

KERN COUNCIL OF GOVERNMENTS
(Kern COG)

REQUEST FOR QUALIFICATIONS (RFQ)

TO PROVIDE CONSULTANT SERVICES FOR
LOCAL ROAD SAFTEY PLANS.

Additional information, schedule changes, and responses to inquiries on this Request for Qualifications can be found on the Kern COG website:

www.kerncog.org

Refer to tab:

“Working with Kern COG”

DUE October 16, 2020

TIME Before 4:00 p.m.

KERN COG

Request for Qualifications (RFQ) to Provide: Consultant Services

Kern COG is issuing this Request for Qualifications (RFQ) to qualified firms to be used for Engineering and/or Planning Consultant Services for Local Road Safety Plans (LRSPs). Kern COG seeks a qualified consultant to work closely with Kern COG and participating city staff to prepare LRSPs for each participating city.

Kern COG will review responses to this RFQ and anticipates ranking the firms based on the firm's Statement of Qualifications (SOQ), experience, and history of performance using predetermined selection criteria.

The attached Exhibit "A" contains a general outline of the Scope of Work that may be performed under the agreement.

Consultants are specifically directed not to contact any Kern COG personnel, other than the Contact Person indicated below, for any purpose related to this RFQ. **Unauthorized contact of any Kern COG personnel may be cause for rejection of a consultant's SOQ.**

All inquiries concerning this RFQ should be directed to the following Contact Person:

Ed Flickinger
Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301

Envelopes/packages containing the SOQs are to be marked SOQ: "Local Roadway Safety Plans (LRSP) - Consultant Services" and delivered to:

Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301
Telephone (661) 635-2900

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by Kern COG upon notice to prospective consultants:

Issuance Date	August 21, 2020
Last day to submit Request for Information (RFI) from responding firms	September 21, 2020
Kern COG's response to Request for Information (RFI) inquiries	September 25, 2020
Statement of Qualifications (SOQ) Due Date.....	October 16, 2020
Statement of Qualifications (SOQ) Due Time	Before 4:00 p.m.

Due to the uncertainty of packages being delivered in a timely fashion by various delivery services due to the recent COVID-19 pandemic, the Statements of Qualifications (SOQ) may be postmarked by the deadline date as proof of submittal. Consultants can provide proof that the package was postmarked and mailed by the submittal deadline and they can email the proof to the

contact person. This will be considered as meeting the deadline due to the delays in delivery caused by the COVID-19 pandemic. Electronic submittals will not be accepted. Only hard copies will be submitted per the guidelines in the RFQ document.

Selection Process/InterviewsOctober 19-November 9, 2020
 Kern COG Board ApprovalNovember 19, 2020
 Notice to ProceedNovember 20, 2020

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I. GENERAL INFORMATION

A. Request for Qualifications/Rules for Competition

The competitive method used for this solicitation is known as a ‘Request for Qualifications’ (RFQ). Firms shall be ranked and selected according to their Statement of Qualifications (SOQ).

B. Requests for Additional Information and Site Visits

Inquiries regarding the RFQ shall be made in the following way:

By mail or e-mail to:

Kern COG

Attn: Ed Flickinger

1401 19th Street, Suite 300

Bakersfield, CA 93301

eflickinger@kerncog.org

Any Request for Information (RFI) inquiries shall be accepted no later than ten (10) working days prior to the SOQ due date. Written responses to the inquiries shall be issued no later than seven (7) calendar days prior to the RFQ due date.

C. Statement of Qualifications (SOQ)

Response to this solicitation will be in the form of a Statement of Qualifications according to the work described in section E below and the attached Exhibit “A”. The SOQ shall document the firm’s qualifications as they apply to the Scope of Work found in Exhibit “A”.

Kern COG will evaluate all responses using the evaluation criteria stated in Section F; sub-section 3 paragraph h below. The selection panel will consist of representatives from Kern COG and various participating cities. Composition of the selection panel is subject to change at the sole discretion of Kern COG. Firms will be ranked in numerical order based on the scoring of the firm in relation to the evaluation criteria.

D. Project Background and Description

Kern COG seeks a qualified consultant to work closely with Kern COG and participating city staff to prepare LRSPs for each participating city.

E. Consultant Scope of Work

Attached as Exhibit A is a sample scope of work is provided to give proposers an idea of Kern COG’s expectations for this project. It is anticipated that the final scope of work for this project will be a product

created through the negotiation process with changes based upon the professional input from the selected consultant.

The successful consultant(s) will work closely with Kern COG and participating city staff to prepare LRSPs for each participating city.

F. Statement of Qualifications Requirements and Format

In responding to this Request for Qualifications, the responding firm is expected to demonstrate knowledge, experience and ability to perform the scope of work and provide the services being requested. If the responding firm makes no response on a task, the evaluators will assume that the firm has no expertise in that area.

Cover must be titled:
**Statements of Qualifications (SOQ) for Local Roadway Safety Plans
(LRSP) For Consultant Services.**

1. General

a. The Statement (SOQ) shall be concise, well organized and demonstrate an understanding of the Scope of Work. (8 1/2 inches X 11 inches), inclusive of resumes, graphics, forms, photographs, dividers, front and back covers, cover letter, etc. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing.

b. The Statement (SOQ) will be evaluated in accordance with the required services indicated above and in the attached Exhibit "A".

2. Content

Elements of statements submitted in response to this RFQ shall be in the following order and shall include:

a. Executive Summary

Include a 1-2 page overview of the entire Statement of Qualifications describing its most important elements.

b. Identification of the Project Team

- Legal name and address of company

- Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member. Identify if the firm is the primary corporation or a subsidiary and, if a subsidiary, of what parent firm.

