

REQUEST FOR PROPOSALS

FOR

Consulting Services for the Mendocino Transit Authority (MTA) Electrical Safety Program

June 11th, 2025



Mendocino Transit Authority
241 Plant Road
Ukiah, CA 95482

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

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Request for Proposals for Consulting Services

I. INVITATION TO SUBMIT PROPOSAL

The Mendocino Transit Authority ("Authority") is seeking proposals from qualified consultants to provide Battery Electric Vehicle Safety and Maintenance Training Services for the Authority's Electrical Safety Program ("Project"). The Project includes safety and maintenance training for the Authority's maintenance staff on the Authority's zero-emission vehicles. This general description of the scope of services is further supplemented in Section II.B, "Scope of Services." The training shall be suitable for the Authority's intended purpose.

- MTA's maintenance facility is located at 241 Plant Road, Ukiah, CA, 95482.

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

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

This advertisement of the RFP does not commit the Authority to award a contract, pay any costs incurred in preparing a proposal for this request, or procure services under this contract. 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 whole or in part, the RFP 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 RFP:

1. "AHJ" shall mean Authorities Having Jurisdiction.
2. "Authority" or "Agency" 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 RFP.
5. "RFP" means Request for Proposals
6. "Project" means the entire Scope of Services described in this RFP. The Scope of Services may constitute the entire Project or a portion thereof.

RFP SCHEDULE

Questions regarding this RFP must be addressed in writing to the appropriate contact person listed under "RFP Contacts" below. Proposers are advised that questions received after the final due date for receipt of questions as listed in the RFP 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.

RFP Advertisement	June 11th, 2025
Proposer Questions Due	June 30th, 2025 @ 3:00pm
MTA Responses to Proposer Questions	July 9th, 2025
Proposal Due Date	July 23rd, 2025 @ 3:00pm
Anticipated Contract Execution	August 2025
All dates and times are subject to change at the discretion of the Authority.	

INSTRUCTIONS FOR SUBMITTING PROPOSALS

Submission of Proposals	<p>Proposals must be submitted in strict compliance with the Proposal Instructions prescribed in this RFP. 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>
Proposal Format	<p>Each Proposer must submit three (3) hard copies 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 Electrical Safety Program Proposal</u>.</p> <p>Note that adequately executed copies of all forms contained in Attachment 2 must be included in the Proposal.</p>
Proposal Modification	<p>Any proposals received before the specified time and date for the Proposal Due Date above may be withdrawn or modified by the Proposer's written request. To be considered, however, the modified Proposal must be received before the Proposal Due Date.</p>
Late Submittals	<p>Proposals received after the time and date in the RFP Schedule may be disqualified. The Authority is not responsible for the failure of proposal delivery.</p>



MTA PRIMARY CONTACT

Any questions, interpretations, or clarifications, whether administrative or technical, regarding this RFP must be requested in writing by the date indicated in the RFP 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 RFP 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 RFP advertisement through the date of contract execution. 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 RFP 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 RFP.</p> <p>Any such addenda will be posted at https://mendocinotransit.org/procurements/, where the RFP was posted.</p> <p>Only questions answered by formal written Addenda will be binding. Oral and other interpretations and clarifications shall have no legal effect. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer of any obligation under their submitted Proposal. 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 all associated plans, specifications, and other documentation (including all addenda) and referenced legal provisions. The failure or omission of any Proposer to examine any form, instrument, document, or applicable referenced legal requirements shall in no way relieve any Proposer of any obligation concerning 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 the RFP must be acknowledged by the Proposer, who must also sign the addenda on the RFP 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 approximately 2,800 square miles and provides a diverse system of long-distance, commuter, and local fixed routes, as well as two Dial-A-Ride services and one Flex Route. The MTA serves a population of nearly 90,000; our vehicles travel over 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, as well as 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. The MTA also provides daily connections with the Sonoma County Airport Express at the Sonoma County Airport, offering service to and from 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. In anticipation of the introduction of additional battery electric vehicles, the Authority aims to ensure that all maintenance staff are equipped with the necessary knowledge to properly diagnose, repair, and maintain these vehicles in good condition.

B. SCOPE OF SERVICES

The Authority seeks proposals from qualified Consultants to provide comprehensive training and develop safety programs, ensuring that the agency's maintenance staff and other personnel are equipped with the necessary knowledge, skills, and safety awareness to work around and maintain high-voltage (HV) battery electric buses (BEBs). This scope of services shall include developing maintenance training standards, training materials, and an electrical safety program tailored to the Authority's facility and personnel roles.

