

**REQUEST FOR PROPOSAL**

**HIGH-SPEED TRAIN HEAVY MAINTENANCE FACILITY  
PLANNING STUDY**

**Council of Fresno County Governments  
2035 Tulare Street, Suite 201  
Fresno, CA 93721  
(559) 233-4148**

Additional background information on this proposal can be found on  
the Fresno COG website!

**[www.fresnocog.org](http://www.fresnocog.org)**

**October 1 2009**

**REQUEST FOR PROPOSALS**

<p><b>HIGH-SPEED TRAIN HEAVY MAINTENANCE FACILITY PLANNING STUDY</b></p>
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**I. Introduction**

The Council of Fresno County Governments (Fresno COG) is requesting proposals from qualified consultants to conduct a High-Speed Train Heavy Maintenance Facility Site Identification and Planning Study and provide additional services as noted. This study will identify and evaluate potential sites in Fresno County for a high-speed train heavy maintenance facility for submittal to and subsequent evaluation by the California High-Speed Rail Authority (Authority) in the project level environmental review for the Bakersfield to Merced segment of the high speed train system. In conducting this evaluation, the consultant will utilize the California High Speed Train Project Technical Memorandum TM 5.1 titled "Terminal and Heavy Maintenance Facility Guidelines" and Technical Memorandum TM 5.3 titled "Summary Description of Requirements and Guidelines for: Heavy Maintenance Facility (HMF), Terminal Layup/Storage and Maintenance Facilities and Right-of-Way Maintenance Facilities," both of which were released August 25, 2009 and are available on the Fresno COG website at [www.fresnocog.org](http://www.fresnocog.org), and other Technical Memoranda and materials available from the Authority.

The Heavy Maintenance Facility (HMF) is an integral component of the future High Speed Train (HST). Specifically, this facility is assumed to support the assembly, testing and commissioning of the trainsets as they arrive from the manufacturer prior to the start-up of Phase 1 operations and then transition to the full operation of a "typical" HST heavy maintenance workshop. During its useful life, the HMF may support the following examples of facility function:

- Assembly
- Testing & Commissioning
- Train Storage
- Inspection
- Maintenance
- Retrofitting
- Overhaul

Recently, the California High Speed Rail Authority developed guidelines for the Heavy Maintenance Facility. These guidelines conclude that the HMF should be located in the Central Valley at a still to be determined location between Bakersfield and Merced. At a later date, the Authority will formally request a statement of interest from local jurisdictions and interested parties as to potential sites for the HMF. Potential sites for

the location of the HMF will be evaluated by the Authority during the alternatives analysis phase of the project level environmental review.

As noted above, the Guidelines for the Heavy Maintenance Station indicate it should be located somewhere “central” to the HST system, specifically between Merced and Bakersfield, and initially be connected to a “high-speed” double track segment (that will ultimately become part of the HST system main trunk line for revenue service). The 2005 Program EIR/EIS for the HST indicates the preferred alignment south of the Fresno Metropolitan Area is adjacent to the Burlington Northern Santa Fe corridor. Therefore, the proposed primary area of study extends from generally south of downtown Fresno to Manning Avenue. However, the Authority is also considering a proposed alignment adjacent to the Union Pacific corridor south of the Fresno Metropolitan Area with a bypass to the west of the cities of Fowler, Selma, and Kingsburg. Therefore, this study should also evaluate possible sites adjacent to the alternative corridor. The area of study may be further defined by the Fresno County High Speed Train Task Force, a technical committee formed to assist with this study and other issues related to high-speed rail in Fresno County.

Site selection and site evaluation are to be consistent with the above-identified Guidelines for the Heavy Maintenance Station, which describe the approximate parcel size and shape (for example, a long and narrow parcel is typically more desirable over a short and wide parcel, if possible), the overall footprint of the HMF, and support requirements.

## **II. Scope/Tasks**

The Heavy Maintenance Facility is an integral component of the future High Speed Train. Recent guidelines developed by the California High-Speed Rail Authority for the HMF indicate that the HMF should be located at a still to be determined location between Bakersfield and Merced. At a later date, the Authority will formally request a statement of interest from local jurisdictions and interested parties as to potential sites for the HMF. The Council of Fresno County Governments is requesting proposals from qualified consultants to conduct a High-Speed Train Heavy Maintenance Facility Site Identification and Planning Study. An essential task of this study is to identify and evaluate potential sites in Fresno County for the high-speed rail heavy maintenance facility for subsequent evaluation by the California High Speed Rail Authority during the alternatives analysis phase of the project level environmental review.

