

REQUEST FOR PROPOSALS

**KARGO (Kern Area Regional Goods-movement
Operations) Sustainability Study Phase I:**

INTEGRATED CIRCULATION STUDY

Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301
(661) 861-2191

Additional background information on this proposal can be
found on the Kern COG website:

www.kerncog.org

refer to tab:

“Working with Kern COG”

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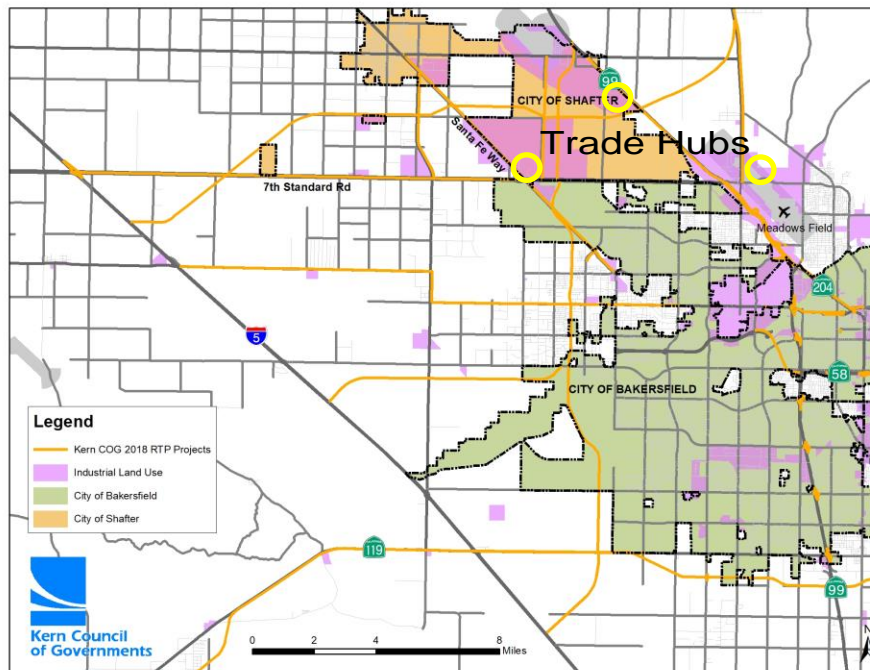
INTEGRATED CIRCULATION STUDY

September 6th, 2019

INTRODUCTION AND BACKGROUND

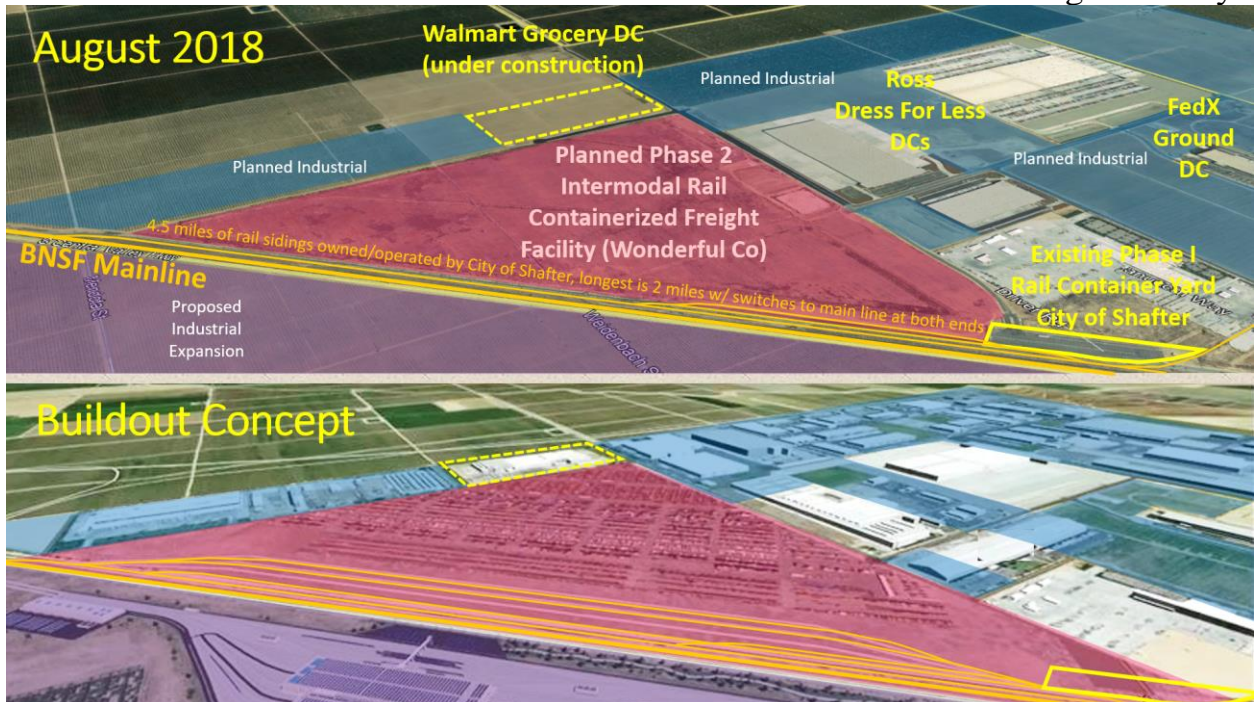
Kern Council of Governments (Kern COG) invites the submission of proposals for professional services to prepare an integrated circulation study for the cities of Bakersfield, California and Shafter, California and Kern County.