- Address(es) of office(s) working on the project.

- Name, title, address and telephone number of the person to contact concerning the submittal.

c. Experience and Technical Competence

The consultant shall describe his or her experience in completing similar consulting efforts. Identify the duration of time the firm has conducted business and the duration of time the firm has been performing services similar to those solicited under this RFQ.

- The consultant shall list five (5) successful projects of a similar nature completed in the last ten years - Limit: one page per project.

The name of the client, project manager, client references, valid telephone numbers, type of work performed, and the value of the consulting contracts shall be included.

- Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project they are listed under. Differentiate which work was performed by the responding firm, and which work was performed by the sub-consultants, if sub-consultants are proposed.

- Describe in detail, work the firm has directly performed on a maximum of four projects that shows a demonstrated ability to meet internal and project deadlines, budget constraints, major milestones and overall project schedules.

- Describe any litigation involvement in the last five years. List all publicly recorded legal actions stemming from performance of professional responsibilities in which the firm or individuals assigned to this project have been named (even if actions occurred under the employment of others). Specifically describe the outcome of all actions or declare the current status if litigation is pending.

d. Methods Proposed to Accomplish the Work

- Describe the operational/organizational approach of the firm to fulfill the scope of work and the goals of the project.
- Outline the basic technical procedures and the managerial approach which the project team leadership will adopt to incorporate these methods into the overall project effort.
- Provide assurance that adequate staffing is available to provide the services efficiently and in a timely fashion.
- Firms are encouraged to present suggestions that they believe will simplify the project and result in lower costs in the performance of the work.

e. Knowledge and Understanding of the Local Environment

- Describe the project team's experience working in the local environment. The environment may be defined as Kern COG's, other similar local agencies, and the State's policies, practices, design criteria and standards which will be drawn upon to accomplish the project.
- The consultant shall describe the local presence it has established for maintaining communication between the Kern COG's Project Manager and staff.

f. Project Organization and Key Personnel

The written SOQ must include a discussion of the consultant's staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles, and the name of the individual possessing a Professional Engineering license who will be overall in charge and responsible for coordination with Kern COG and participating cities.

- Indicate the role and responsibility of the prime consultant and all sub-consultants. Describe the ability of the firm to provide staffing continuity throughout the duration of the project.
- If applicable, indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting.

- Kern COG’s evaluation of the SOQ will consider the consultant’s entire team. Once proposed, no changes in the team composition will be allowed without prior written approval of Kern COG. Sub-consultant letters of commitment may be required.

- Identify proposed sub-consultants (if any) which will be retained to perform specified items of work listed in the Scope of Work.

g. Schedule of Fees

Kern COG has budgeted \$600,000 over a term of 12 months for this planning effort.

The actual fee will be negotiated with the selected firm(s). In the event that a fee for the required services cannot be negotiated with the selected firm(s), Kern COG reserves the right to discontinue negotiations, and begin negotiations with the next ranked firm(s).

The SOQ must include an **“Exhibit 10-H Cost Proposal”** which lists each personnel classification that will work on the project, and the hourly rate charged for each classification, including any sub-consultants. **The cost proposal forms must be submitted in a separate sealed envelope.** The negotiated fee will be based upon the number of hours each personnel classification works on the required services. It will be the responsibility of the consultant to outline an efficient schedule to accomplish the required services.

h. Exceptions to this Request for Qualifications

The consultant shall certify whether or not it takes any exceptions to this RFQ, including, but not limited to, the sample Standard Professional Services Contract, which is attached as Exhibit “B”. Any and all such exceptions must be clearly identified in the SOQ. The identification of significant exceptions in a SOQ, as determined in the sole discretion of Kern COG, may be cause for rejection of the consultant’s SOQ.

3. Selection Process

a. All SOQ’s received by the specified deadline will be reviewed by a Consultant Selection Committee. Each member of the Committee will evaluate each of the Statement of Qualifications according to the criteria stated in sub-paragraph h below.

b. Based upon the SOQ submitted, the Committee may select a short list of firms qualified for this project to participate in oral interviews.

c. Based upon the SOQ and any oral interview, the Committee will rank the finalists as to qualifications. The top ranked firm(s) will be the selected firm(s). Kern COG may enter into contracts with more than one qualified firm. Kern COG intends to select a minimum of one, and a maximum of two, qualified firms.

d. Consultants are advised that Kern COG, at its option, may award a contract strictly on the basis of the SOQ, and not create a short list of firms or conduct oral interviews.

e. The Committee, or a representative, will enter into negotiations with the selected firm(s). The negotiations will cover: scope of work, contract schedule, contract terms and conditions, technical specifications, and fees. If the Committee or representative is unable to reach an acceptable agreement with the selected firm(s), the negotiations will be terminated, negotiations with the next ranked firm(s) will be initiated, or a new procurement process will be initiated with a revised scope of work.

f. After negotiating a proposed agreement, Kern COG will recommend to the Kern COG Board that Kern COG enter into the proposed agreement(s) with the selected firm(s), but the Board is not bound to accept the recommendation or approve the proposed agreement(s).

g. Local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

h. The following is a list of general criteria that will be used by the Selection Committee in making its selection(s).

- 1) Operational/Organizational approach of the responding firm to fulfill the scope of work and the goals of the project (30%).
 - a) Capability of developing innovative or advanced techniques.
 - b) Logical and Functional organization of benchmarks for the completion of the Safety Plan.

c) Proposed methodology to determine statistically significant collision factors.

