consultant represents that it possesses all necessary training, licenses, permits, and approvals to perform the scope of services, and that its performance of the scope of services will conform to the standard of practice of a person (or persons) specializing in performing professional services of a like nature and complexity to the scope of services in California.
- 3.3 **Subconsultants.** Consultant shall perform the scope of services using any persons and sub-consultants listed in the contract. Consultant shall hire only qualified persons or firms who are experienced in performing work of a like nature and complexity as the scope of services and who agree to be bound to the terms of the Agreement to the extent of the scope of services. Consultant may substitute personnel or sub-consultants only upon the Project Manager's prior written consent, which may be withheld or delayed in the Authority's sole discretion. When using any person who has retired from a CalPERS agency, the Consultant and any sub-consultants shall comply with all laws and regulations applicable to CalPERS.
- 3.4 **Ownership of Non-Software Work Product.** This section only applies to NON-SOFTWARE work products. Any interest (including copyright interests) of Consultant or its subcontractors or sub-consultants in studies, reports, memoranda, computational sheets, drawings, plans, or any other documents (including electronic media) prepared by Consultant or its subcontractors or sub-consultants in connection with the scope of services (but not including any Software, unless otherwise provided in this Agreement), shall become the property of the Authority. To the fullest extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire, and all copyrights in such works shall be the Authority's property. With the Authority's prior written approval, the Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

4. Payment

- 4.1 **Payment Terms.** Consultant shall perform the scope of services for compensation only set forth in **Appendix A.** All compensation paid to the Consultant on account of the scope of services performed shall be deemed payments under this Agreement.
- 4.2 **Fee.** The Authority's payment to the Consultant will be based upon the Consultant's Fee Schedule, which is attached as "Appendix A" to this Agreement and is incorporated into it by this reference. Except as itemized in the Fee Schedule, the Consultant shall pay for all expenses, including reimbursable or out-of-pocket expenses, that the Consultant incurs in performing the scope of services. The Fee Schedule will remain in effect for the Agreement's term. The Authority shall pay monthly for the services that the Consultant performs in accordance with this Agreement at the hourly rate(s) specified in "Appendix A," the TOTAL amount of which is not to exceed _____ dollars (\$_____).

- 4.3 **Taxes.** Consultant shall, without additional compensation, pay all applicable taxes (including California sales and use taxes and applicable business taxes), deficiency, interest, or penalty levied upon or asserted with respect to this Agreement, the scope of services performed thereunder, or the goods delivered hereunder, regardless of which Party has liability for such payment under applicable law. Consultant shall collect, report, and pay all applicable California sales and use taxes and shall, in accordance with California Revenue and Taxation Code Section 6203, issue the Authority a receipt relieving the Authority of all liability for any tax relating to this Agreement. Consultant shall comply with all applicable administrative regulations relating to the assumption of liability for the payment of payroll taxes and contributions under this Section and shall provide all necessary information with respect thereto to the proper authorities.
- 4.4 **Payment of Subconsultants.** Consultant is required to pay its subconsultants performing work related to this Agreement for satisfactory performance of that work no later than 7 days after the Consultant's receipt of payment for that work from the Authority. In addition, the Consultant is required to return any retainage payments to those sub-consultants within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

5. Insurance & Indemnification

- 5.1 **Insurance.** Consultant shall, at its own expense and during the Term, maintain in force the insurance in the types and amounts required by **Appendix C (Insurance Requirements)**.
- 5.2 **Indemnification.** Consultant shall comply with all provisions set forth in **Appendix E (Indemnification)**.

6. Compliance With Laws

- 6.1 **Compliance With All Laws.** Consultant shall comply with all laws, regulations, ordinances, rules, permits, or land use restrictions or limitations at any time applicable to the scope of services ("All Laws"), including those applicable to any public or governmental authority, regardless of whether All Laws are specifically stated in this Agreement or are in effect at the beginning of the Term. Consultant further represents that all plans, drawings, specifications, designs, and any other product of the scope of services will comply with All Laws, consistent with the standard of care in this Agreement.