This Phase I KARGO Sustainability Study will focus on the goods movement corridors that connect to the trade hub on 7th Standard Road and Santa Fe Way. The trade hub consists of a large industrial/warehousing development along with multi-modal freight services. To the east of the trade hub is Meadows Field Airport which has expanding industrial and warehousing developments along its north and west.





Shafter BNSF Trade Hub – Planned Intermodal Rail Containerized Freight Facility



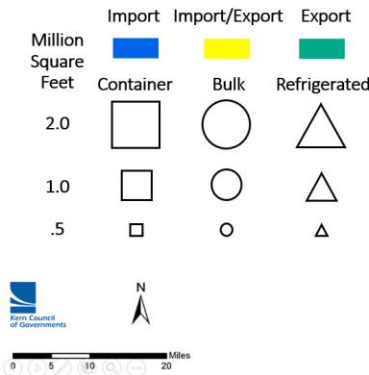
While the primary aspect of the Phase I Study will be to create an integrated circulation study that incorporates input from multiple agencies and should be a tool that will assist the cities of Bakersfield and Shafter, and the County of Kern in updating their circulation elements, a key focus of the study will be the importance of key corridors to the movement of goods in the region.

Major Facilities Around Metropolitan Bakersfield

Symbol sizes are proportional to the square footage at that facility.

Square footage data is for distribution centers, warehouses, processing, mining and energy facilities using Google Earth 2019.

Green areas are predominantly agriculture. Tan areas are predominantly oil production.



The study will build on the public outreach to the goods movement community held on May 1, 2019 by the Kern Transportation Foundation (KTF). Input was garnered from approximately 90 participants that helped rank sustainable goods movement transportation projects and strategies. Here is a summary of some of the information gleaned from that event:

KTF Public Outreach Event Notes – May 1, 2019

Ranked goods movement projects in the region:

1. 7th Std Rd – widen from Santa Fe Wy to I-5
2. 7th Std Rd/I-5 partial interchange, add connecting ramps to North
3. SR58 truck climbing lanes
4. Hageman Flyover
5. Centennial Corridor West
6. 58 E. of Mojave covert to full freeway (write-in)
6. Hanawalt Interchange (write-in)
7. Shafter N. corridor (beltway)
7. 99 widen N. to Lerdo Hwy
7. 99/65/Snow Rd/Knudsen ramp reconfiguration
7. Whisler Rd Interchange upgrade
7. 58/Tehachapi Blvd ramp upgrade
8. Renfro Rd grade separation
8. Shafter Inland Port
8. 46 grade separation at BNSF – widen
8. Wheeler Ridge Rd – widen
8. 119 widen

Wonderful Co – Shawn Rodden – Director of Transportation & Logistics

- Container load match between Ross and Wonderful Co Nuts & Pistachios Div. is already happening by agreeing on a common carrier
- Halos processing plant in Delano largest citrus plant in the world
- 65,000 TEUs per year

Port of LB – Joel Perler – Manager of Economic Development

- Combined LA/LB Ports have 40% of U.S. imports, Only North Am Complex in the Global Top 10 – all others are in Asia
- Kern \$851M, 456 tons passed thru the LA/LB ports support 4,320 Jobs
- Investing in more on dock rail

UP – Paul Marcinko – Economic/Industrial Development Manager

- Learn from Inland Empire. Kern region needs to reserve a location for a rail yard/hub(s)
- Getting a truck competitive price to the ports will be difficult
- UP is willing to look into providing service

Bakersfield Quality Dist. Ctr. (7th Std. & Sante Fe Wy) – Dee Allen, Pres.