Consultant Objectives:

The Consultant will ensure the provision of all necessary materials, supplies, and equipment required to develop and deliver training that meets the following objectives:

- Establish maintenance training standards and materials that define the required knowledge, skills, and abilities for technicians working on HV BEBs.
- Provide OSHA-compliant general safety awareness training for non-maintenance staff.
- Develop and conduct hands-on training sessions for maintenance technicians and supervisors.
- Develop an Electrical Safety Program, including Standard Operating Procedures (SOPs) for safe maintenance and operation of HV BEBs.

The Authority's maintenance facility is located at 241 Plant Road, Ukiah, CA 95482.

Consultant Tasks:

1. Development of Maintenance Training Standards
 - A. Define the essential knowledge, skills, and abilities required for maintenance staff to safely conduct diagnostics, repairs, and maintenance on HV BEBs.
 - B. Develop competency-based training modules that outline safety practices, troubleshooting procedures, and diagnostic methods.
 - C. Ensure that training standards align with industry best practices and regulatory requirements.
2. Development of Training Materials
 - a. Create instructional materials, presentations, manuals, and reference guides tailored to the Authority's HV BEB maintenance needs. The Consultant shall provide visual and other teaching aids (such as, but not limited to, manuals, presentations, and literature) for use by the Authority's staff, which shall become the property of the Authority.
 - b. Ensure materials are user-friendly and accessible to staff with varying levels of technical expertise. Materials shall be tailored for the intended audience (e.g., operators, maintenance staff, non-maintenance staff)
3. Development of Electrical Safety Program and SOPs
 - a. Develop a comprehensive Electrical Safety Program tailored to the Authority's operations and maintenance facility. Consultant shall consider future operations and infrastructure.
 - b. Establish SOPs for safe maintenance practices, emergency response, and risk mitigation.
 - c. Provide guidelines for safety compliance, including the use of personal protective equipment (PPE) and lockout/tagout (LOTO) procedures.

4. Training Delivery

The Consultant shall Conduct on-site training sessions at the Authority's maintenance facility for a minimum of two days. The Consultant shall ensure that training delivery incorporates all significant learning principles and includes hands-on demonstrations.

- a. General Awareness Training (8 Participants Estimated)
 - OSHA-compliant awareness course covering high-voltage safety fundamentals.
 - Overview of risks associated with HV BEBs and necessary precautions.
 - Training tailored for office, dispatch, and bus operators.
- b. Advanced HV Electrical Safety Training (5 Participants Estimated)
 - In-depth understanding of HV electrical safety.
 - Target audience: parts personnel, shop clerks, and non-maintenance personnel working in or near the maintenance shop.
- c. Hands-On Technical Training (5 Participants Estimated)
 - In-depth understanding of HV electrical safety.
 - Practical training on HV BEB maintenance, troubleshooting, and repair procedures.
 - Includes supervisors, maintenance technicians, and the maintenance manager.
 - Conducted in person over a minimum of two days.

5. Training Evaluation & Support

- a. Assess training effectiveness through evaluations, tests, and participant feedback.
- b. Provide post-training support, including guidance on implementing safety practices.

Consultant Deliverables:

The Consultant shall provide the following deliverables:

- Maintenance SOPs, available in both digital and printed formats.
- Comprehensive training materials, available in both digital and printed formats.
- Electrical Safety Program, SOPs for BEBs, available in both digital and printed formats.
- Completion certificates issued to participants upon completion of in-person training.
- Recommendations for ongoing safety improvements.

Project Schedule:

- The Consultant's services shall commence upon execution of this contract. The Authority's goal is for the Consultant to complete their training and to deliver ongoing training resources within three months.

Project Management:

- Project Management encompasses the 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 throughout the Project lifecycle, as requested, for administrative controls.



Consultant Services:

While it is believed that the project requirements outlined in this Request for Proposal are logical and include all elements essential for the comprehensive training of MTA staff, those submitting proposals are advised to include any subject or topic 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 whether the sub-consultant is a subsidiary or affiliated with the awarded proposer.

C. PROPOSER MINIMUM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Failure to comply with these requirements may result in the disqualification of your proposal from further consideration.

1. The firm has not defaulted on a contract within the past five (3) years, declared bankruptcy, been placed in receivership, or been denied credit within the past three (3) years.
2. 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 five (3) years.
3. The firm is not currently under investigation for any charge or claim of noncompliance with federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws and apprenticeship laws.
4. The firm must have at least 5 years of experience and a demonstrated track record of delivering quality work, as well as possessing the necessary knowledge, skills, and abilities to provide safety training for zero-emission high-voltage battery electric buses and their associated infrastructure.
5. 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 those that do not follow the instructions may be considered non-responsive and rejected.