Consultant's compliance with All Laws shall include, but not be limited to, compliance with the following to the fullest extent applicable:

- 6.1.1 Security requirements imposed by authorities with jurisdiction over the Services (such as the U.S. Department of Transportation, Transportation Security Administration, and the Federal Transit Administration), which may include providing information, work histories, and/or verifications requested by such authorities for security clearances or compliance.
- 6.1.2 If the Services are part of a "public works" or "maintenance" project, California Department of Industrial Relations ("DIR") requirements, which include compliance with California Labor Code Sections 1725.5 and 1771.1, Consultant and sub-consultant registration with DIR and licensing by the California Contractors State License Board, and compliance with all laws, regulations, and other requirements for public works of improvement.

6.2 **Non-Discrimination.** Consultant shall not discriminate against or harass any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, medical condition, known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. Consultant shall take affirmative action to ensure that applicants and employees are treated fairly with respect to all terms and conditions of employment, which include (without limitation) hiring, upgrading, recruitment, advertising, selection for training or apprenticeship, demotion, transfer, compensation, layoff, or termination. Consultant acknowledges it has reviewed, or had a full opportunity to review, the current version of the Authority's Discrimination Complaint Procedures/Unlawful Harassment Policy and Complaint Procedures, which provide an effective and expedited method of resolving employment discrimination allegations and prevent unlawful workplace harassment <https://mendocinotransit.org/title-vi-program/>.

6.3 **Conflicts of Interest.** Consultant shall comply with all applicable laws and regulations relating to conflicts of interest. Consultant represents that it is familiar with California Government Code Sections 1090 and 87100 et seq. and that it does not know of any facts that may constitute a violation of said sections.

Consultant represents that, to the best of its knowledge, it has disclosed to the Authority all facts bearing upon any possible interests, direct or indirect; Consultant believes that any employee, officer, or agent of the Authority presently has, or will have, in this Agreement, in the Services, or in any portion of the profits hereunder. Willful failure to make such disclosure, if any, shall constitute grounds for termination of this Agreement by the Authority for cause.

Consultant covenants that it shall never have any interest (direct or indirect) that would conflict in any manner with the performance of the scope of services under this specific Agreement, including an interest Consultant has (or may have in the future) with a person or entity that has an interest adverse or potentially adverse to the Authority with respect to this specific Agreement, as determined in the reasonable judgment of the Authority.

Provided that this Agreement or the performance thereof does not violate any applicable conflict of interest laws, nothing in this Section shall serve to prevent Consultant from providing services similar to the scope of services to other entities. The provisions of this Section shall survive the termination of this Agreement.

7. Confidentiality; Publicity

7.1 **Confidentiality.** Consultant acknowledges that, in the performance of the scope of services or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by the Authority, the disclosure of which to third parties may be damaging to the Authority. Consultant agrees that all information disclosed by the Authority to or discovered by Consultant shall be held in strict confidence and used only in the performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data and shall not accept employment adverse to the Authority's interests where such confidential information could be used adversely to the Authority's interests. Consultant shall notify the Authority immediately in writing if Consultant is requested to disclose any information made known to or discovered by Consultant during the performance of the scope of services. The provisions of this Section shall survive the termination of this Agreement.

- 7.2 **Publicity.** Any publicity or press releases with respect to the Project or Services shall be under the Authority's sole discretion and control. Consultant shall not, without the Authority's prior written consent, discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the media, or public bodies or representatives of public bodies. Consultant shall have the right, however, to include representations of the scope of services among Consultant's promotional and professional material and to communicate with persons or public bodies where necessary to perform the Services. The provisions of this Section shall survive the termination of this Agreement.

8. Audit and Inspection

- 8.1 See **Appendix D, Access to Records and Reports.**

9. Notices; Agent for Service of Process

- 9.1 **Notices.** The Authority's and Consultant's Notice Addresses are set forth in **Appendix C (Parties)**, unless otherwise amended in writing with notice to the other Party. All notices or other communications given or required to be given under this Agreement shall be effective only if given in writing to the Party's Notice Address and (a) sent by certified mail with return receipt requested, (b) sent by overnight delivery service, or (c) delivered personally. Any such notice shall be deemed to have been given: (x) five calendar days after the date it was sent by certified mail; (y) one business day after the date it was sent by overnight delivery service; or (z) on the date personal delivery was made. The Parties shall also endeavor to send courtesy copies of all notices and communications electronically.
- 9.2 **Agent for Service of Process.** Pursuant to California Code of Civil Procedure, Section 416.10, Consultant hereby designates an agent for service of process as identified in **Appendix C (Parties)**. Consultant may at any time designate a new agent for service in the State of California by providing written notice in compliance with this Agreement of the full name and address of its new agent. No attempt to revoke the agent's authority to receive service shall be valid unless the Authority has first received a duly executed designation of a new agent meeting the requirements of California law.