- Importing by rail, bulk animal feed, oilfield supplies, etc.
- In the rail shipping volume does not help when there is 0 profit margin
- (Since event BNSF is connecting two sidings to create 5 mile siding)

Dollar General – Janelle Richards, Asst. GM (Tejon Ranch Commerce Ctr.)

- An East Coast co. DG is the largest/fastest growing retailer in the U.S.
- They are opening 1-2 DCs per year and more than 40 stores per year
- Their highest grossing store is in Cal City, Kern County.

Other comments:

- Incorporate clean technology & clean freight equipment into freight operations w/in the valley (distribution centers, etc.)
- Consider doing a truck license plate O/D survey using cameras, and/or big data purchase - use speed and travel time to help determine need, and grow existing observed data
- Consider using new statewide travel model see how circulation improvements in the region affect through truck travel (i.e. shift over to I-5 from SR 99 with Centennial Connector completed).

The Phase I KARGO Sustainability Study will also take advantage of the Draft AB 617 Community Emissions Reduction Program for Shafter by the San Joaquin Valley Air Pollution Control District (<http://community.valleyair.org/>). This Draft program has identified a strategy to create alternative routes for trucks that would avoid sensitive receptors. This circulation study will map out sensitive receptors and major truck routes, proposing “local truck only” and alternate “through truck” routes that minimize truck emission and re-entrained road dust impacts to sensitive receptors.

Note that Kern COG maintains a 4-step regional travel demand model (<https://www.kerncog.org/category/data-center/transportation-modeling/>) with 2015 validated truck mode and a regional traffic count program (<https://www.kerncog.org/traffic-counts/>) with over 400 annual classification count locations on non-state routes. The qualified candidate should demonstrate traffic planning expertise and be able to provide diagrams of each scenario run needed. Kern COG plans on providing all regional travel model runs in support of this contract.

This study is anticipated to be the first phase of a two phased study. Phase I. is a \$100,000 contract. Phase II. is not part of this contract. Phase II. is anticipated to be

a \$300,000 contract, subject to available funding and grant awards. Kern COG reserves the sole right to decide whether to award phase II. of the study to the winner of the phase I. study or re-advertise the phase II. study in a separate, future RFP. Phase II. study could include but is not limited to the optional tasks not completed as part of Phase I., and possibly a regional impact fee analysis for new warehousing.

The following section of the RFP describes services required, potential scope of work, consultant selection process, and the minimum level of information that must be included in all submitted proposals. The contract will be awarded without discrimination relative to race, religion, color, age, sex, or national origin.

PREVIOUS COMPLETED PLANNING EFFORTS

City of Bakersfield Circulation Element
City of Shafter Circulation Element
Kern County Circulation Element
Bakersfield System Study
Kern Transportation Foundation – May 1, 2019 Transportation Symposium
DRAFT AB 617 Community Emissions Reduction Program for Shafter

PURPOSE AND OBJECTIVES OF THE PROPOSAL

The KARGO Sustainability Study Phase I project is the first step in a broader goal to analyze strategies to address the growing industrial and warehousing industries occurring at the boarder of Bakersfield and Shafter along 7th Standard Road.

Currently Bakersfield, Shafter and the County have circulation elements that are lacking cohesion with one another. The primary goal of this phase I. project will be to work with Kern COG and these agencies and gather input from railroads, high-speed rail authority, Caltrans to develop a study which presents actionable ways (including but not limited to strategies identified in the AB 617 Shafter Program such as local truck only routes, roundabouts, multimodal freight corridors, etc.) for the agencies to incorporate changes to their circulation elements to make them more cohesive with one another, and to provide a framework for the analysis of added strategies to improve the sustainability of the growing trade hub in this region.

Strategies not able to be addressed by this study (ie. low and zero emission truck technology) will be incorporated in Phase II. of this study once funding is secured for it.