2) Project Understanding (30%):

- a) Comprehension of the Scope of Work
- b) Awareness of Kern COG's needs
- c) Familiarity with the project
- d) Knowledge of the California MUTCD and relevant Caltrans Standard Specifications.
- e) Knowledge of Federal and State Cost/Benefit calculation methodologies.

3) Experience (20%):

- a) Familiarity with scope of work required.
- b) Relevant technical experience
- c) Relevant projects completed
- d) Past performance on related assignments

5) Client References and Consultant Financial Responsibility (10%).

- a) Established a schedule that met the client's needs
- b) Completed the Project on schedule
- c) Completed the Project within the established Budget
- d) Consultant has policies to control Project Scope, Schedule, and Budget.

6) Project Team and Staffing Qualifications (10%):

- a) A combination of experience, education, and background in undertaking similar type projects. Include one (1) copy of an example of a relevant similar project in the RFQ packet. This document does not count towards the 35-page limit.
- b) Level of involvement by firm's principals

i. Kern COG reserves the right to reject any and all SOQ's and to waive informalities and irregularities in any SOQ received. Absence of required information may render a SOQ non-responsive, in the sole discretion of Kern COG, resulting in rejection of the SOQ.

j. Kern COG may, during the evaluation process, request from any consultant additional information which Kern COG deems necessary to determine the consultant's ability to perform the required services. If such information is requested, the consultant shall be permitted five (5) working days to submit the information requested.

k. An error in the SOQ may cause the rejection of that SOQ; however, Kern COG may, in its sole discretion, retain the SOQ and make any corrections it deems appropriate. In determining if a correction will be made, Kern COG will consider the conformance of the SOQ to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ. If the consultant's intent is clearly established based on review of the complete SOQ submittal, Kern COG may, at its sole option, correct an error based on that established content. Kern COG may also correct obvious clerical errors. Kern COG may also request clarification from a consultant on any item in a SOQ that Kern COG believes to be in error, and make corrections accordingly.

l. Kern COG reserves the right to select the SOQ which in its sole judgment best meets the needs of Kern COG. The recommendation by the Selection Committee, and the final selection of a consultant by the Kern COG Board, shall be based on any information and criteria the Selection Committee and Kern COG Board consider relevant, which may include criteria not listed in sub-paragraph above. **The schedule of costs is not a criteria for the initial selection(s) by the Selection Committee.**

m. All firms responding to this RFQ will be notified of their selection or non-selection in writing.

(1) All firms shall have seven (7) calendar days from the date of the written notice to submit any additional information **not previously submitted** to Kern COG representative for final consideration.

(2) Proposers may request a debriefing during the same seven (7) day time period. **No extension will be given.**

n. Kern COG employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a SOQ which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a SOQ who has such a relationship with a Kern COG employee who may be involved in the selection process shall advise Kern COG of the name of Kern COG employee in the SOQ.

o. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful

consideration paid to Kern COG employees, will be disqualified from the selection process.

p. The process, procedures and evaluation criteria used by Kern COG staff and the Selection Committee in developing and issuing this RFQ and evaluating the SOQ's received for purposes of completing the selection process shall be determined in the sole discretion of Kern COG. Potential consultants shall have no rights whatsoever regarding the processes and procedures used by Kern COG relating to this RFQ or the manner in which a consultant is selected by either the Selection Committee or the Kern COG Board, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

G. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of Kern COG, and Kern COG shall not pay for costs incurred in the preparation or submission of a SOQ. **Kern COG reserves the right to reject any or all SOQ's or portions thereof if Kern COG determines that it is in the best interest of Kern COG to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the consultant, in the sole discretion of Kern COG. Kern COG may waive **any** deviation in a SOQ. Kern COG's waiver of a deviation shall in no way modify the RFQ requirements nor excuse the successful consultant from full compliance with any resultant agreement requirements or obligations.

H. Time

Time and the time limits stated in this RFQ are of the essence of this Request for Qualifications.

I. Form of Agreement

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

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Kern COG,

the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The sample agreement included in this RFQ is for informational purposes and should not be returned with a SOQ; however, the SOQ shall include a statement that the consultant 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 consultant takes exception and why. Raising of significant exceptions in a SOQ, as determined in the sole discretion of Kern COG, may be cause for rejection of the consultant's SOQ.

The selected consultant(s) will be required to execute an agreement with Kern COG for the services requested within 20 business 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.

Consultant must identify and provide contact information in their SOQ of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between consultant and Kern COG.

J. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFQ, the scope of work may be amended, as determined in the sole discretion of Kern COG. Kern COG may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful consultant. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between Kern COG and the successful consultant, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

K. News Releases

News releases pertaining to any award resulting from this RFQ may not be made without prior written approval of the Director of Kern COG.

L. Payment Schedule

Periodic payments will be made to the consultant upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services.

M. Statutes and Rules

The terms and conditions of this RFQ, and the resulting consulting services and activities performed by the successful consultant, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California, and Kern COG.

N. Background Review

Kern COG reserves the right to conduct a background inquiry of each consultant that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a SOQ to Kern COG the consultant consents to such an inquiry and agrees to make available to Kern COG such books and records Kern COG deems necessary to conduct the review.