10. Disputes; Statutes of Limitation; Governing Law

- 10.1 **Dispute Resolution.** In the event of any dispute between the Parties under this Agreement, the Parties shall make their best efforts to meet and confer in good faith to resolve the dispute amicably. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement.
- 10.2 **Statutes of Limitation.** As between the Parties, any applicable statute of limitations for any act or failure to act shall commence to run on (a) the date of the Authority's issuance of the final Certificate for Payment or termination of this Agreement, or (b) termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 10.3 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to principles of conflict of law. Consultant hereby consents to the exclusive jurisdiction of the state courts in Mendocino County, California, and/or the United States District Court for the Northern District of California, and any actions arising out of or filed in connection with this Agreement shall be filed solely in such courts.

11. Interpretation

- 11.1 This Agreement is the product of negotiation and compromises by both parties. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Appendix B (Insurance Requirements).
- (3) Appendix D (Additional Provisions)
- (4) (Project Schedule).
- (5) Section II.B (Scope of Services).
- (6) Appendix A (Fee Schedule).
- (7) Request for Qualifications.
- (8) (Consultant Work Plan).

12. Miscellaneous

- 12.1 **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer rights or benefits on persons or entities not party to this Agreement.
- 12.2 **Time of the Essence.** Time is of the essence in the performance of this Agreement.
- 12.3 **No Waiver.** Any progress payments, approvals, inspections, reviews, oral statements, or certifications by any Authority representative or by any governmental entity with respect to this Agreement shall in no way limit the Consultant's obligations under this Agreement. Either Party's waiver of any breach, or the omission or failure of either Party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any Party is entitled, and shall not in any way affect, limit, modify, or waive that Party's right thereafter to enforce or compel strict compliance with every provision hereof.
- 12.4 **Covenant Against Contingent Fees.** Consultant warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Authority, at its option, may annul the Agreement or deduct from the contract price or otherwise recover from the Consultant the full amount of the contingent fee. The following definitions apply to this Section:
- 12.4.1 "bona fide agency" means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain the Authority contracts nor holds itself out as being able to obtain any Authority contract or contracts through improper influence.

- 12.4.2 "bona fide employee" means a person employed by Consultant and subject to Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain the Authority contracts nor holds itself out as being able to obtain any Authority contract or contracts through improper influence.
- 12.4.3 "contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing an Authority contract.
- 12.4.4 "improper influence" means any influence that induces or tends to induce an Authority Commissioner, employee, or officer to give consideration or to act regarding an Authority contract on any basis other than the merits of the matter.
- 12.5 **Warranty of Signatories.** Every person signing this Agreement on behalf of Consultant represents and warrants that such person has sufficient authority to sign this Agreement and create a valid and binding obligation on Consultant.
- 12.6 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, and all such counterparts, taken together, shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed effective as originals.
- 12.7 **Severability.** If any provision (or portion thereof) of this Agreement is found to be invalid by a court, arbitrator, or government agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. If any provision (or portion thereof) of this Agreement is prohibited by or made unlawful or unenforceable under any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective without affecting the remainder of this Agreement, which shall be enforceable to the fullest extent permitted by law. To the greatest extent permitted by law, the provisions of such applicable law are hereby waived so that this Agreement may be deemed to be a valid and binding agreement.
- 12.8 **Entire Agreement.** This Agreement contains the entire, exclusive, and integrated agreement between the Parties regarding the subject matter of this Agreement and shall supersede any and all prior negotiations, representations, understandings, or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by mutual written agreement by the Parties.

<p>MENDOCINO TRANSIT AUTHORITY</p> <p>By: _____</p> <p style="text-align: center;">_____, Title</p> <p>THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE AUTHORITY ATTORNEY.</p> <p>Approved as to form and legality:</p> <p>By: _____</p> <p style="text-align: center;">NAME</p> <p style="text-align: center;">Authority Attorney (or Assistant Authority Attorney or Deputy Authority Attorney signing on behalf of)</p> <p>Authority Resolution No.:</p> <p>Board Approval Date:</p>	<p>CONSULTANT _____</p> <p>a [State] [business form/type, i.e. corporation, etc.],</p> <p>By: _____</p> <p>Name:</p> <p>Title:</p> <p>Email:</p> <p><i>ATTEST</i> (only if California Corp.)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Email: _____</p>
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APPENDIX A

COST PROPOSAL FORM

Name of Offeror/Contractor		Supplies and/or Services to be Furnished		
Home office address				
Division(s) and Locations where Work is to be performed		Mendocino Transit Authority Solicitation/Bid/Proposal/Contract Number/Change Notice/Change Order Number:		

NOTE: For proper calculations of cost elements, link additional sheets to this summary page.

