

Fresno County Airport Land Use Commission

Fresno County Airport Land Use Compatibility Plan Update

REQUEST FOR PROPOSALS

Released for review January 19, 2017

Proposals Requested By:

**Fresno Council of Governments
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Fresno County Airport Land Use Commission
REQUEST FOR PROPOSALS –
FRESNO COUNTY AIRPORT LAND USE COMPATIBILITY PLAN UPDATE
Fresno Council of Governments
Fresno, CA

INTRODUCTION

The Fresno Council of Governments is seeking a firm to update the Fresno County Airport Land Use Compatibility Plan for the Fresno County Airport Land Use Commission.

The Fresno Council of Governments (Fresno COG) intends to award a contract to a firm that will meet our qualification criteria and that has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the Fresno COG for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the Fresno COG's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to:

- (1) completion of the project within the timeframe provided;
- (2) no additional work authorized without prior written approval;
- (3) no payment without prior written approval;
- (4) funding availability;
- (5) termination of contract under certain conditions;
- (6) indemnification of the Fresno COG;
- (7) approval by the Fresno COG of any subcontractors; and
- (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The Fresno COG intends to award a contract substantially in the form of the Model Contract to the selected contractor.

ABOUT THE AIRPORT LAND USE COMMISSION OF FRESNO COUNTY

The ALUC protects the public health, safety and welfare around public use airports as outlined in accordance with state and local laws. ALUCs establish the policies on land uses around the airport, ensuring they are compatible with airport operations. This is done on an advisory basis. ALUCs also evaluate the compatibility of proposed local agency land use policy actions with the relevant provisions within associated Airport Land Use Compatibility Plans (CLUPs). They review individual development projects located within airport review areas of influence to ensure they are within the noise and safety standards and in accordance with state laws and the CLUP. The ALUC of Fresno County is staffed by the Fresno Council of Governments.

BACKGROUND

Previously, seven Fresno County Airport Land Use Compatibility Plans were adopted on varying dates as listed below:

- Coalinga Airport Land Use Policy Plan - 1994
- Fresno-Chandler Executive Airport Land Use Plan - 2000

- Fresno Yosemite International Airport Land Use Compatibility Plan - 2012
- Harris Ranch Land Use Plan - 1995
- Reedley Airport Land Use Plan - 2010
- Selma-Reedley-Firebaugh-Mendota Airports Land Use Plan - 1983
- Sierra Sky Park Land Use Plan - 1995

The Fresno County Airport Land Use Commission/Fresno COG was approved to receive a grant from the State California Transportation Commission's Aeronautics Acquisition and Development (A & D) Program Grant Funds for \$270,000, while Fresno COG provided a \$30,000 match.

FRESNO COUNTY ALUCP UPDATE – DRAFT SCOPE OF WORK PLAN

The Fresno County Airport Land Use Commission (ALUC) proposes to adopt an Airport Land Use Compatibility Plan (ALUCP) Update combining all seven existing plans. The following Draft Scope of Work, and Checklist of ALUCP Contents (Table 2A California Airport Land Use Planning Handbook 2011, page 2-7) includes a description of work to be performed by task, products that will be delivered as part of the update and responsibilities of the consultant, the Fresno County ALUC and the Fresno Council of Governments:

I. DRAFT SCOPE OF WORK

Phase 1 – Project Initiation (August 2016 – June 2017)

Task 1 – Scope of Work - (ALUC/Fresno COG/Airport Managers/Caltrans)

The scope of work includes the description of the work and product that will be delivered.

Task 2 – Requests for Proposals - (ALUC/Fresno COG/Airport Managers)

Fresno COG Staff will prepare an RFP to accept bids on the proposed combined update of Fresno County Airport Land Use Compatibility Plans into one document.

Task 3 – Select Consultant - (ALUC/Fresno COG/Caltrans)

COG Staff and the ALUC will review the submitted bids for selection of the consultant.

Task 4 – Grant agreement with State signed and executed - (Fresno COG/Caltrans)

Task 5 – Contract with consultant awarded and fully executed - (Fresno COG/Caltrans/ Consultant)

Phase 2 - Prepare Administrative Draft of Fresno County (FC)ALUCP and CEQA Document (June 2017 – January 2017)

Task 1 – Establish an Updated Database - (Consultant)

Consultant shall create an updated database of existing information about all public and private airports including, but not limited to, updates of airport utilization, noise contours, obstruction charts and safety zones.

Task 2 – Overall review and update of existing ALUCPs - (Consultant)

Review each ALUCP from airports within Fresno County and create an Introduction and Countywide Policy section for the new, combined document, simultaneously reviewing the October 2011, California Airport Land Use Planning Handbook and bringing the new plan's language into compliance.

Tasks 2.2 through 3.0 below must be completed for each of the following airports:

- Coalinga Airport
- Firebaugh Airport
- Fresno-Chandler Executive Airport
- Fresno Yosemite International Airport
- Harris Ranch Airport
- Mendota Airport
- Reedley Airport
- Selma Airport
- Sierra Sky Park Airport

The minimum information to be included for each task below is outlined in the Checklist of ALUCP Contents, Table 2A in the October 2011 California Airport Land Use Planning Handbook page 2-7 and 2-8.