SCOPE OF SERVICES

Task 1- Project Management

The consultant shall manage project tasks, submit written monthly progress reports with invoices, and schedule bi-weekly phone calls with the Kern COG project manager. The monthly progress report shall document specific accomplishments of each task, identify percent completion by task, difficulties encountered, and any adjustments recommended in the project schedule.

Consultant will be responsible for scheduling, coordinating and preparing all of the necessary materials for Project Steering Committee (PSC) meetings throughout the duration of the project. PSC meetings will be held at the request of the Kern COG project manager. The consultant shall prepare meeting minutes that document all of the major points and actions taken at each PSC meeting and provide those notes to the Kern COG project manager within five days following each meeting.

Within one month from the time Kern COG issues the notice to proceed, the consultant will be required to coordinate the project kick-off meeting with all of the stakeholders present. It is anticipated that the consultant will make two presentations on the final report to both the Kern COG Transportation Technical Advisory Committee and the Transportation Planning and Policy Committee.

The consultant shall maintain all electronic and hard copy files pertaining to the project and shall provide Kern COG with an electronic version of all reports, technical memos, and backup data prior to completion of the study. This shall include a PDF version of the final report. The consultant and sub-consultants shall maintain consistent quality control procedures.

Task 2 – Current and Future Conditions

The consultant shall review the circulation element, “Transportation Program”, of the City of Shafter General Plan of 2005; the Circulation Element of the Metropolitan Bakersfield General Plan of 2002 (updated January 20, 2016), and the Circulation Element of the Kern County General Plan of 2009. Consultant shall also collect any updated data files from each agency related to their circulation elements. The consultant shall provide a summary of local, state, and federal standards related to circulation element planning (freeway design standards, interchange spacing standards, turning radii, etc.). Kern COG will provide a build out land use by transportation analysis zone for Shafter, Bakersfield and surrounding county areas based on 2018 RTP modeling.

Consultant shall review constrained and unconstrained projects (Tables 5.1 & 5.2) in the Kern COG 2018 RTP and collect data files related to proposed projects. Consultant shall collect data related to current railroad facilities and planned rail projects including high-speed rail.

From the review of the circulation elements and projects lists reviewed, the consultant shall develop an inventory of: maps, goals, objectives, issues, policies and projects.

Kern COG transportation modelers will work with the consultant to prepare existing and future base line traffic volumes and congestion data for comparing alternative scenarios.

Deliverables: Consultant shall prepare draft and final current and future conditions report with maps based on all data and reports collected.

Task 3 – Alternatives Analysis

Consultant shall prepare alternatives to be analyzed using the Kern COG regional travel demand model run by Kern COG staff. With the assistance of the consultant,

Kern COG will prepare a build out land use scenario for Shafter, Bakersfield and surrounding Kern County areas, build out of the General Plans in this area may be significantly beyond the 2042 horizon year modeled in the 2018 RTP.

Consultant shall prepare diagrams of each alternative to be modeled by Kern COG, not to exceed 20 alternative model runs and re-runs of the same alternative. Modeling will be performed by Kern COG modeling staff in support of the alternative analysis.

In consultation with stakeholders, the Consultant shall prepare a selection criteria. The criteria shall include health impact of truck traffic to sensitive receptors, total regional VMT, local/federal V/C standards and other criteria identified during the study process. Consultant shall prepare a comparison matrix (or other methodology) for the most promising alternatives and based on the comparison, recommend a circulation network that performs best for all criteria.

Deliverable: Consultant shall prepare draft and final reports on the alternatives analysis with maps, tables, figures, and a list of recommendations for each circulation element based the alternatives analysis, the California Office of Planning and Research General Plan Guidelines and latest best practices.

Task 4 – Integrated Circulation

Consultant shall prepare an integrated circulation map that incorporates planned projects from all data collected. Consultant shall prepare recommended enhancements or changes to each affected circulation plan that if implemented would make each circulation plan more cohesive with one another, eliminating conflicts. The plans shall also focus on elimination of impacts related to trucking in the region, and provide suggest mile connectivity improvements to the major distribution trade hubs in the study area. Consultant shall coordinate meetings to bring all agencies together to provide input and feedback on initial integrated circulation study findings.