1. Proposal Format

Proposals should be prepared as follows:

- Viewable, searchable, printable, and downloadable PDF.
- Page size 8.5" x 11".
- Margins must be at least one inch, excluding headers and footers.
- Table of contents, with pages and exhibits numbered in an organized manner.
- Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

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

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

2. Proposal Contents

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 number. 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 a period of not less than 120 days from the date of submittal.
- vi. A signed statement attesting that all information submitted with the proposal is true and correct.
- vii. Acknowledgment of receipt of all RFP 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 must be accompanied by documentation that the individual is authorized to bind the company or partnership.

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 RFP, noting any exceptions, and shall be signed by an authorized company representative.

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 it was founded, the form of the organization (corporation, partnership, sole proprietorship), the number of offices, their size and location, 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 in performing work similar to that solicited in this RFP, specifically experience in developing maintenance training standards, training materials, and an electrical safety program tailored for a transit agency. Highlight the participation of key personnel proposed for assignment to this project in such work.
- iv. Identify any proposed sub-consultants by company name, address, contact person, telephone number, and project function.
- v. Provide at least three references from previous or current clients within the last five years, with a similar scope of services as outlined in this RFP. 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(B), References.
- vi. Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major sub-consultants proposed.

PROPOSED STAFFING

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. Identify the key personnel proposed to perform the work and specify the major areas of subcontract work. Include the person's name,

current location, proposed position for this project, availability for this assignment, and the length of time each person has been with the firm. Include the name and roles of the Proposing Company's Project Manager and other key managerial and technical personnel assigned to the project, specifying their tasks and significant areas of 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.

RESUMES

Each proposal shall include a resume of not more than two pages for each key staff member, including the Project Manager. Resumes will include job titles, years of experience, education, and applicable professional credentials. Resumes shall also include specific work experience in developing maintenance training standards, training materials, and an electrical safety program tailored for a transit agency.

WORK PLAN

The Proposing Company shall provide a narrative that addresses the Scope of Services 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. Provide a detailed schedule with key project milestones for completing tasks, specifying the elapsed weeks from the project commencement date.
- iv. Identify the methods that the Proposing Company will use to ensure quality control, budget, and schedule control for the project.

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

EXCEPTIONS/DEVIATIONS

State any exceptions to or deviations from the requirements of this RFP, 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 relevant to the listed exceptions.

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

COST PROPOSAL

The Proposing Company shall submit proposed pricing for each task described in the Scope of Services. The cost proposal shall show the cost for each task, with a Total Not to Exceed Amount. The cost proposal must clearly define any requested reimbursable expenses and state a not-to-exceed cap for these reimbursements to be included in the overall total cost. Markups are not allowed on any reimbursement for such expenses. Reimbursements must be billed at cost, with receipts attached to the invoice. **Proposers must utilize the form provided in Appendix A (Cost Proposal Form).**

The proposal must include firm prices in U.S. dollars that are clear and unambiguous. The Cost Proposal should detail the expenses needed to complete each task outlined in the Scope of Services. This includes all work-related costs, as well as those related to administrative and risk responsibilities tied to the Proposal. Additionally, it should provide any necessary narrative to clarify the proposed price

E. PROPOSAL EVALUATION CRITERIA AND CONSULTANT SELECTION

The Authority, 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 granted without interviews or additional discussions. Therefore, each initial proposal should be submitted with the most favorable terms from both price and technical perspectives.

	Evaluation Criteria	Weight (%)
A	Qualifications, Related Experience, and References for the Proposing Company	20%
B	Proposed Staffing	20%
C	Work Plan	20%
D	Cost Proposal	40%
	Total:	100%

EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following criteria:

1. **Qualifications, Related Experience, and References for the Proposing Company:**
In evaluating a Proposer's qualifications and experience with similar projects, a favorable Proposer must demonstrate extensive experience with projects of similar scope and size of service as outlined in the Scope of Services, along with the firm's strength and stability. Additionally, favorable Proposers should possess a variety of experience providing similar services to public, government, and transit agencies. Proposers with extensive experience will be viewed more favorably. Proposers need to provide at least three references from previous or current clients within the last five years who have a similar scope of services as described in this RFP. Proposers whose references align with the scope of services detailed in this RFP will be evaluated more favorably. The Authority reserves the right to consider references from other available sources.
2. **Proposed Staffing:**
The key personnel of the favorable proposer will possess an appropriate level or combination of education, certifications, licenses, and experience relevant to the project. Key personnel with expertise in transit safety similar to the Scope of Services will be evaluated more favorably.
3. **Work Plan:**
A favorable Proposer will exhibit a clear understanding of the Scope of Services, demonstrated by a comprehensive work plan that articulates the Proposer's approach and meets all requirements specified in the Scope of Services. Furthermore, a favorable Proposer will explain sequentially the activities undertaken to complete the tasks and specify who will carry them out. Additionally, 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. The favorable Proposer will also identify methods to ensure quality control, as well as budget and schedule control, for the Project.

High-quality, creative, tactful, and comprehensive Proposals reflecting the Proposer's understanding of the Project and willingness to adhere to standard Agreement requirements will be evaluated more favorably. If the Proposer believes that additional activities or tasks beyond those identified in the RFP are necessary to successfully achieve the Project goals, the Proposer must outline these activities or tasks in their Proposal. Not all required tasks may be listed in the Scope of Services; the Authority will rely on the expertise and experience of a well-qualified firm to identify additional tasks in its proposal, ensuring project success.
4. **Cost Proposal:**
Proposers will be evaluated favorably by providing a clear, detailed cost breakdown for each task, including a Total Not to Exceed Amount covering all expenses. Reimbursable expenses must be clearly defined, capped, and included in the total cost. Proposals that demonstrate cost efficiency will be evaluated more favorably.

Proposer Responsiveness:



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

AWARD

- A. The award will be made on a best value basis. At the Authority's discretion, it will award the contract to the Proposer whose proposal offers the best value to the Authority.
- 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, as 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 be delayed in whole or in part beyond one hundred twenty (120) days, the 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

Additional Provisions for Mendocino Transit Authority RFPs/RFAQs

The following provisions apply to this RFP/RFAQ:

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; 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 RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or its entirety, this RFP; to request new RFPs 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 RFP'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 RFP or excuse the firm from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

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")

Electrical Safety Program Consulting Services

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 task amount(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) (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

The Proposing Company shall provide pricing for each task described in the Scope of Services. All costs, including material costs and reimbursable expenses, must be listed below. Labor costs should be factored into the "Task Total Cost" for each task. The Total Not to Exceed Amount must include all costs.

Task #	Task Description	Cost of Materials	Reimbursable Expenses (if any)	Task Total Cost
1	Development of Maintenance Training Standards	\$ _____	\$ _____	\$ _____
2	Development of Training Materials	\$ _____	\$ _____	\$ _____
3	Development of Electrical Safety Program and SOPs	\$ _____	\$ _____	\$ _____
4	Training Delivery	\$ _____	\$ _____	\$ _____
5	Training Evaluation and Support	\$ _____	\$ _____	\$ _____
Total Not to Exceed Contract Amount				\$ _____

Reimbursable Expenses

Please list any requested reimbursable expenses below. The total reimbursable amount, including travel, must be included in the Total Not to Exceed Amount.

Expense Description (Add additional rows as needed)	Estimated Cost
_____	\$ _____
_____	\$ _____
Total Reimbursable Cap	\$ _____

Acknowledgment

By signing below, the Proposing Company certifies that the pricing provided is accurate and that all costs, including reimbursable expenses, have been accounted for in the Total Not to Exceed Contract Amount.

Authorized Representative Name: _____
Title: _____
Signature: _____
Date: _____

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) Method of shipment or packing of supplies.
- (5) Place of delivery.
- (6) 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 reprourement.

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.

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), References

Attachment 2(C), California Levine Act

ATTACHMENT 2(A)

RFP/Addendum Acknowledgment and Proposer Certifications Form

REQUEST FOR PROPOSALS (RFP) FOR CONSULTING SERVICES

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 RFP 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.

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 RFP, as posted on <https://mendocinotransit.org/procurements/>

Addendum No.:

Date Issued:

RFP 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: _____

Fax: _____

Email: _____

Cell Number: _____

Contractor License # (if applicable): _____

Expiration Date: _____

ATTACHMENT 2(B)

References

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

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

Address: _____

Contract Start & End Date: _____ Contact Name/Title: _____

Description of Services Provided: _____

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

Address: _____

Contract Start & End Date: _____ Contact Name/Title: _____

Description of Services Provided: _____

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

Address: _____

Contract Start & End Date: _____ Contact Name/Title: _____

Description of Services Provided: _____