O. Organizational Conflict of Interest

Consultant warrants, to the best of its knowledge, that neither Consultant nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Consultant nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining Kern COG's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Consultant relating to this Agreement, Consultant shall immediately notify Kern COG, and attempt to present a suitable mitigation plan. Kern COG may, at its sole discretion, terminate this agreement in the event that Consultant has any actual or potential organizational conflict of interest. As used in this paragraph, **"Organizational conflict of interest"** means any relationship whereby Consultant has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

P. 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 23, 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 23, 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.

II. SOQ INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, SOQ's shall be made in accordance with the following general instructions:

1. The completed SOQ shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the consultant.
2. No oral, telephonic, telegraphic, e-mailed or faxed SOQ's will be considered.
3. The submission of a SOQ shall be an indication that the consultant has investigated and satisfied him/herself as to the selection process to be used by Kern COG, the conditions to be encountered, the

character, quality and scope of the work to be performed, and the requirements of Kern COG.

4. All SOQ's shall remain firm for one hundred and eighty (180) days from the SOQ submission deadline.

B. Business Address

Consultants shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed SOQ container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the consultant.

C. Corrections and Addenda

If a consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the consultant shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFQ.

If a consultant fails to notify the Contact Person prior to the date fixed for submission of SOQ's of a known error in the RFQ, or an error that reasonably should have been known, the consultant shall submit a SOQ at their own risk, and if the consultant is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by Kern COG interpreting or changing any of the items in this RFQ, including all modifications thereof, shall be incorporated in the SOQ. The consultant shall sign and date the Addenda Cover Sheet and submit same with the SOQ (or deliver them to Kern COG, 1401 19th Street, Suite 300, Bakersfield, CA 93301, if the consultant has previously submitted a SOQ to Kern COG).

Any oral communication by Kern COG's designated Contact Person or any other Kern COG staff member concerning this RFQ is not binding on Kern COG and shall in no way modify this RFQ or the obligations of Kern COG or any consultants.

D. SOQ SUBMITTAL REQUIREMENTS

Ten copies of the SOQ shall be submitted to the address indicated below. SOQ's submitted by email or facsimile are not acceptable and will not be considered.

Envelopes/packages containing the SOQs are to be marked:

delivered to: SOQ: “Local Roadway Safety Plan (LSRP) Consultant Services” and

Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301
Telephone (661) 635-2900

SOQ’s may be delivered in person, by courier service or by mail to the address indicated above. ALL SOQ’s MUST BE SEALED AND RECEIVED BEFORE 4:00 P.M. on October 16, 2020, at the above office and address. SOQ’s submitted after the above deadline will not be accepted. It is strongly suggested that any consultants intending to hand deliver a SOQ on the last day for submission arrive at the Kern COG third floor front desk at least ten (10) minutes prior to the SOQ receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the front desk of Kern COG will be the official time. Any SOQ received at or after 4:00 p.m. will be returned unopened.

Only one (1) SOQ may be submitted from each consultant. For purposes of this RFQ, a consultant is defined to include a parent corporation of the consultant and any other subsidiary of that parent corporation. If a consultant submits more than one (1) SOQ, all SOQs from that consultant shall be rejected.

SOQ’s are not publicly opened.

E. Withdrawal and Submission of Modified SOQ

A consultant may withdraw a SOQ at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the consultant or his/her authorized agent. The consultant must, in person, retrieve the entire sealed submission package. Another SOQ may be submitted prior to the deadline. A SOQ may not be changed after the designated deadline for submission of SOQ’s.

F. Confidential Information:

Proposers are cautioned that because Kern COG is a public entity, 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 CONFIDENTIAL INFORMATION IS SUBMITTED:

1. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A “CONFIDENTIAL” WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED “CONFIDENTIAL”.
2. Any documents labeled “CONFIDENTIAL” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“_____ (legal name of proposer) shall indemnify, defend and hold harmless Kern COG, 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.”

By:_____ Date:_____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

- (i) Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- (ii) Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

- (i) financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

- (i) All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- (ii) Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- (iii) Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

G. Disposition of SOQ's and Proprietary Data

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

Material designated as proprietary or confidential shall accompany the SOQ and each page shall be clearly marked and readily separable from the SOQ in order to facilitate public inspection of the non-confidential portion of the SOQ. 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 SOQ's.

EXHIBIT A

I. INTRODUCTION:

Kern Council of Governments (Kern COG) requests qualifications from qualified consultants for Local Road Safety Plans (LRSPs). The amount of the contract is **for a total of up to \$600,000 through December 31, 2021**. Funding in any fiscal year is subject to Kern COG Board approval in the annual budget.

An LRSP for each city is required to obtain future Highway Safety Improvement Program (HSIP) funding and accelerate attainment of the federal safety targets. The November 6, 2019 Transportation Technical Advisory Committee (TTAC) meeting discussed the option to have Kern COG hire a consultant that would develop LRSP documents for participating cities. The participating cities are as follows: Arvin, Bakersfield, California City, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. Participating cities applied for grant funding for their individual LRSP. Funding grants would then be pooled and transferred to Kern COG to hire one consultant to create separate plans for each participating city. The Kern COG consultant will rely on participating city staff for product development to ensure quality plans for each city.

See “Scope of Work” below for details on the anticipated tasks for this project.

Contracts will only be awarded to consultants that demonstrate they maintain an adequate financial management system and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

II. BACKGROUND:

Kern COG seeks a qualified consultant to work closely with Kern COG and participating city staff to prepare LRSPs for each participating city. This section is to be completed as “Scope of Work”.