1. Direct Labor	Est. Hours	Rate Per Hour	Est. Cost	Total Est. Cost
2.	0.00	\$0.00	\$0.00	
3.	0.00	\$0.00	\$0.00	
4.	0.00	\$0.00	\$0.00	
5.	TOTAL DIRECT LABOR			\$0.00
6. Labor Overhead (O/H)	O/H Rate	x Base = Est. Cost		
7.	0%	\$0.00		
8.				
9.				
10.	TOTAL LABOR OVERHEAD			\$0.00
11. Fringe Benefits Overhead	FB O/H Rate	x Base = Est. Cost		
12.	0%	\$0.00		
13.				
14.	TOTAL FRINGE BENEFITS OVERHEAD			\$0.00
15. Direct Material			Est. Cost	
16. a. Purchase Parts			\$0.00	
17. b. Subcontracted items			\$0.00	
18. c. Other			\$0.00	
19.	TOTAL DIRECT MATERIAL			\$0.00
20. Equipment	Unit Cost	Est. Cost		
21.	\$0.00	\$0.00		
22.	\$0.00	\$0.00		
23.	TOTAL EQUIPMENT			\$0.00

24. Travel		Est. Cost	
25. a. Transportation		\$0.00	
26. b. Per Diem or Submissions		\$0.00	
27.		TOTAL TRAVEL	\$0.00
28. Other Direct Costs (See Line 55, details)		Est. Cost	
29.		\$0.00	
30.		\$0.00	
31.		\$0.00	
32.		TOTAL OTHER DIRECT COSTS	\$0.00
33. Consultants/Subcontractors (See Line 50, details)		Est. Cost	
34.		\$0.00	
35.		\$0.00	
36.		\$0.00	
37.		TOTAL CONSULTANTS/SUBCONTRACTORS	\$0.00
38.			
39.		TOTAL DIRECT AND OVERHEAD COSTS (Total Lines 5, 10, 14, 19, 23, 27, 32 and 37)	\$0.00
40. General and Administrative Expenses		Rate % % x Line 39	
41.		0% \$0.00	
42.		TOTAL GENERAL AND ADMINISTRATIVE EXPENSE	\$0.00
43.		TOTAL ESTIMATED COSTS (Total Lines 39 & 42)	\$0.00
44. Fee		Rate % % x Line 5,10, 14	
45.		0% \$0.00	
46.		TOTAL FEE	\$0.00
47.		TOTAL ESTIMATED COST/PROPOSED PRICE AND FEE (Total of Lines 43 & 46)	\$0.00

49.				
50. Identify Consultant(s) (Refer to Line 33)	Task Assigned	Contract Type	Amount	
51.			\$0.00	
52.			\$0.00	
53.			\$0.00	
54. Total				\$0.00
55. Identify Other Direct Costs (Refer to Line 28)			Amount	
56.			\$0.00	
57.			\$0.00	
58. Total				\$0.00
59. Has any Agency of the United States Government, State government, local public agency, or Mendocino Transit Authority performed any review of your account or records, overhead rates, and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.				
60.b. Agency Name/Address		60c. Individual to contact/Telephone Number		
61. As required by Mendocino Transit Authority, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.				
62. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to Mendocino Transit Authority's Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, to verify the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions before contract award or execution of contract modification.				
63. CERTIFICATE				
The labor rates and overhead costs are current, and other estimated costs have been determined using generally accepted accounting principles. Proposer/Consultant represents: (a) that it has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has, has not, paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.				
64. CERTIFICATION OF CURRENT COST OR PRICING				
This is to certify that, to the best of my knowledge and belief, the cost or pricing information submitted in writing to Mendocino Transit Authority's Contracting Officer or Mendocino Transit Authority's Contracting Officer's representative is accurate, complete, and current.				
65. This proposal, as submitted, represents our best estimates and/or actual costs as of this date.				
66. Type the Name and Title of the Authorized Representative		Signature	Date***	
<p>* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g. Information For Bid No., Request for Proposal No., Change Order No., Modification No., etc.)</p> <p>** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.</p> <p>*** Insert the day, month, and year of signing (i.e.. When price negotiations were concluded, and a mutual agreement was reached on a contract</p>				