On new alignments in areas not yet developed, the Consultant shall generate detailed specific planning lines for major corridors including right-of-way needed for interchanges and roundabout footprints. Some plan lines already exist (Westside Parkway to SR43, South & West beltway multimodal corridors. These footprints are meant to be planning level and Not more than a rough conceptual drawing of the to approximate the area needed for transportation facility. For example, using design guidelines one of the footprints would likely be for a freeway to freeway interchange at the Westside Parkway (future SR 58) and the West Beltway corridors. We estimate the need for 20 interchange and/or roundabout footprint diagrams in the study area.

Task 5 – Strategies (optional)

As resources allow under this Phase I contract, the Consultant shall analyze strategies that could improve the preferred scenario based on the identified criteria. For example:

Task 5A – Intermodal Rail – The Consultant shall modify the regional travel model by providing a script to analyzed the truck mode shift to rail if an intermodal facility were to be developed at one or more locations. Kern already has an intermodal facility in Delano run by Union Pacific called ColdConnect that takes refrigerated loads between California and the East

Coast in 5 days. This alternative would assume low/zero emission rail technology. Kern COG would run the modeling script on the preferred scenario.

Task 5B – Accelerate Adoption of Low/Zero Emission Trucks – The Consultant account for lower emissions by methods such as modifying EMFAC with a post processing spreadsheet. Kern COG would run the post processor on the preferred scenario.

Task 5C – Other strategies – The Consultant shall propose other actions to capture the effects of other strategies identified by the group as appropriate (economic benefit, drone technology, etc.).

Any of these optional tasks not included as part of the proposal may be included in a future request for proposals on Phase II.

Task 6 – Prepare Final Documentation

Consultant will prepare a draft report for review and comments. After comments have been either addressed or incorporated into the draft report, the consultant will prepare the final report for the study. The consultant will be responsible for preparing digital copies of the final report and the preparation of a final presentation that will be used to present the report to Kern COG.

COORDINATION

Kern COG is solely responsible and will be the sole point of contact for all contractual matters related to this project. The consultant shall take direction only from Kern COG and shall regularly inform Kern COG of project progress, any outstanding issues, and all project related matters.

Participating entities may also offer suggestions and/or recommendations regarding the project or elements of the project. While Kern COG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, the consultant shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from Kern COG. Unless otherwise directed, all oral and written communication shall be directed only to Kern COG. Any distribution of project related communication and information will be at the discretion of Kern COG.

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.

All data, maps and all other materials prepared or collected under this contract will become the property of Kern COG. Consultant will provide monthly progress reports to the Kern 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.

SCHEDULE

Activity	Date
Request for Proposals Released	September 10, 2019 (Tuesday)

Last Day to Submit Written Questions	September 24, 2019 (Tuesday)
Pre-Proposal Bidders Conference	If Needed – October 1, 2019 (Tuesday)
Deadline for Proposal Submittal	October 8, 2019, 5 PM (Tuesday)
Selection Process/Interviews	October 9-16, 2019
Final Cost Proposal & Scope Due	October 8, 2019, 5 PM (Tuesday)
Kern COG Board Approval	October 17, 2019 (Thursday)
Notice to Proceed	October 25, 2019 (Friday)

These dates are subject to change. Schedule updates will be posted on the Kern COG website: www.kerncog.org refer to tab: “Working with Kern COG.”

PROPOSAL REQUIREMENTS

Clarity and conciseness are essential and will be considered in assessing the proposer’s capabilities. Proposal content and completeness are important. A review committee of the PSC will screen all consultant proposals submitted in response to this request.

One reproducible, five copies, and one electronic copy of the proposal must be received at Kern Council of Governments **Tuesday, October 8, 2019, 5 PM.** Proposals not received by that date and time will not be considered.

1. Provide contact and email address

Proposers shall provide a contact person and email address to be used in responding to questions and for notification of updated RFP information.

2. Proposal Organization

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:

i. 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.

ii. Deliverables

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

iii. 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 Kern COG Project Manager.

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 the Kern COG Project Manager.