### **A. Previous Work and Accomplishments**

On August 25, 2009, The California High-Speed Rail Authority released two Technical Memoranda related to the Heavy Maintenance Facility. Technical Memorandum 5.1 is titled “Terminal and Heavy Maintenance Facility Guidelines” and Technical Memorandum 5.3 is titled “Summary Description of Requirements and Guidelines for: Heavy Maintenance Facility (HMF), Terminal Layout/Storage & Maintenance Facilities & Right-of-Way Maintenance Facilities.” These two Technical Memoranda, along with related appendices, exhibits, drawings, and other materials available from the Authority, shall constitute the primary resource materials available to the consultant. In addition, the County of Fresno’s Geographic Information System (GIS) data will be made available to the consultant.

**B. Scope of Work and Tasks**

The following tasks will require the consultant to work closely with the Fresno County High Speed Train Task Force, Fresno COG member agencies, and the California High-Speed Rail Authority and its consultants for the Bakersfield to Merced segment of the HST system.

**Tasks:**

1. Given the location of the HMF somewhere between Bakersfield and Merced, the consultant will establish an overall rationale for a Fresno County location (also with regard to the location of the high speed train Operations Center, likely in conjunction with the HMF but also possibly in conjunction with the Downtown Fresno High Speed Train Station). This rationale should rely not just on the HMF criteria, but also on additional factors that are unique or special to Fresno County. These additional factors include, but are not limited to, the work force availability and characteristics; educational facilities; the presence of Fresno Yosemite International Airport, Class 1 Railroads, and a comprehensive highway network; cultural amenities, etc.

Deliverables: Draft Report by February, 2010.  
Final Report by April, 2010.

2. Working with the Fresno County High Speed Train Task Force and utilizing the criteria established for the Heavy Maintenance Facility by the Authority and other criteria, and with the assistance of limited area prescreening recommendations by the County of Fresno, the consultant will identify and evaluate potential sites in Fresno County for a high speed train HMF. These criteria include site size and configuration; connectivity to the highway road network; availability of public transit; connectivity to the electric power grid and other utilities; availability of water, storm and sanitary sewer systems; refuse removal; necessary zoning and use entitlement processes; hazardous material level 1 assessment, etc. The consultant will identify the positive and negative attributes of each site with regard to the HMF criteria and other criteria of importance, including ownership, title, parcelization and necessary land assembly, potential environmental issues including environmental justice concerns, compatibility with surrounding land uses, entitlements, and other initial property investigations that may bear on the feasibility of the site. The consultant will work with the Fresno County Task Force to identify a strategy to overcome any negative site attributes, including general cost estimates and funding strategies for the recommended improvements.

Deliverables: Draft Report by February, 2010.  
Final Report by April 2010.

3. Utilizing Technical Memoranda and other relevant information available from the Authority and other available sources, the consultant will work with the Fresno County Task Force and other community stakeholders in

the facilitation of a visioning process in which the architectural theme and design of a Downtown High-Speed Train Station will be developed. As the design of the Downtown Station will, in many respects, define the image of Fresno and the region, it is essential that the visioning process considers the diverse sectors and various interests as well as the values and perspectives of the community.

From this visioning effort, the consultant will then develop up to five (5) different design alternatives for a Downtown High-Speed Train Station. These conceptual designs will then be reviewed by the Fresno County Task Force, which will determine which design best meets the needs of the overall community and the Authority. Once a final design concept has been developed, the consultant will be responsible for developing a final rendering of the Downtown High-Speed Train Station that can ultimately be used in developing applicable construction documents and cost estimates.

Deliverables: Up to three (3) stakeholder meetings.  
Up to five (5) design alternatives by April 2010.  
Final design by June 2010.

4. The consultant will work with the Fresno County Task Force to identify strategies, such as options, contracts, or other means, to preserve location acquisition options until a HMF site is selected.

Deliverables: Draft Report by April 2010.  
Final Report by June 2010.