APPENDIX B

INSURANCE REQUIREMENTS

General

- a. During the Term of the Contract, the Consultant will procure and maintain insurance acceptable to the Authority as described herein at its own expense and will maintain such insurance in full force and effect as specified herein. Insurance must be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by the Authority and authorized to do business in the State.
- b. All policies provided by the Consultant except workers compensation and professional liability coverage will name Mendocino Transit Authority, its directors, officers, agents, and employees as additional insured(s).
- c. All policies provided by the Consultant shall provide a waiver of subrogation in favor of the additional insured(s) and be governed by the laws of the State. All policies must be primary and non-contributory.

1. Commercial General Liability Insurance

- **Coverage:** Standard ISO Commercial General Liability form. Coverage provided under this liability policy will be on an occurrence basis. It will include, but not be limited to, bodily injury and property damage coverage, including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, independent contractor's liability, mobile equipment, damage from explosion collapse and underground hazards, cross liability and severability of interest clause and coverage must apply on a primary and non-contributory basis.
- **Limits:** \$1,000,000 per occurrence; \$2,000,000 annual general aggregate; \$1,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence unless otherwise approved by the Authority.
- If the Services involve construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the Services.

2. Business Automobile Liability Insurance

- **Coverage:** Standard ISO Business Automobile Liability form for all owned, non-owned, and hired automobiles.
- **Limits:** \$1,000,000.

- **Deductible/Self-Insured Retention:** Not more than \$25,000 per accident unless otherwise approved by the Authority.

3. Workers' Compensation and Employer's Liability Insurance

- **Coverage:** Statutory Workers' Compensation and Side B Employer's Liability form.
- **Limits:** Statutory for workers' compensation and \$1,000,000 per accident, \$1,000,000 bodily injury to each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer's Liability.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per occurrence for Employer's Liability unless otherwise approved by the Authority.

4. Professional Liability Insurance

- **Coverage:** For errors and omissions arising out of the Services.
- **Limits:** \$1,000,000 per claim and \$2,000,000 in the aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per claim unless otherwise approved by the Authority.
- **Additional Term:** 3 years after completion and acceptance of the Services.
- If the Services involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involve outsourced technology or internet services, Network and Media Liability coverage.

Other Insurance Requirements

- **Notice of Cancellation.** Consultant or Consultant's agent must provide 30-days prior written notice to the Authority of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- **Proof of Insurance/Insurer Rating.** The awarded Consultant must deliver to the Authority, prior to the commencement of the Services, certificates of insurance evidencing all required insurance and additional insured status for the Authority. In addition to the certificate of insurance, the Consultant shall provide copies of the actual insurance policies if requested by the Authority.

APPENDIX C

PARTIES

CONSULTANT

Full Legal Name of Consultant:

Corporate Address:

Form of Business Entity (Check one)

- ☐ **Sole proprietorship**
☐ **Corporation: State of _____**
☐ **Partnership: ☐ General ☐ Limited**
☐ **Limited Liability Company**
☐ **Other: _____**

If Corporation, LLC, LP, LLP:
(Required Information)
Agent for Service of Process
(Name and Address)

Contact Individual / Position:

Telephone No.:

Facsimile No. (if any):

Email Address:

Website (if any):

Tax Identification No.:

AUTHORITY

Project Manager	Bret Byrd
Authority's Notice Address	Mendocino Transit Authority 241 Plant Road Ukiah, CA 95482

APPENDIX D

ADDITIONAL PROVISIONS

Access to Records and Reports

- a. Record Retention. The Consultant will retain and will require its subcontractors of all tiers to retain, complete, and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Consultant agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Consultant agrees to provide sufficient access to California and Authority officials to inspect and audit records and information related to the performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Consultant agrees to permit California and Authority officials access to the performance sites under this contract as reasonably may be required.

Contract Changes

(a) MTA may at any time, by written order and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for the performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the MTA Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Consultant shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the MTA Contracting Officer decides that the facts justify it, the

MTA Contracting Officer may receive and act upon a proposal submitted before the final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Consultant from proceeding with the contract as changed.