The following sample scope of work is provided to give proposers an idea of Kern COG’s expectations for this project. These sample tasks are advisory only. Kern COG encourages proposers to provide a scope that demonstrates how they intend to best meet the objectives for this project. In developing the scope, the proposers should use their best judgment to maximize the resources available for this project.

III. PROJECT OBJECTIVE:

The consultant shall prepare one stand-alone Long Range Safety Plan for each participating City. The Final report shall comply with all required elements as outlined in the Caltrans guideline for this plan: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/local-roadway-safety-plans>

IV. SCOPE OF WORK

Consultant must show the ability to submit clear, concise, and accurate reports, memos, and proposals. Electronic versions of prepared reports are the preferred deliverable of this contract; however, paper copies may be required for large documents and figures. For large projects, up to three (3) hard copies will be required.

WORK TASKS:

Task 1: Establish a working group

A wide range of stakeholders from the "4E's" of highway safety should be encouraged to participate in developing the LRSPs. The 4E's refers to the engineering, law enforcement, education, and emergency response communities. These elements are also outlined in Caltrans Guidance: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/local-roadway-safety-plans>.

Stakeholders may include those with a passion for roadway safety such as parents and civic groups. Local agencies have seen success by designating a safety champion to lead development efforts and identifying a dedicated group of stakeholders to assist in managing the entire process across departments and agencies. This process normally includes planning, implementing, evaluating, and updating. The consultant will contact these groups of people and organize meetings for them to attend.

TASK 2: Identify Local Road Areas of Concern

The Common areas of concern are usually related to road attributes, vulnerable road users, special vehicles, and crash types. An example is shown in the table on the next page. Agencies can modify these to reflect their area of concern. Other examples include:

- All-terrain Vehicles
- School Zones

TASK 3: REVIEW CRASH, TRAFFIC, AND ROADWAY DATA

Stakeholders need to identify and compile relevant safety data to organize the information into categories that highlight an area of concern. These categories could be roadway characteristics, such as horizontal curves; vulnerable users, such as pedestrians; special vehicles, such as bicycles or school buses; or specific crash types, such as head-on crashes. Among the sources of data to include are local law enforcement records, State and local crash databases, local road traffic volumes, and roadway infrastructure records, if available. The consultant will acquire all such data. If data is not readily available, then safety data may become an area of concern of the LRSP, and objectives may include improving data collection.

The next step in developing the LRSP should be to select the areas of most concern related to causes of fatal and serious injury crash types on local roads for at least a 5-year period, similar to the example shown in the table in Task 4 below. The plan can also identify trends related to shifts in crash types (e.g., distracted driving crashes on the rise) and contributing factors.

TASK 4: ESTABLISH GOALS, PRIORITIES, AND COUNTERMEASURES

Consultant will assist stakeholders to define priorities and identify a safety goal (e.g., reduce 1 fatality and 10 serious injuries per year), identify countermeasures that correlate to each emphasis area, and include costs, benefits, and deployment levels for each countermeasure such that the safety goal is satisfied. Once stakeholders have agreed on safety countermeasures, the plan can isolate and recommend improvements at identified crash locations, corridors, intersections, etc. The plan should include an approach that may be considered spot, systemic, or comprehensive in nature.

- **Spot** countermeasures are applied at specific locations or roadway segments. An example of this would be reconstructing the 10 curves with the highest number of crashes.
- **Systemic** countermeasures are usually low-cost and deployed in a widespread manner. An example would be adding advisory speed plaques to all curves in a region.
- **Comprehensive** countermeasures can include a spot or systemic countermeasure with the addition of outreach and enforcement. An example would be a coordinated speed enforcement program with an accompanying outreach initiative.

Example of Local Road Crash Data for Fatal and Serious Injury Crashes

Fatalities						
Description	2007	2008	2009	2010	2011	Total
Aggressive Driving						
Following too close	0	0	0	0	0	0
Too fast for conditions	4	3	4	0	3	14
Speed limit exceeded	4	1	2	5	3	15
TOTAL for 3 conditions	8	4	6	5	6	29
Run-off-road crashes	3	3	3	3	3	15
Unrestrained Occupants ¹	5	4	4	3	6	22
Horizontal Curves	6	5	4	2	5	22
Alcohol and/or other drugs	4	5	5	4	3	21
Collision with Tree	1	3	3	4	2	13
Young Drivers – 15-20	2	3	2	1	2	10
Distracted Drivers	2	2	2	1	1	8
Motorcyclists killed	1	1	1	1	1	5
Intersection crashes						
Un-signalized	1	0	0	1	1	3
Signalized	1	0	0	0	0	1
TOTAL for Intersection Fatalities	2	0	0	1	1	4
Head-on Crashes						
Head-on – Non-Interstate	2	0	0	0	2	4
TOTAL Head-on	2	0	0	0	2	4
Pedestrians killed	1	1	1	0	0	3
Unlicensed drivers	2	0	0	1	0	3
Commercial Motor Vehicles	0	0	0	1	2	3
Collision with Utility Pole	1	0	0	0	1	2
Older Drivers – 55-75	0	0	0	1	0	1
Older Drivers – 76 or older	0	0	0	1	0	1
Work Zones	0	0	0	0	0	0
Bicyclists Killed	0	0	0	0	0	0
School Buses/School bus signal ⁴	0	0	0	0	0	0
Total						176