5. The consultant will work with the Fresno County Task Force to identify potential sources of supplemental funding for facility enhancements and/or inducements.

Deliverables: Draft Report by April 2010.  
Final Report by June 2010.

6. The consultant will assist the Fresno County Task Force and the Fresno COG and its member agencies in their review and comment on the project-level environmental document and other Authority documents as they relate to Fresno County, particularly with regard to the HMF, the Operations Center, and the Downtown Fresno Passenger Station.

Deliverables: Notes and Memoranda as appropriate.  
Ongoing from December 2009 through June 2010.

7. The consultant will participate in meetings of the Fresno County High Speed Train Task Force as appropriate.

Deliverables: Participate in up to four (4) meetings of the Task Force.  
Ongoing from December 2009 through June 2010.

**III. Project Coordination and Schedule**

The consultant will take primary direction from the Fresno COG Project Manager, implementing the direction of the Fresno County Task Force. It is intended that all work will be completed within seven (7) months of issuing a contract in accordance with the schedule component and that the consultant's work will begin immediately upon receiving a notice to proceed.

The selected consultant will best demonstrate the ability to deliver quality work on schedule and in a cost-effective manner, consistent with the tasks and deliverables in this RFP.

The consultant shall prepare draft and final reports. The draft report will include a summary and complete text and graphics in the full report as necessary. The draft report may be provided in PDF format or provide 7 copies of the draft final report to Fresno COG for review and comment.

Following comments the consultant shall modify the draft to create a final report. Ten copies of the final report shall be prepared and provided to Fresno COG. In addition a digital file of the final report shall be provided in PDF format

File copies of all correspondence, technical memoranda and reports should be delivered to the Fresno COG Project Manager on disk in MS Word 2003 and MS Excel 2003.

The consultant shall provide monthly progress reports to the Fresno COG Project Manager. These monthly status reports will include descriptions of work tasks completed that month, and will identify any issues that may affect project schedule or project deliverables.

The consultant shall provide four (4) final presentations, one each respectively, to the Fresno COG Policy Board, Fresno City Council, the Fresno County Board of Supervisors, and the Fresno County High-Speed Train Strategy Committee, the overarching committee of which the Fresno County High-Speed Train Task Force is one of several subcommittees. In addition, as necessary, the consultant will make presentations to the Fresno County High Speed Train Task Force.

All data, maps and all other materials prepared or collected under this contract will become the property of Fresno COG.

**Important Dates**

<b>Activity</b>	<b>Date</b>
Request for Proposals (RFP) Released	October 1, 2009
Deadline for Proposal Submittal	October 30, 2009
Interviews/Selection	Week of November 1, 2009
Policy Board Approval	November 19, 2009
Notice to Proceed - Subject to Contract Signing	November 30, 2009
Completion of Project	June 30, 2010

#### IV. PROPOSAL REQUIREMENTS

Special emphasis will be placed on timely completion of the work products by the prospective consultant. The Proposer will indicate actions that will be taken to ensure compliance with the schedule. Any suggested variations from the schedule will be indicated in the Proposer's response. Seven months have been allotted for project completion. Any extensions to the seven-month schedule will require a formal written request from the consultant to the Fresno COG project manager. The Fresno COG project manager and the Fresno COG High Speed Train Task Force will monitor the schedule to ensure proper and timely performance by the contractor.

Attached is a sample Project Schedule. We encourage proposers to use and modify the sample in the exhibit to streamline their proposal development and to make it easier for the reviewers to compare proposals. A digital spreadsheet version of the Exhibits can be found on the Fresno COG website at [www.fresnocog.org](http://www.fresnocog.org).

Respondents should develop a detailed schedule as part of their proposal. This schedule should show estimated completion dates for deliverables and presentations. The selected consultant will be expected to perform all work necessary to complete the scope of work. The consultant will take primary direction from the Fresno COG project manager and the Fresno COG High Speed Train Task Force. It is intended that all work will be completed within seven months of negotiating a contract in accordance with the schedule component and that the consultant's work team will begin immediately upon signing a contract.

