REQUEST FOR PROPOSAL

FOR FRESNO COUNCIL OF GOVERNMENTS
CIRCUIT PLANNER AND ENGINEER PROGRAM

Fresno Council of 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
The Fresno Council of Governments (Fresno COG) is soliciting proposals from consultants for the Circuit Planner and Engineer Program, which provides technical assistance to the 13 small cities in Fresno County. Such assistance could include, but is not limited to, planning studies, project deliveries, grant applications, environmental documents, and engineering services. This program is not meant to supplant contract planners and engineers that local agencies are currently working with, but rather complement those local planning arrangements.

Background

The Circuit Planner program originally began with the San Joaquin Valley COGs dedicating a portion of their Prop 84 funds to provide Circuit Planning services to the small cities in the Valley to help integrate Blueprint Smart Growth Principles into local planning. Due to the success of that program, Fresno COG initiated a Circuit Planner program to serve its smaller member agencies in 2013, and added a Circuit Engineer program in 2015 to assist with coordinating engineering activities associated with transportation project development. While these services are not intended to provide assistance with items such as a complete rewrite of general plans or development codes, we hope to provide assistance with integrating strategies found within Fresno COG’s Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) into local planning practices, continue integration of the “12 Blueprint Smart Growth Principles” into local planning endeavors, and help with other various roadblocks in the delivery of transportation projects.

The Fresno COG Circuit Planner and Circuit Engineer have historically been separate contracts, each in the amount of $50,000 per year. However, Fresno COG is merging the programs under one contract for Fiscal Year 2019-2020 with the combined contract amount of $100,000. Teams of consultants, or consultants that provide both planning and engineering services, are encouraged to submit proposals.

The primary objectives of this project include assisting Fresno COG member agencies with integration of Sustainable Communities Strategies (SCS) and Blueprint Smart Growth Principles into local planning processes, as well as coordinating transportation project development between local agencies and Fresno COG. These objectives will require the consultant to meet with staff of all 13 small cities to discuss how to best assist their needs. It is imperative that the selected consultant garner a solid understanding of the transportation project submittal, delivery, and implementation process. Another objective of this project is that the member agencies receive the maximum time and individualized assistance they deserve.

Some of the projects expected from the Circuit Planner and Circuit Engineer include addressing transportation-related land use planning issues associated with SCS and Blueprint integration and identification of project delivery issues and challenges that can be improved through a collaborative approach with the contracted engineering firm and/or local agency staff.

Additional example project types include, but are not limited to:

- Grant funding applications
- Traffic impact studies
- Safe routes to school studies/programs
- SB 743 compliance activities/processes
- Assistance with outreach related to transportation and land use projects
• Environmental documents
• Intersection studies
• Transportation policy development
• Bicycle and pedestrian studies and counts
• Traffic counts
• Parking studies

SCOPE OF WORK

1. Project Initiation and Progress Reports

The consultant will attend one face-to-face kick-off meeting with the Fresno COG Project Manager and staff to refine the scope of services, expectations, roles and responsibilities, and to develop a format for reports and other deliverables.

The consultant will prepare monthly progress reports that will be submitted with the monthly invoices. The monthly progress reports will address progress of work and the percentage of fee billed for the current month and for the overall project.

Monthly reports will include descriptions of the following:
• Member agencies contacted and status of their participation
• Work tasks requested by member agencies
• Work tasks completed
• Issues that may affect the project schedule or deliverables

Deliverables: Monthly Progress Reports.

2. Preliminary Needs Assessment

The consultant will contact and meet with each of the 13 small cities within 90 days of the start of the contract and document the following:
• Initial contact with all 13 small cities
• Designated project contact and relevant contact information
• Understanding of each agency’s service needs
• Description of each agency’s largest challenge(s) for transportation project submittal, delivery and implementation.

Deliverables: Report on each city based on the 4 items listed above.

3. Project Services

The consultant will develop and implement a work program for providing Circuit Planner/Engineer services for each of the participating member agencies.

The consultant will collaborate with the member agencies to provide assistance with transportation project development and implementation.