Serious Injuries						
Description	2007	2008	2009	2010	2011	Total
Run-off-road crashes	107	69	76	66	38	351
Horizontal Curves	83	59	75	47	41	305
Aggressive Driving						
Following too close	3	4	1	2	0	10
Too fast for conditions	60	43	46	32	30	211
Speed limit exceeded	14	5	10	8	5	42
TOTAL for 3 conditions	77	52	57	42	35	263
Unrestrained Occupants	50	46	44	28	19	187
Collision with Tree	46	36	42	27	23	174
Young Drivers – 15-20	37	37	36	21	18	149
Distracted Drivers	35	29	29	20	19	132
Alcohol and/or other drugs	29	20	34	17	15	115
Intersection crashes						
Un-signalized	11	11	3	2	5	32
Signalized	5	3	5	7	8	28
TOTAL for Intersection Serious Injuries	16	14	8	9	13	60
Head-on Crashes						
Head-on – Non-Interstate	22	12	12	4	8	58
TOTAL Head-on	22	12	12	4	8	58
Unlicensed drivers	22	9	10	8	4	53
Motorcyclists Seriously Injured	16	8	6	8	7	45
Collision with Utility Pole	7	9	10	12	5	43
Older Drivers – 55-75	8	3	2	3	9	25
Pedestrians Seriously Injured	9	3	3	4	5	24
Commercial Motor Vehicles	3	3	3	4	6	19
Older Drivers – 76 or older	5	3	1	0	2	11
Work Zones	0	0	0	2	0	2
Bicyclists Seriously Injured	0	2	0	0	0	2
School Buses/School bus signal	0	0	0	0	0	0
Total						2019

TASK 5: Prepare draft HSIP Applications for 2 projects for each participating city totaling 18 draft applications.

TASK 6: IMPLEMENTATION AND ASSESSMENT OF THE PLAN AND FINAL REPORT.

Overall, the LRSP should summarize the needs identified, the safety goal, emphasis areas, and a prioritized list of improvements or activities. Additionally, the plan can identify responsibilities and resources to carry out the plan. Items that may also be documented include the stakeholders and process used to develop the plan, successes realized through similar past or current efforts, and obstacles or challenges related to implementation. A working group, established by the consultant of city contract leads and stakeholder leaders, should monitor the plan to evaluate effectiveness and relevance over time and should adjust the plan periodically or as needed. The LRSP should include information on this evaluation.

- A draft customized LRSP report will be distributed to each participating city and a copy of each corresponding 9 draft LRSP reports for Kern COG for review by their staffs.
- The CONSULTANT will revise each draft based on comments compiled and provided by the participating city and Kern COG staffs. A copy of the final customized report will be distributed to each participating city and a copy of each corresponding 9 reports for Kern COG.

Consultant will provide all textual work products using MS WORD software. All data and reports may be shown on the KERN COG web site at the discretion of KERN COG staff.

Task	Deliverables
6	<i>18 Draft Reports</i>
6	<i>18 Final Reports</i>

The Statement of Qualifications must show the ability and means to perform, at a minimum, each aspect of the tasks listed above. SOQs that do not adequately reflect the ability to handle all tasks will be considered non-compliant.

III. DELIVERABLES

All deliverables will be delivered as established under Task 6.

IV. CONSTRAINTS TO PROPOSER’S APPROACH AND METHODOLOGY

- Location of work sites could be in remote locations throughout Kern County.
- Work sites may be subjected to extreme conditions.

V. COMMUNICATIONS

Consultant will provide names and contact information of staff that will have access to real-time information regarding the status of all projects currently assigned. Consultant will be responsive to all project inquiries. Kern COG staff, participating city staffs, and Consultant will schedule project meetings, as necessary.

The consultant will manage project tasks and submit written progress reports with invoices. The progress report will document specific accomplishments of each task, identify percent completion by task, and difficulties encountered.

Kern COG 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. Consultant will track the expenditures spent per city.

The consultant shall work with and consult with the staff of Kern COG and the participating cities on a regular basis. The consultant shall act as liaison with other agencies that may be identified during the study.

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 RFQ, and as requested by Kern COG's Project Manager.

VI. CONTACTS

All inquiries during the term of this Contract will be directed to the project representative identified below:

Local Agency Contract Administrator:

Name: Ed Flickinger
Phone: 661-635-2905
E-mail: eflickinger@kerncog.org

Consultant Project Manager:

Name: _____
Phone: _____
E-mail: _____

EXHIBIT B

SAMPLE CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS AND ???????

2020 Safety Plans

THIS CONTRACT, made and entered into on _____, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and, ??? hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, pursuant to the Joint Powers Agreement of November 4, 1970, creating Kern COG and the amended Joint Powers Agreement of May 1, 1982, Kern COG is authorized and empowered to employ consultants and specialists in the performance of its duties and functions;

WHEREAS, Kern COG issued a Request for Qualifications and CONSULTANT submitted a proposal concerning Consultant Services as needed for safety plans, as specified in the attached **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, CONSULTANT has submitted a cost proposal in response to Kern COG's Request for Qualifications, and said proposal is attached as **Exhibit "10-H"** and incorporated herein by reference; and

WHEREAS, CONSULTANT has represented that they have the qualifications, experience, and facilities for doing the type of work herein contemplated and has offered to provide the required services on the terms set forth herein; and

WHEREAS, Kern COG desires to engage CONSULTANT to provide the services described in **Exhibit "A"** on the terms set forth herein; and

WHEREAS, Consultant represents it is qualified and willing to provide such services pursuant to the terms and conditions of this contract;

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Scope of Work and Cost Proposal, all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by Consultant is specified for the delivery of products as specified in the Scope of Work, attached hereto as **Exhibit "A,"** and Cost Proposal, attached hereto as **Exhibit "10-H"**. During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Ed Flickinger
Consultant: ????