Termination

The Agency, by written notice, may terminate this contract, in whole or in part, for the Agency's convenience or because of the failure of the Consultant to fulfill the contract obligations (i.e., when the Consultant is in default).

If this contract is terminated for convenience, the Agency shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination. The Agency shall terminate by delivering to the Consultant a Notice of Termination, specifying required close-out requirements.

If the Consultant fails to perform the services within the time specified in this Agreement or any extension, or if the Consultant fails to comply with any other provisions of this Agreement, the Agency may terminate this Agreement for default. The Agency shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. The Consultant will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in this Agreement. Any amount due to Consultant shall be subject to offset to reimburse the Authority for the excess costs of reprocurement.

If, after termination for default, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Upon receipt of a Notice of Termination, the Consultant shall (1) immediately discontinue all services affected (unless the notice directs otherwise) and (2) deliver to the Agency all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process. The agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the Agency's convenience, the Agency shall make an equitable adjustment in the Agreement price but shall allow no anticipated profit on unperformed services.

If the termination is for default, the Agency may complete the work by contract or otherwise and the Consultant shall be liable for any additional cost incurred by the Agency.

Civil Rights

The Agency is an Equal Opportunity Employer and agrees to comply with all applicable California and Federal civil rights laws and implementing regulations.

Under this Agreement, the Consultant shall always comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** The Consultant agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable California and Federal implementing regulations and requirements.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements state or federal authorities may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, and the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., the Consultant agrees that it will not discriminate against individuals on the basis of disability.

Clean Air and Water

The Consultant agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to the Authority; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q), and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). Additionally, the Consultant agrees to abide by all applicable California statutory and regulatory requirements intended to protect the environment.

Seismic Safety

The Consultant agrees that any new building or addition to an existing building will be designed in accordance with the standards for Seismic Safety required in California law and regulations and Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act and to require its subcontractors at every tier likewise to comply.

Accessibility

The Consultant shall ensure the designs comply with all applicable California and Federal accessibility requirements.

APPENDIX E

INDEMNIFICATION

- A.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782, 2782.6, and 2782.8), the Consultant shall defend (with legal counsel chosen or approved by the Authority Attorney), indemnify, and hold harmless the Authority and its officers, agents, departments, officials, representatives, and employees (collectively, "Indemnitees") from and against the Liabilities.

"Liabilities" means any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its sub-consultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys' fees (including costs attributable to in-house paralegals and attorneys), Authority staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that:

- (1) Arise out of, pertaining to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant, who provides design professional services governed by California Civil Code Section 2782.8; and
- (2) For Services not governed by California Civil Code Section 2782.8, arise from or relate to, directly or indirectly, in whole or in part:
 - (a) the Services, or any part thereof,
 - (b) any negligent act or omission of Consultant, any Subconsultant, or anyone directly or indirectly employed or controlled by Consultant or any Subconsultant,
 - (c) any claim of infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other intellectual property or proprietary right of any person or persons in consequence of the use by the Authority, or any of the other Indemnitees, of any of the articles or Services to be supplied in the performance of this Agreement (including any Software or Equipment, as defined in the Services), and/or
 - (d) any claim of unauthorized collection, disclosure, use, access, destruction, or modification, or inability to access, or failure to provide data, by any person or persons in consequence of any act or omission by Consultant or any Subconsultant.

Such obligations to defend, hold harmless, and indemnify any Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

Consultant shall cause its sub-consultants to agree to indemnities and insurance obligations in favor of Authority and other Indemnitees in the exact form and substance of those contained in this Agreement.

ATTACHMENT 2 FORMS TO BE SUBMITTED WITH THE TECHNICAL PROPOSAL

The forms and certifications outlined in Attachment 2 are designated for completion by prime Consultants. It is the prime Consultants' responsibility to integrate the requisite forms and certifications into their subcontractor agreements accordingly.

Attachment 2(a), RFP/RFQ Acknowledgment and Certifications Form

Attachment 2(b), Non-Collusion Declaration

Attachment 2(c), Regulatory Compliance Statement

Attachment 2(d), Debarment and Suspension

Attachment 2(e), References

ATTACHMENT 2(A)

RFQ/Addendum Acknowledgment and Proposer Certifications Form

REQUEST FOR PROPOSALS (RFQ) FOR BUS CHARGING INFRASTRUCTURE

Statement of Equal Employment Opportunity:

The undersigned certifies that the Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, cancer-related medical condition, a known genetic predisposition to a disease or disorder, veteran status, marital status, or sexual orientation.