##### Selection

Clarity, conciseness, familiarity with the HMF technical memoranda criteria, and technical design, engineering, and land development expertise are essential and will be considered in assessing the proposer's capabilities. Proposal content and completeness are important. All consultant proposals submitted in response to this request will be screened by a review committee. The committee will determine, through the screening process, which consultants will be invited to make formal presentations and be interviewed by the selection committee. The selection committee reserves the right to make a final selection without an interview.

One reproducible and seven copies of the proposal must be received at the Council of Fresno County Governments by **Friday, October 30, 2009 5:00 P.M. Pacific Standard Time**. Proposals not received by that date and time *will not be considered*.

#### V. PROPOSAL FORMAT

In order to simplify the review process and maximize the degree of comparative analysis, the proposal should be organized in the following manner:

##### A. Transmittal letter

The transmittal letter should be signed by an official authorized to bind the consultant contractually and will contain a statement to the effect that the proposal is a firm offer for 90 days. The letter accompanying the proposal will also provide the following: name, title, address, and telephone number of

individuals with the authority to negotiate and contractually bind the company. The transmittal shall contain a statement of understanding of the RFP.

**B. Table of Contents**

Include identification of the material by section and page number.

**C. Overview**

This section should clearly convey the consultants understanding of the nature of the work and the general approach to be taken to its performance. This section should include, but not be limited to, a discussion of the purpose of the project, the organization of the project effort, and a summary of the proposed approach.

**D. Detailed Work Plan**

The prospective contractor shall provide a schedule for completing the project, within the schedule set forth in this RFP. The schedule shall identify the major tasks to be undertaken and the time frame for each task.

This section should include the following components:

**1. Task Description**

Include a full description of each step to be followed in carrying out the project. The work description should be presented in sufficient detail (tasks, subtasks, etc.) to show a clear understanding of the work and the proposed approach.

**2. Deliverables**

A description of the format, content, and level of detail that can be expected for each deliverable.

**3. Schedule**

A schedule showing the expected sequence of tasks, subtasks, etc. should accompany the work description. Important milestones should be identified on the schedule.

**E. Management Approach**

This section should describe the firm's management approach. If the proposal is a team effort, the distribution of work among the team members should be indicated. Describe the organization of the management, the structure of the work assignments, and any specific features of the management approach that require special explanation. Designate by name the project manager to be employed who will oversee the project. **No substitutions of the identified project manager will be allowed without prior approval of Fresno COG.**

Include the name and qualifications of all professional personnel to be employed, a resume for each professional (included in an appendix), a statement indicating how many hours each professional will be assigned to the contract and what tasks each professional will perform. Staffing assignments should be specific

enough to demonstrate understanding of skills required and commitment of proper resources. **The selected consultant will not substitute members of the project team without prior approval of Fresno COG.**

## **F. Budget and Billing Format**

A cost analysis of the proposed budget will be done by COFCG staff. Under various circumstances the budget could be subject to Preaudit and/or the final cost subject to Post audit by COFCG or Caltrans division of Audits and Investigations. The allowability of individual items of cost will be determined by 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq. The Contractor will also be required to comply with 49 CFR, Part 18, and Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments. The contractor should have an accounting system capable of segregating direct cost from indirect costs per the above cited regulations. The Contractor and Subcontractors will comply with all applicable laws and maintain books, documents, papers, and accounting records for a period of three years from the date of the final payment.

### **1. Method of Payment**

The cost proposal must be prepared consistent with the method of services provided under this agreement and will be reimbursed by one of, or a combination of, the methods below. The proposer must clearly state the method used to prepare the cost proposal.

- Lump Sum payment
- Actual Cost plus Fixed Fee
- Specific Rates of Compensation

Lump Sum proposals will be paid per milestone of completed work or at the end of the contract upon acceptance of the final product. Actual Cost plus Fixed Fee agreements shall be billed at actual payroll costs and include a fixed fee for profit. In agreements reimbursed by Specific Rates of Compensation, billing rates containing a component for profit will be negotiated that will not change during the term of the contract.

### **2. Project Budget**

A maximum of \$100,000 has been budgeted for consultant services for this project.

### **3. Task Budget**

A schedule of estimated costs to complete each task should add down to the total cost of the project (see Table 1 & 2). The task budget should include a subsidiary breakdown by task of hours and billing rate charges. To ensure a full understanding of the resources committed to the project the schedule should clearly indicate the amount of hours key personnel will be used in each task.