III. Term

Time is of the essence in this contract. The term of this contract is November 20, 2020 through December 31, 2021 unless an extension of time is granted in writing by Kern COG.

IV. Assignability

Consultant shall not assign any interest in this contract, and shall not transfer the same, without the prior written consent of Kern COG.

V. Contract Changes

No alteration or deviation of the terms of this contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

Kern COG may request, at any time, amendments to this contract and will notify Consultant in writing regarding changes. Upon a minimum of ten (10) days notice, Consultant shall determine the impact on both time and compensation of such changes and notify Kern COG in writing. Upon agreement between Kern COG and Consultant as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendments shall be binding on the parties if signed by Kern COG and Consultant, and shall be effective as of the date of the amending document, unless otherwise indicated.

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (**Exhibit "10-H"**). These rates are not adjustable for the performance period set forth in this Contract.

Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

CONSULTANT shall not commence performance of work or services until this contract has been approved by KERN COG, and notification to proceed has been issued by Kern COG'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

Consultant may bill and receive up to Six hundred thousand dollars (\$600,000), to be billed in accordance with **Exhibit "10-H,"** Costs. The total sum billed under this contract may not exceed including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

B. Progress Payments and Reports:

Progress payments are authorized under this contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify, by task, the percentage of contract work completed to date and since the date of the preceding billing, if any. Consultant shall be paid within 30 days following the receipt and approval of each billing by Kern COG. If Kern COG disputes any portion of a request for payment, Kern COG shall pay the undisputed portion of such request as provided herein and shall promptly notify Consultant of the amount in dispute and the reason therefore.

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 601.4 as identified on the FY 2020-2021 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

Consultant shall submit two copies of each invoice with adequate supporting documentation of work billed and costs charged by Task as defined in **Exhibit "A"**, to Kern COG, specifying those services which Consultant believes have been completed. The invoice shall specify: (1) hours worked multiplied times the billing rates authorized in **Exhibit "10-H"**, (2) an itemization of Other direct cost and/or subcontractor fees as agreed to in **Exhibit "10-H"**; (3) the total amount billed for the current period, (4) the total amount billed to-date for the project. (5) the retention amount withheld. The invoice shall include a written progress report adequately describing the services billed and provided, and summarizing the status of the PROJECT in regard to task completion, timelines, and budget.

Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (\$65/day meals; \$225/day accommodations) and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

Ten (10) percent shall be retained from each contract billing until the completion of the contract. This retention will be released to Consultant upon completion of contract and contract deliverables to the satisfaction of Kern COG.

E. Allowable Costs and Documentation:

All costs charged to this contract by Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. Consultant shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

VII. Progress Reports

Consultant shall submit progress reports, as described in **Exhibit "A"** and **Paragraph VI-B.** above. The purpose of the reports is to allow Kern COG to determine if Consultant is completing the activities identified in the Work Program in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

Consultant's Project Manager shall meet with Kern COG's Project Manager, as identified under **Section II**, as needed to discuss work progress.

VIII. Inspection of Work

Consultant, and any subcontractors, shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), and other participating agencies, the opportunity to review and inspect the project activities at all reasonable times during the performance period of this contract, including review and inspection on a daily basis.

IX. Staffing

There shall be no change in Consultant's Project Manager, or members of the project team, without prior written approval by Executive Director of Kern COG. The Project Manager shall be responsible for keeping Kern COG informed of the progress of the work and shall be available for no less than four (4) meetings with Kern COG.

X. Subcontracting

Consultant shall perform the work with resources available within its own organization, unless otherwise specified in this contract. No portion of the work included in this contract shall be subcontracted without written authorization by Kern COG. In no event shall Consultant subcontract for work in excess of fifty (50) percent of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing this particular type of work. All authorized subcontracts shall contain the same applicable provisions specified in this contract.

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

Kern COG may terminate this contract at any time by giving notice to Consultant of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of Kern COG, become its property. If this contract is terminated by Kern COG, as provided herein, Consultant shall be reimbursed for expenses incurred prior to the termination date, in accordance with the cost provisions of this contract. Consultant will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by Consultant on the date of termination of this contract.

B. Termination for Cause:

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Consultant violates any of the covenants, agreements, or stipulations of this contract, Kern COG shall thereupon have the right to immediately terminate the contract by giving written notice to Consultant of the intent to terminate and specifying the effective date thereof. Kern COG shall provide an opportunity for consultation with Consultant and a ten-day cure period prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Consultant under this contract shall, at the option of Kern COG, become the property of Kern COG. Consultant shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

XII. Compliance with Laws, Rules and Regulations

All services performed by the Consultant pursuant to this contract shall be performed in accordance and full compliance with all applicable federal, state or local statutes, rules, and regulations.

XIII. Conflict of Interest

A. Consultant, and the agents and employees of Consultant, shall act in an independent capacity in the performance of this contract, and not as officers, employees or agents of Kern COG.

B. No officer, member, or employee of Kern COG or other public official of the governing body of the locality or localities in which the work pursuant to this contract is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

- C. Consultant hereby covenants that it has, at the time of the execution of this contract, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this contract. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed.

XIV. Contingency Fees

Consultant warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Kern COG has the right to terminate this contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

XV. Copyrights

Consultant shall be free to copyright material developed under this contract with the provision that Kern COG reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, distribute, and to authorize others to use, and distribute for fee or otherwise, the work for any purpose. Consultant is subject to the duties of agency relating to rights in data and copyrights as set forth in 48 CFR 52.227-14.