Capacity to Provide the Requested Insurance:

The undersigned certifies that the Proposer has reviewed the insurance requirements specified in the sample Professional Services Agreement included as an attachment to this RFQ and is capable of securing the specified levels of insurance. I further certify that, if awarded the Contract, Proposer will provide proof of insurance at the time of award and will meet the insurance requirements specified in the attached sample Professional Services Agreement.

Compliance with Non-Discrimination and Minority, Woman, and Disabled Veteran Business Enterprise Policy:

The undersigned certifies that it and its subcontractors will guarantee that DBEs, as defined in 49 CFR Part 26, have equal opportunities to engage in the Agency's contract performance. In this regard, the Proposer shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

Conflict of Interest, Pending Litigation, or Removal from Position (check one):

- ☐ The undersigned certifies that Proposer (a) is not a participant in any arrangements, formal or informal, with a third party that might interfere with the firm's ability to provide services under this RFP/RFQ; (b) is not involved in our subject to any litigation, administrative proceeding, or investigation (actual or pending) that might have an adverse effect on its ability to fulfill its engagements under this RFP/RFQ; and (c) has not been removed by any organization during the last five years.
- ☐ The proposer has attached a description of all third-party arrangements or litigation/administrative proceedings/investigations that might affect the firm's ability to provide services under this RFP/RFQ and has attached an explanation of any removal from position by any organization within the last five years.

Acknowledgment of Receipt of Addenda:

The undersigned acknowledges that prior to submitting this Proposal, Proposer has reviewed all Addenda modifying this RFQ, as posted on <https://mendocinotransit.org/procurements/>

Addendum No.:

Date Issued:

RFQ Acknowledgement and Signature:

The undersigned certifies that he/she has carefully read, understands, and agrees to the terms and conditions on all pages of this RFP/RFQ, including all addenda issued during the proposal period. The undersigned agrees to furnish the services stipulated in this RFP/RFQ. Pursuant to said terms and conditions.

1. No Proposal is valid unless signed in ink or electronically by the person authorized to make the proposal. The undersigned certifies that he or she has full power to execute this RFP/RFQ Acknowledgment and Certification.
2. I have carefully read, understand, and agree to the terms and conditions on all pages of this RFP/RFQ, including, but not limited to, the acknowledgments and declarations listed above. The undersigned agrees to furnish the services stipulated in this RFP under the aforementioned terms and conditions.
3. I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

Respondent's Name and Title: _____

Company Name: _____

Address: _____

Telephone: _____ Contractor License # (if applicable): _____

Fax: _____ Expiration Date: _____

Email: _____ DIR Registration #: _____

Cell Number: _____ Expiration Date: _____

Authorized Signature: _____ Date: _____



ATTACHMENT 2(B)

MENDOCINO TRANSIT AUTHORITY

NON-COLLUSION DECLARATION

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____,
at _____, California

Signature

Authority: Public Contract Code 7106
CCP 2015.5

ATTACHMENT 2(C)

REGULATORY COMPLIANCE STATEMENT

Proposer shall submit a complete and fully executed copy of this Regulatory Compliance Statement for the Authority's review with its Proposal. The failure to submit this document as specified may be grounds for rejecting the Proposal as non-responsive. If the Proposer is a corporation, provide the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer) or (b) the owner of at least ten percent of the corporation's stock. If the Proposer is a partnership, provide the following information for each partner who owns 10 percent or more of the firm. If the Proposer is a joint venture, provide the following information for each firm that is a member of the joint venture.

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

3. Has the EPA, any Air Quality Management District, or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

4. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

5. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

6. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations or the laws pertaining to the use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings and attach copies of the Department's final decision(s).

Criminal Matters and Related Civil Suits

8. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit or guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation, and the grounds for the finding.

9. Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No



If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction, and the grounds for the conviction.