Deliverables:
• Consultant services related to assisting the participating cities with delivery of engineering projects to further the goals of the Blueprint Smart Growth Principles. The level of involvement will vary according to local needs and interests.
• Consultant to collaborate with local agencies; their engineering staff/consultant, their planning staff/consultant, and/or Fresno COG’s planning consultant (if applicable) to enhance the transportation project development process for Fresno County’s 13 smaller cities.
4. Final Report

The consultant will prepare a Final Report detailing all activities with each participating member agency.

**Deliverable:** Preparation of Final Report detailing all Circuit Planner and Engineer activities for each participating member agency.

**COORDINATION**

The consultant will take primary direction from the Fresno COG Project Manager. It is intended that all work will be completed within twelve months of negotiating 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.

File copies of all correspondence, technical memoranda, and reports should be delivered to the Fresno COG Project Manager on flash drive or electronically via email in Microsoft Word format. Ten hard copies of the final report should be made available upon completion of the project.

All data, maps and all other materials prepared or collected under this contract will become the property of Fresno COG. A monthly progress report should be provided to the project manager along with the invoice. The progress report should provide information on the work that has been completed previous month, and the work expected to be conducted in the coming month. A brief summary should be provided each month reporting the progress of each task (percent completion) and whether the task is on schedule and on budget. A biweekly meeting/conference call should be held between the consultant and the project manager to discuss the progress of the project and issues that need to be addressed.

**PROPOSED TIME AND SCHEDULE**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals released</td>
<td>Wednesday, May 1, 2019</td>
</tr>
<tr>
<td>Deadline for submitting questions</td>
<td>Friday, May 10, 2019, 4:00 P.M.</td>
</tr>
<tr>
<td>Deadline for proposal submittal</td>
<td>Wednesday, May 29, 2019, 4:00 P.M.</td>
</tr>
<tr>
<td>Selection process/oral interviews</td>
<td>The Week of June 17, 2019 (Tentatively)</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>July 2019 – Subject to COG Board approval and contract signing</td>
</tr>
<tr>
<td>Completion of project</td>
<td>June 2020 depending on COG Board approval and contract signing</td>
</tr>
</tbody>
</table>

**III. PROPOSAL REQUIREMENTS**

Clarity and succinctness are essential and will be considered in assessing the consultant's capabilities. Proposals that show creativity and new ideas will be highly considered. 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 (unbound) and five copies of the proposal plus an electronic copy on a CD or flash drive must be received at the Fresno Council of Governments by **Wednesday, May 29, 2019, 4:00 P.M. local time**. 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 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 Fresno COG staff. Under various circumstances the budget could be subject to Preaudit and/or the final cost subject to Post audit by Fresno COG 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 FCOG.

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

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

Table 2 - Project Task Costs by Key Personnel

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

* 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.

Fresno COG 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, an electronic file on CD/flash drive and five copies of all proposals must be delivered to Fresno COG no later than 4:00 P.M. local time on May 29, 2019. Proposals will not be accepted after 4:00 P.M. PDT. Postmarks will not be accepted. Proposals should be delivered to:

Meg Prince, 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 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. 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 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

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.

VIII. RFP QUESTIONS

All questions on the RFP should be submitted in writing by May 10, 2019 at 4:00 P.M. to:

Meg Prince, Project Manager
Fresno Council of Governments
2035 Tulare Street, Suite 201
Fresno, CA 93721
mprince@fresnocog.org

All questions and answers will be posted on the Fresno COG website at: https://www.fresnocog.org/business-fresno-cog/ by May 17, 2019.
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.
## DBE/WBE BIDDERS LISTING

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address</th>
<th>Project Budget</th>
<th>DBE Status</th>
<th>Age of Firm</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
<tbody>
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TOTAL BUDGET $1,234,567

1. All contractors/subcontractors bidding on the project must provide the requested information.
3. Bidders claiming DBE status must attach written affirmation that they will participate in the project.
4. Each bidder must designate if Gross Annual Receipts are greater than or equal to $750,000.
### BUDGET AND COST SCHEDULE TEMPLATE

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### DIRECT COSTS

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Direct Costs Subtotal

### SUBCONSULTANTS

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Subconsultants Subtotal

### PROPOSAL GRAND TOTAL

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