2.2 Scope of the Plan

2.3 Airport Information

2.4 Compatibility Polices and Criteria

2.5 Compatibility Zone Maps

2.6 Review Policies

2.7 Preliminary Review of plans and Projects for Consistency Determinations

2.8 Land Use Information

2.9 Discussion of Compatibility Issues

3.0 Local Government Implementation

Task 3 – Review of Administrative Draft ALUCP - (ALUC, Fresno COG, Airport Managers/Caltrans)

Fresno COG Staff and the ALUC will review the Administrative Draft ALUCP and release it for review and comment by Airport Managers. Comments and corrections received will be forwarded to the Consultant and incorporated into the Public Draft ALUCP.

Task 4 – Prepare a Draft CEQA Document - (Consultant—as determined)

4.1 Consultant shall prepare an assessment containing sufficient information for Fresno COG Staff, in consultation with the consultant, to determine what type of environmental document is required for compliance with the CEQA prior to Plan adoption by the ALUC.

4.2 Upon agreement between the Fresno COG staff and consultant on the type of document staff anticipates (be it either a Negative or Mitigated Negative Declaration (MND)) the Consultant will prepare the appropriate CEQA document for receiving agency and public input on the scope of the study (such as a Notice of Preparation).

4.3 An administrative draft version of the Initial Study/ND, MND or Draft Program EIR will be prepared by the consultant for review by the Fresno COG and ALUC.

Phase 3 – Review of Public ALUCP and CEQA Document (February 2017 – June 2018)

Task 1 – Completion of Public Draft ALUCP - (Consultant)

Consultant shall address all comments and corrections and prepare Public Draft ALUCP.

Task 2 – Public Review of Draft ALUCP - (Fresno COG, ALUC)

2.1 Fresno COG Staff shall circulate Draft ALUCP and Draft CEQA Document for a minimum 30-day public and agency review process. Consultant will prepare a Notice of Availability and circulate the Draft CEQA Document to the State Clearinghouse for review.

2.2 During the minimum 30-day public and agency review of the Draft ALUCP, Fresno COG Staff will schedule, and the Airport Land Use Commission (ALUC) shall conduct, a public hearing to receive comments on the Draft Plan.

2.3 Fresno COG shall conduct two (2) public hearings with the Fresno County ALUC.

Task 3 – CEQA Notice of Determination - (Fresno COG)

3.1 Fresno COG staff shall cause to be filed the required CEQA Notice of Determination.

Task 4 – Prepare Final ALUCP and CEQA Document - (Consultant)

4.1 Consultant shall prepare Final ALUCP reflecting public, agency and ALUC comments as directed by the Commission and Fresno COG Staff.

4.2 Consultant shall prepare response to comments received.

Task 5 – Final ALUCP Adoption Hearing - (Fresno COG)

5.1 Fresno COG Staff will present the Updated Draft of the Fresno County Airport Land Use Compatibility Plan and Environmental Document to the Airport Land Use Commission for adoption at a noticed public hearing.

II. RESPONSIBILITIES

The completion of the update of the ALUC shall require a coordinated effort between ALUC Staff, Consultant, other local jurisdictions and airport managers who administer the public and private airports.

Fresno COG Staff shall:

- Administer the Consultant Agreement
- Coordinate cooperative interactions with governing bodies of local airport operators and Planning jurisdictions
- Assist the Consultant in conducting meetings and presentations to the Airport Land Use Commission
- Act as lead agency staff in the CEQA process

- Arrange public hearings
- Prepare the final recommendation to the ALUC and take all actions necessary to obtain final adoption of the ALUCP

Caltrans shall:

- Provide review and approval of the Consultant selected by the County
- Provide state level funding and budget as stipulated by the approved grant for:
 1. Adoption of the Fresno County ALUCP by the ALUC will constitute completion of the project for the purpose of final payment by Caltrans.
 2. Caltrans will approve the final Scope of Work, enter a grant agreement with Fresno COG, and review all subsequent work products.

Consultant shall:

- Be responsible for the development of the technical work as defined in the Scope of Work.
- Be responsible for preparing draft documents for review by Fresno COG staff and the ALUC
- Be responsible for preparing the environmental document, administrative, public and final documents in a Microsoft Word compatible version deliverable to the County upon adoption
- Coordinate with Fresno COG staff when obtaining information from local airport operators regarding airport operation information, and local planning departments regarding land uses in the vicinity of the individual airports
- Arrange and conduct a minimum of one (1) meeting with the Fresno COG, other local jurisdictions and private airport managers (Program Development Team- PDT)
- Assist with the presentations at public hearings for the adoption of the CEQA document and the ALUCP
- Provide 9 hard copies of the final ALUCP

Fresno COG NOTICES

Any questions related to this RFP are to be directed to the Fresno COG contact person identified on page 19 of this RFP. Do not contact other Fresno COG personnel, Airport Land Use Commission or selection committee members regarding this project or the selection procedures.