10. Has your firm or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year, and the criminal conduct.

11. Did your firm earn average gross revenues equal to or greater than \$50 million in the last three years?

☐ Yes ☐ No

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this Regulatory Compliance Statement and know their contents. The matters stated in the questionnaire answers are true to my own knowledge and belief, except for those matters stated in information and belief, and I believe them to be true. I declare, under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated:

(Name)



ATTACHMENT 2(D)

PROPOSER CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I, _____, duly authorized to act on behalf of _____
(name) (company)

("Proposer") acknowledge and certify, to the best of my knowledge and belief, that:

1. This certification is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available, the Mendocino Transit Authority ("Authority") may pursue available remedies, including suspension and/or debarment.
2. The Proposer certifies that neither it nor its "principals" (as defined at 49 C.F.R. §29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. If the Proposer is unable to certify the statements in this certification, such prospective participant shall attach an explanation to this certification.
4. The Proposer shall provide immediate written notice to the Authority if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the County for assistance in obtaining a copy of those regulations.
6. The Proposer agrees by submitting its proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
7. The Proposer further agrees by submitting its proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" in all lower tier covered transactions with sub-consultants and subcontractors and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
9. Except for transactions authorized under Paragraph 6 of this certification, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Authority may pursue available remedies including suspension and/or debarment.

RFQ #: _____

RFQ Title: _____

Name of Company: _____

Signature of Authorized Official Date: _____

Name and Title of Signer: _____

Prevailing Wage Requirements

1. Consultant/Contractor Registration Program. No Consultant or Subconsultant may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5.
 - A. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
2. State Prevailing Wage Rates
 - A. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at Caltrans construction sites, at Caltrans facilities, and at off-site locations that are set up solely and specifically by the construction contractor or one of its subcontractors to serve Caltrans projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
 - B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at <http://www.dir.ca.gov>.
 - C. Payroll Records
 - 1) Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

The payroll records enumerated under paragraph 1 above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by Caltrans representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative upon request.
 - b. A certified copy of all payroll records enumerated in paragraph 1 above shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.

- c. The public shall not be given access to certified payroll records by Consultant. Consultant is required to forward any requests for certified payrolls to Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the request.

Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within 10 days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

Consultant shall inform Caltrans of the location of the records enumerated under paragraph 1 above, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

The Consultant or Subconsultant shall have 10 days to comply subsequent to receipt of written notice requesting the records enumerated in paragraph 1 above. In the event the Consultant or Subconsultant fails to comply within the 10-day period, he or she shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments that are then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- D. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by Caltrans Contract Manager.

E. Penalty

- 1) The Consultant and any Subconsultant under the Consultant shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Consultant and any Subconsultant shall forfeit to the State or political subdivision on whose behalf the Agreement is made or awarded a penalty of not more than \$200.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by any Subconsultant under the Consultant in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.

Agreement Number ##A#### Page 3 of 5 Exhibit F Prevailing Wage Requirements

The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or sub-consultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.

If a worker employed by a sub-consultant on a public works project is not paid the general prevailing per diem wages by the sub-consultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the sub-consultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all the following requirements:

- a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to retaining sufficient funds due to the Subconsultant for work performed on the public works project.
- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Labor Code Section 1775, Caltrans shall notify the Consultant on a public works project within 15 days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

If Caltrans determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of money.

Agreement Number ##A#### Page 4 of 5 Exhibit F Prevailing Wage Requirements due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

F. Hours of Labor

Eight (8) hours of labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the State of California, \$25.00 for each worker employed in the execution of the Agreement by the Consultant or any Subconsultant under the Consultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and 40 hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

G. Employment of Apprentices

- 1) Where either the prime contract or the subcontract exceeds \$30,000, the Consultant and any subcontractors under him or her shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6, and 1777.7 in the employment of apprentices.



Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to the commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142 0603, or one of its branch offices for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The prime Consultant is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.

H. Any sub-agreement entered into as a result of this Agreement shall contain all the provisions of this clause.

3. Federal Prevailing Wages. N/A



ATTACHMENT 2(E)

References

Provide three references of similar-sized projects/accounts, preferably located in the state of California. Include detailed information about the services provided on this form.

1. Name: _____ Phone No. & Email: _____

Address: _____

Project Delivery Method: _____ Contract Start & End Date: _____

Contact Name/Title: _____

Description of Services Provided: _____

2. Name: _____ Phone No. & Email: _____

Address: _____

Project Delivery Method: _____ Contract Start & End Date: _____

Contact Name/Title: _____

Description of Services Provided: _____

3. Name: _____ Phone No. & Email: _____

Address: _____

Project Delivery Method: _____ Contract Start & End Date: _____

Contact Name/Title: _____

Description of Services Provided: _____