#### 4. Budget and Cost Breakdown

The prospective consultant will prepare a detailed cost breakdown for the work to be performed during the project regardless of the method of reimbursement chosen. This will include all tasks required to complete the project including final reports and presentation.

**a. Direct Labor Costs** – A schedule of billing rates and hours worked by employee or category of employee is required of the prime contractor and all subcontractors. Billing rates shall be based on actual pay rates and should cover all costs associated with the employee (salary, benefits, and anticipated cost of living and/or merit increases during the term of the contract). Depending on the individual cost structure, overhead may be applied as a component of the billing rate or applied separately. The proposer should be prepared to validate billing rates with payroll registers, wage agreements, or other payroll documentation.

**b. Overhead Rates** – The overhead rate should include all indirect cost not readily assignable to cost objectives specifically benefited. Typically an overhead rate is calculated on a company or division wide basis by segregating expenses into direct cost and indirect cost categories and then dividing the indirect costs by a direct cost base such as direct labor to arrive at an overhead rate. The overhead rate is then applied on a contract by contract basis to recapture the indirect costs that are not chargeable directly to a final objective such as general and administrative, facilities, equipment, supplies, accounting, maintenance, materials, etc. Some cost structures may be broken into various overhead rates that are applied to different bases. The proposer should be prepared to provide supporting documentation such as prior agreements with government agencies or audits of prior year activities to validate overhead rates structures.

**c. Direct Cost** – Direct costs are those incremental costs that can be identified specifically with a particular final cost objective. Although in some instances direct cost and indirect cost may include similar categories, incremental direct cost attributable to final objectives must be separated and not included in the overhead calculation. All direct cost specifically attributed to the project and not included in the billing rates must be itemized by budget category to be eligible for reimbursement. Once contractually authorized, direct cost budgets may not be substituted without prior written consent of COFCG.

**d. Sub consultant Fees** – Sub consultants must provide the same cost data detail as the prime contractor (see Table I and Table 2).

**e. Fixed Fee** – A fixed fee is calculated as a basis of total direct and indirect costs. The State of California allows a 10% maximum fee.

**See Attachment D for Sample Cost Estimate**

**G. Insurance requirements**

Without limiting Fresno COG's right to obtain indemnification from the consultant or any third parties, the consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract:

1. Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name Fresno COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Fresno COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.
2. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident, and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.
3. Professional liability insurance of at least \$1,000,000.
4. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to Fresno COG. The consultant shall provide certification of said insurance to Fresno COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Fresno COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Fresno COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Fresno COG, its officers agents, and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self insurance, maintained by Fresno COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Fresno COG.

In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, Fresno COG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

## **H. Disadvantaged Business Enterprise (DBE) Certification**

**DBE Bidders Listing (Attachment B) must be completed for all contractors and subcontractors regardless of DBE affiliation.**

The COFCG fully anticipates that it will consistently meet and exceed its adopted DBE overall goal under 49 CFR Part 26 using Race-neutral measures exclusively.

Only DBE firms currently certified per 49 CFR Part 26 will participate as DBEs in our program. Such certification must be issued by Caltrans, FHWA, FTA, DOT, MPO, City, County, or State in accordance with 49 CFR Part 26.

COFCG will not deny award to contractors on the basis of DBE participation, who demonstrate that they have used good faith efforts to achieve DBE participation. Contractors selected on the basis of DBE participation must provide the following information with the initial proposal or before entering into a contractual agreement with COFCG:

1. The names and addresses of the DBE firms.
2. A description of the work each DBE will provide.
3. The dollar amount of participation by each DBE.
4. Proof of DBE certification.
5. Written confirmation that the DBE will participate.
6. If DBE participation is not achieved, evidence of good faith efforts must be provided.

Prime contractors are required to maintain records and document payments to all subcontractors for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative on COFCG, Caltrans, FHWA, or DOT. This reporting requirement also extends to any certified DBE subcontractor. The contractor shall maintain records showing the name and address of each subcontractor, the date of payment, and total dollar figure paid to each subcontractor.

COFCG will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, or local laws.

## **I. Conflicts of Interest**

The prospective contractor shall disclose any financial, business, or other relationship with Fresno COG that may have an outcome on the selection.