F. Budget and Billing Format

The PSC will do a cost analysis of the proposed budget. Under various circumstances the budget could be subject to Pre-audit and/or the final cost subject to Post-audit by Kern 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.

i. 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.

ii. Project Budget

A maximum of **\$100,000.00** has been budgeted for consultant services for this project.

iii. Task Budget (*Note: If proposal includes contracting for engineering and/or design services please see Consultant Selection section on p. 17 for instructions on submitting a sealed bid.*)

A schedule of estimated costs to complete each task should add down to the total cost of the project (see Attachment B). 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.

iv. Budget and Cost Breakdown (*Note: If proposal includes contracting for engineering and/or design services please see Consultant Selection section on p. 17 for instructions on submitting a sealed bid.*)

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 Kern COG.
- 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.

G. Insurance Requirements

Without limiting Kern 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 \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name Kern 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 Kern 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 against claims of Personal Injury (including injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
3. Professional liability insurance of at least \$2,000,000.
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 Kern COG. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Kern COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Kern 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 Kern 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 Kern COG.

In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, Kern 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

It is the policy of Kern COG, the California State Department of Transportation and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state or federal funds.

Consultant shall ensure that DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this contract. In this regard, Consultant shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and to perform subcontracts arising out of this contract. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or such other remedy Kern COG may deem appropriate.

During the period of this contract, the Consultant shall maintain records of all applicable subcontracts advertised and entered into germane to this contract, documenting the opportunity given to DBEs to participate in this contract, actual DBE participation, and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE subcontractor or vendor, and the total dollar amount actually paid each DBE subcontractor or vendor. Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Consultant, and shall be furnished to Kern COG.

I. Conflicts of Interest

The prospective contractor shall disclose any financial, business, or other relationship with Kern COG, or other entities such as the other MPOs involved in this project, 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: Budget and Cost Breakdown
- Attachment C: Detailed Scope of Work

PROPOSAL SUBMITTAL

1. Preparation of Proposal

The proposal shall be formatted in accordance with the requirements specified on **Page 6** in the Section titled “Proposal Requirements” of this RFP. Proposal forms shall be executed by an authorized signatory as described herein. All proposals shall be prepared by and at the expense of the proposer.

2. Examination of RFP Document

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including Attachment A and 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.

3. Submission of Proposal/Period of Acceptance

One reproducible master, five copies, and one electronic copy of all proposals must be delivered to Kern COG no later than 5:00 p.m. PT, **Tuesday, October 8. Cost proposals submitted to the local agency, if above the small purchase procurement threshold, must be sealed and may not be included as a criterion for rating such consultants.** Proposals will not be accepted after 5:00 p.m. Pacific Time. Postmarks will not be accepted. Proposals should be delivered to:

Ahron Hakimi
Executive Director
Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301

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 Kern COG and a part of its official records without obligation on the part of Kern COG.

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

4. 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 Kern COG are authorized and binding.

5. Rejection of Proposals

Failure to meet the requirements for the request for proposals will be cause for rejection of the proposal. Kern COG may reject any proposal if it is conditional, incomplete, or contains irregularities or inordinately high cost rates. Kern 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.

CONSULTANT SELECTION

The Brooks Act (40 USC, Section 1104) requires local agencies to award federally funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications. (23 CFR, Part 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the local agency, if above the small purchase procurement threshold, must be sealed and may not be included as a criterion for rating such consultants. After ranking, cost negotiations may begin with the most qualified consultant and only their cost proposal will be open. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant.

Refer to the Local Assistance Procedure Manual Chapter 10 for specific procedures and associated forms at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.

The selection of the consultant shall be in compliance with Title 23 U.S.C. §112(b)(2) which reads as follows:

(2) Contracting For Engineering and Design Services.--

(A) General Rule.—

Subject to paragraph (3), each contract for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services with respect to a project subject to the provisions of subsection (a) of this section shall be

awarded in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40.

(B) Performance and audits.—

Any contract or subcontract awarded in accordance with subparagraph (A), whether funded in whole or in part with Federal-aid highway funds, shall be performed and audited in compliance with cost principles contained in the Federal Acquisition Regulations of part 31 of title 48, Code of Federal Regulations.

(C) Indirect cost rates.—

Instead of performing its own audits, a recipient of funds under a contract or subcontract awarded in accordance with subparagraph (A) shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency, if such rates are not currently under dispute.

(D) Application of rates.—

Once a firm's indirect cost rates are accepted under this paragraph, the recipient of the funds shall apply such rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment and shall not be limited by administrative or de facto ceilings of any kind.