- A. All proposing firms responding to this RFP should note the following:
All work performed for Fresno COG and the Fresno County Airport Land Use Commission, including all documents associated with the project, shall become the exclusive property of Fresno COG.
- B. The selected firm is expected to perform and complete the project in its entirety.
- C. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Fresno COG.
- D. Contractors that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to Brenda Veenendaal, Contract Manager, 2035 Tulare Street, Suite 201, Fresno, CA 93722, telephone 559.233.4148. Debriefings

may be conducted via telephone, Email or during a face-to-face meeting at the Fresno offices in Fresno, California.

Companies that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Executive Director, 2035 Tulare Street, Suite 201, Fresno, CA 93722. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor capabilities, project characteristics and/or pricing features that were not included in the contractor's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto or within seven working days following the debriefing.

DISCLOSURE OF INFORMATION

All information and materials submitted to Fresno COG in response to this RFP may be reproduced by Fresno COG for the purpose of providing copies to authorized Fresno COG or ALUC personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

Project Schedule

Special emphasis will be placed on timely completion of the work products by the proposer. 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. 12 months has been allotted for project completion. Any extensions to the 12-month schedule will require a formal written request from the consultant to the Fresno COG project manager. The PDT will take appropriate action to ensure proper and timely performance by the contractor.

Respondents should develop a detailed schedule as part of their proposal. This schedule should show estimated completion dates for deliverables and public workshops. 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. It is intended that all work will be completed within 12 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.

Proposed Time Schedule

Activity	Date
Request for Proposals released	January 19, 2017
Deadline for submitting proposal questions	February 21, 2017
Deadline for proposal submittal	February 28, 2017, 4:00 p.m.
Oral interviews/selection process	Week of March 13-17, 2017
ALUC approval	April 2, 2017
Fresno COG Policy Board approval	April 27, 2017
Grant agreement signed and executed	May 1, 2017
Contract awarded and fully executed	June 15, 2017

Meetings and Presentations

In addition to meetings required to perform previously mentioned task activities, the consultant will facilitate and participate in the following meetings and presentations as outlined below.

- Meetings with the Fresno COG's project manager (as needed).
- Meetings with the Project Development Team (as needed).
- Up to two progress report presentations during the course of the study to the ALUC
- Public participation meetings (as determined to be necessary by the consultant).
- Presentation of Final Report to All Partnering Agency Boards/Councils (as requested)

III. PROPOSAL REQUIREMENTS

Proposal content and completeness are important. Clarity and conciseness are essential and will be considered in assessing the proposer's capabilities. 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 **February 28, 2017 at 4:00 p.m. PST.** Proposals not received by that date and time *will not be considered.*

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 consultant's 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 which 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 and the PDT.**

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 and the PDT.**

F. Budget and Billing Format

A cost analysis of the proposed budget will be done by Fresno COG 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. The budget for this contract is not to exceed \$300,000.

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 \$300,000 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.

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
Total Salary Burden	5,180	23,874	7,703	36,757
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
Total Direct Expenses	453	92	670	1,215
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
Total	10,640	47,766	12,231	70,638 70,638

Table 2 - Project Task Costs by Key Personnel

	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
Total Hours	40	525	425	990
Billing Rate	\$75.00	\$44.06	\$25.00	
Memo Total	3,000	23,132	10,625	36,757

* Subconsultants must provide required cost

components found in Tables 1 & 2

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 Fresno COG 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 Fresno COG:

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 Fresno COG, 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.

Fresno COG 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

IV. 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 nine copies of all proposals must be delivered to Fresno COG no later than **5:00 p.m. Pacific Standard Time on August 24, 2006**. Proposals will not be accepted after 5:00 p.m. PST. Postmarks will not be accepted. Proposals should be delivered to:

Brenda Veenendaal, Project Manager
Fresno Council of 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.

V. 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 section 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 October 26, 2006 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.

VI. 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.

VII. FRESNO COG RIGHTS

All proposing firms responding to this RFP should note the following:
All work performed for Fresno COG and the Fresno County Airport Land Use Commission, including all documents associated with the project, shall become the exclusive property of Fresno COG.

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.

VIII. RFP QUESTIONS

All questions on the RFP should be submitted in writing by February 21, 2017 to:

Brenda Veenendaal, Project Manager
Fresno Council of Governments
2035 Tulare Street, Suite 201
Fresno, CA 93721

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 businesses 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

TASKS	(Name)		(Name)		(Name)		Total Task Hours	Total Task Cost
	(Role)		(Role)		(Role)			
	(Hourly Billing Rate)		(Hourly Billing Rate)		(Hourly Billing Rate)			
Task	Hours	Cost	Hours	Cost	Hours	Cost		
Tasks Subtotal								

DIRECT COSTS

Direct Cost		Amount
Direct Costs Subtotal		

SUBCONSULTANTS

Subconsultants		Total Cost
Subconsultants Subtotal		

PROPOSAL GRAND TOTAL		
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