**J. Summary of Qualifications**

Proposals shall include a summary of the firm's qualifications, including resumes of assigned staff.

**K. Signing of Proposal/Authorization to Negotiate**

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

**L. Attachments**

Attachments to be included at the end of the proposal are as follows (as attached herein):

- Attachment A: Title VI Assurance
- Attachment B: DBE Participation
- Attachment C: Budget and Cost Breakdown

**VI. PROPOSAL SUBMITTAL**

**A. Preparation of Proposal**

The proposal shall be formatted in accordance with the requirements specified in *Section III: Proposal Requirements* of this RFP. Proposal forms shall be executed by an authorized signatory as described in *Section III-K: Signing of Proposal/Authorization to Negotiate*. All proposals shall be prepared by and at the expense of the proposer.

**B. Examination of RFP Document**

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period. The proposer shall also be responsible for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the work in the event the proposer is selected. Failure of the proposer to examine and inform itself in this manner shall be at the proposer's own risk and no relief for error or omission shall be given.

**C. Submission of Proposal/Period of Acceptance**

One reproducible master and seven copies of all proposals must be delivered to Fresno COG no later than **Friday, October 30, 2009 5:00 P.M. Pacific Standard Time**. Proposals will not be accepted after 5:00 p.m. PST. Postmarks will not be accepted. Proposals should be delivered to:

Clark Thompson, Project Manager  
Council of Fresno County Governments  
2035 Tulare Street, Suite 201  
Fresno, CA 93721

All proposals will remain firm for a period of ninety (90) days following the final date for submission. All proposals will become the sole property of Fresno COG and a part of its official records without obligation on the part of Fresno COG.

This RFP is not to be construed as a contract of commitment on the part of Fresno COG. Fresno COG reserves the right to reject all proposals, to seek additional information from each proposer, or to issue another RFP, if deemed appropriate.

**D. Modification or Withdrawal of Proposals**

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

All verbal modifications to these conditions or provisions are ineffective for proposal evaluation purposes. Only written changes issued by proposers to Fresno COG are authorized and binding.

**E. Rejection of Proposals**

Failure to meet the requirements for the request for proposals will be cause for rejection of the proposal. Fresno COG may reject any proposal if it is conditional, incomplete, or contains irregularities or inordinately high cost rates. Fresno COG may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals document or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

**VII. CONSULTANT SELECTION**

All consultant proposals submitted in response to this request will be screened by a selection committee. The committee will determine, through the screening process, which consultants will be invited to make formal presentations and be interviewed by the committee. **The selection committee reserves the right to make a final selection without an interview.**

The actual award of the contract will be by the Fresno COG Policy Board (tentatively set for the November 19, 2009 meeting). Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded by Fresno COG and executed by the Fresno COG designees.

## **VIII. PROPOSER OBJECTIONS**

A proposer may object to any of the terms or provisions set forth in the RFP's Scope of Work or to the selection of a particular proposer on the grounds that Fresno COG's procedures, the provisions of this RFP, or applicable provisions of federal, state, or local law have been violated or inaccurately or inappropriately applied by submitting Fresno COG a written explanation of the basis for the objection. Deadlines for submittal of objections are:

- No later than two weeks prior to the date proposals are due, for objections to RFP provisions; or
- Within three working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to proposer selection.

If the proposer does not state any objections, Fresno COG will assume that the RFP scope of services are acceptable to the proposer and have been fully factored into its response. If the proposer intends to negotiate with Fresno COG concerning any part of the Fresno-Madera Metropolitan Freeway/Interchange Deficiency Study scope of services that the proposer finds objectionable, the proposer must provide specific language in its response that will address or cure its objections.

## **IX. FRESNO COG RIGHTS**

Fresno COG may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the work described in this RFP.

Fresno COG reserves the right to:

1. Reject any or all of the proposals if it deems such action is in the public interest;
2. Issue subsequent Requests for Proposals;
3. Cancel the entire Request for Proposal;
4. Remedy technical errors in the Request for Proposals process;
5. Appoint an evaluation committee to review the proposals;
6. Seek the assistance of outside technical experts in proposal evaluation;
7. Approve or disapprove the use of particular subcontractors;
8. Establish a short list of proposers eligible for interviews after review of written proposals;
9. Negotiate with some, all, or none of the respondents to the RFP;
10. Solicit best and final offers from all or some of the proposers;
11. Award a contract to one or more proposers;
12. Accept an offer other than the lowest price offer; and

**13. Waive informalities and irregularities in proposals and the bid process.**

This RFP does not commit Fresno COG to enter into a contract, nor does it obligate Fresno COG to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. All proposals will be subject to public disclosure as required by the California Public Records Act.