(E) Prenotification; confidentiality of data.—

A recipient of funds requesting or using the cost and rate data described in subparagraph (D) shall notify any affected firm before such request or use. Such data shall be confidential and shall not be accessible or provided, in whole or in part, to another firm or to any government agency which is not part of the group of agencies sharing cost data under this paragraph, except by written permission of the audited firm. If prohibited by law, such cost and rate data shall not be disclosed under any circumstances.

(F) Subparagraphs (B), (C), (D) and (E) herein shall not apply to the States of West Virginia or Minnesota.

The actual award of the contract will be by the Kern COG Transportation Planning and Policy Committee (tentatively set for the October 17, 2019 meeting). Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded by Kern COG and executed by the Kern COG designees. A subcommittee of the PSC will evaluate, interview and recommend the selected consultant to the Kern COG Transportation Planning and Policy Committee for approval.

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 Kern 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 Kern 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, Kern COG will assume that the RFP Scope of Work is acceptable to the proposer and have been fully factored into its response. If the proposer intends to negotiate with Kern COG concerning any part of the Scope of Work the proposer finds objectionable, the proposer must provide specific language in its response that will address or cure its objections.

KERN COG RIGHTS

Kern 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.

Kern COG reserves the right to:

- Reject any or all of the proposals at its sole discretion;
- Issue subsequent Requests for Proposals;
- Cancel the entire Request for Proposal;
- Remedy technical errors in the Request for Proposals process;
- Appoint an evaluation committee to review the proposals and make the selection based upon the written proposal only;
- Seek the assistance of outside technical experts in proposal evaluation;
- Approve or disapprove the use of particular subcontractors;
- Establish a short list of proposers eligible for interviews after review of written proposals;
- Negotiate with some, all, or none of the respondents to the RFP;
- Solicit best and final offers from all or some of the proposers;
- Award a contract to one or more proposers;
- Accept an offer other than the lowest price offer; and
- Waive informalities and irregularities in proposals and the bid process.

This RFP does not commit Kern COG to enter into a contract, nor does it obligate Kern 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.

Kern 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.

FORM OF AGREEMENT

No agreement with Kern COG is in effect until a contract has been signed by both parties. Attached to this RFP as Exhibit "D" is a sample agreement which is in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's proposal and any other modifications determined by Kern COG to be necessary prior to its execution by the parties.

The sample agreement included in this RFP is for informational purposes and should not be returned with a proposal; however, the proposal shall include a statement that the proposer has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to which the proposer takes exception and why. Raising of significant exceptions in a proposal, as determined in the sole discretion of Kern COG, may be cause for rejection of the proposer's proposal. Failure to submit specific exceptions to the terms and conditions of the agreement, shall be viewed as an acceptance of all of the sample agreements terms and conditions.

The selected Consultant will be required to execute an agreement with Kern COG for the services requested within 90 days of the award. If agreement on the terms and conditions of the contract that are acceptable to Kern COG including, but not limited to, compensation, cannot be achieved within that timeframe, Kern COG reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

DISPOSITION OF PROPOSALS AND PROPRIETARY DATA

All materials submitted in response to this RFP become the property of Kern COG. Any and all proposals received by Kern COG shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. Kern COG will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. If Kern COG receives a request for disclosure of public records, Kern COG shall notify the proposer of the request and allow the proposer a reasonable time to seek a protective order. If no such order is obtained, then Kern COG will release any public records as defined by the California Public Records Act.

Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that Kern COG does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted is labeled confidential or proprietary, the proposal shall include the following clause:

(legal name of proposer) shall indemnify, defend and hold harmless Kern Council of Governments of Kern county, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public

Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

RFP QUESTIONS

All questions on the RFP should be submitted in writing via email to:

braymond@kerncog.org

Ben Raymond, Project Manager
Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301

All questions shall be submitted no later than **September 24, 2019 (Tuesday)**. If need, on **October 1, 2019**, a Pre-Proposal Bidders Conference will be held at Kern COG, 1401 19th Street, Suite 300, at **11:00 AM**. This is a non-mandatory event. Written Questions submitted by **September 24, 2019 (Tuesday)** and any additional questions from the Bidders Conference will be answered and posted at <http://www.kerncog.org> refer to tab: “Working with Kern COG.”

Attachment A

TITLE VI ASSURANCE

Kern Council of 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 B

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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