Fresno COG reserves the right to investigate the qualifications of all firms under consideration to confirm any part of the information furnished by a proposer, or to require other evidence of managerial, financial, or other capabilities which are considered necessary for the successful performance of the contract.

**X. RFP QUESTIONS**

**All questions on the RFP should be submitted in writing by Friday, October 16, 2009 by 5:00 P.M. to:**

Clark Thompson, Project Manager  
Council of Fresno County Governments  
2035 Tulare Street, Suite 201  
Fresno, CA 93721  
clarkt@fresnocog.org

All questions and answers will be posted on the Fresno COG website at:  
[www.fresnocog.org](http://www.fresnocog.org)

**Attachment A**

**TITLE VI ASSURANCE**

The Council of Fresno County Governments, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or nation origin in consideration of an award.



**Attachment C**

**BUDGET AND COST SCHEDULE TEMPLATE**

	<i>(Name)</i>		<i>(Name)</i>		<i>(Name)</i>		<b>Total Task Hours</b>	<b>Total Task Cost</b>
	<i>(Role)</i>		<i>(Role)</i>		<i>(Role)</i>			
<b>TASKS</b>	<i>(Hourly Billing Rate)</i>		<i>(Hourly Billing Rate)</i>		<i>(Hourly Billing Rate)</i>			
<b>Task</b>	<b>Hours</b>	<b>Cost</b>	<b>Hours</b>	<b>Cost</b>	<b>Hours</b>	<b>Cost</b>		
<b>Tasks Subtotal</b>								

**DIRECT COSTS**

<b>Direct Cost</b>		<b>Amount</b>
<b>Direct Costs Subtotal</b>		

**SUBCONSULTANTS**

<b>Subconsultants</b>		<b>Total Cost</b>
<b>Subconsultants Subtotal</b>		

<b>PROPOSAL GRAND TOTAL</b>		
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Council of Fresno County Governments

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**Attachment D**

The hypothetical cost format example given below is to illustrate required components of the cost proposal only, and may have to be tailored to fit individual cost structures.

HYPOTHETICAL  
COST ESTIMATE

Table 1.- Direct cost by Task

Cost Items	Task 1	Task 2	Task 3	Total
1. Direct Labor	3,700	17,053	5,502	26,255
2. Overhead (___% of Line 1)	1,480	6,821	2,201	10,502
<b>Total Salary Burden</b>	<b>5,180</b>	<b>23,874</b>	<b>7,703</b>	<b>36,757</b>
3. Direct Expenses				
Telephone/FAX	35	28	15	78
Postage/Shipping	12	8	35	55
Graphics/Printing	11	11	75	97
Travel	350		500	850
Misc.	45	45	45	135
<b>Total Direct Expenses</b>	<b>453</b>	<b>92</b>	<b>670</b>	<b>1,215</b>
4. Subconsultant Fees *	4,244	22,276	2,726	29,246
5. Fixed Fee (___% of Lines 1,2,3)	764	1,524	1,132	3,420
<b>Total</b>	<b>10,640</b>	<b>47,766</b>	<b>12,231</b>	<b>70,638</b> 70,638

Table 2 - Project Task Costs by Key Personnel

Task No. and Description	Key Staff #1	Key Staff #2	Staff Support	Total Hours
Task 1. Establish Parameters	25	75		100
Task 3. Data Collection and Analysis		400	250	650
Task 4. Final Report and Presentation	15	50	175	240
<b>Total Hours</b>	<b>40</b>	<b>525</b>	<b>425</b>	<b>990</b>
Billing Rate	\$75.00	\$44.06	\$25.00	
<b>Memo Total</b>	<b>3,000</b>	<b>23,132</b>	<b>10,625</b>	<b>36,757</b>

\* Subconsultants must provide required cost components found in Tables 1 & 2