XVI. Publication

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.
- B. The following acknowledgment of FHWA's participation must appear on the cover or title page of all final products:

"The preparation of this report has been financed, in part, through a grant from the U.S. Department of Transportation, Federal Highway Administration, under the authority of Section 148 of Title 23, United States Code (23 U.S.C §148)."

XVII. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact which is not disposed of by mutual agreement, shall be decided by a court of competent jurisdiction.

XVIII. Hold Harmless

Consultant agrees to indemnify, defend and hold harmless Kern COG and Kern COG's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and other counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent, reckless, or willful act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives, or breach of this Agreement. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

XIX. Insurance

Consultant, in order to protect Kern COG and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with Kern COG's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver Kern COG a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Kern COG not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or Kern COG as an additional insured.

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:

- A. 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.
- B. Comprehensive automobile liability insurance against claims of Personal Injury (including bodily 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.
- C. Professional liability insurance of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- D. 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.

Consultant shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

- A. The Commercial General Liability and Automobile Liability Insurance required in subparagraph A and B. shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- B. Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.
- C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- D. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- E. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-;VII" rating. Any exception to these requirements must be approved by the Kern COG.
- F. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

- G. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.
- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 170.405(b). During the performance of this contract, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Prior to any performance under this agreement, Consultant must review, sign and return to Kern COG a copy of the Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certifications ("**Certifications**") attached and incorporated here as **Exhibit "B"**, "Debarment and Suspension Certification." The signed copy of the Certifications shall be incorporated by this reference into the Agreement as if set forth in full herein.

- B. **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to Consultant under this contract until Consultant complies; and/or
 - 2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

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 23, 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 23, 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.

XXII. Audits

At any time during normal business hours, and as often as Kern COG, Kern COG's participating agencies, the California Department of Transportation, the Federal Transit Administration, the Federal Highway Administration, the Department of Labor, the Comptroller General of the United States, or other appropriate state and federal agencies, or any duly authorized representatives may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this contract for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this contract.

Project costs are subject to audit and approval for payment according to the eligibility requirements of the funding agencies. However, Kern COG shall not have the right to audit Consultant's fixed rates or fees, percentage multipliers, or standard charges. All project records shall be retained and access to the facilities and premises of Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes final payment under this contract.

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Mr. Ahron Hakimi,
Executive Director
Kern Council of Governments (Kern COG)
1401 19th Street, Suite 300
Bakersfield, California 93301

OR

??????????

XXV. Venue

If any party to this contract initiates any legal or equitable action to enforce the terms of this contract, to declare the rights of the parties under this contract or which relates to this contract in any manner, Kern COG and Consultant agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XXVI. California Law

Kern COG and Consultant agree that the provisions of this contract will be construed in accordance with the laws of the State of California.

XXVII. No Authority to Bind Kern COG

It is understood that Consultant, in its performance of any and all duties under this contract, has no authority to bind Kern COG to any agreements or undertakings with respect to any and all persons or entities with whom Consultant deals in the course of its business.

XXVIII. Nonwaiver

No covenant or condition of this contract to be performed by Consultant can be waived except by the written consent of Kern COG. Forbearance or indulgence by Kern COG in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Consultant. Kern COG shall be entitled to invoke any remedy available to it under this contract or by law or in equity despite any such forbearance or indulgence.

XXIX. Independent Contractor

Nothing in this contract shall be construed or interpreted to make Consultant, its officers, agents, employees or representatives anything but independent contractors and in all their activities and

operations pursuant to this contract, Consultant, its officers, agents, employees and representatives shall for no purposes be considered employees or agents of Kern COG.

XXX. Partial Invalidity

Should any part, term, portion, or provision of this contract be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be effected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

XXXI. Signature Authority

Each person executing this contract on behalf of Consultant represents and warrants that he or she is authorized by Consultant to execute and deliver this contract on behalf of Consultant and that this contract is binding on Consultant in accordance with the terms.

IN WITNESS WHEREOF, the Kern Council of Governments and ?????? have executed this agreement as of the date first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

Ahron Hakimi, Executive Director
Kern Council of Governments

XXXXX, Chair
"Kern COG"

APPROVED AS TO FORM:

CONSULTANT

Brian Van Wyk, Deputy
Kern County Counsel

Consultant

R

Exhibit "A"

Scope of Work

I. INTRODUCTION:

Kern Council of Governments (Kern COG) requests qualifications from qualified consultants for Local Road Safety Plans (LRSPs). The amount of the contract is **for a total of up to \$600,000 through December 31, 2021**. Funding in any fiscal year is subject to Kern COG Board approval in the annual budget.

An LRSP for each city is required to obtain future Highway Safety Improvement Program (HSIP) funding and accelerate attainment of the federal safety targets. The November 6, 2019 Transportation Technical Advisory Committee (TTAC) meeting discussed the option to have Kern COG hire a consultant that would develop LRSP documents for participating cities. The participating cities are as follows: Arvin, Bakersfield, Delano, Maricopa, Shafter, Taft, Tehachapi, and Wasco. Participating cities applied for grant funding for their individual LRSP. Funding grants would then be pooled and transferred to Kern COG to hire one consultant to create separate plans for each participating city. The Kern COG consultant will rely on participating city staff for product development to ensure quality plans for each city.

See "Scope of Work" below for details on the anticipated tasks for this project.

Contracts will only be awarded to consultants that demonstrate they maintain an adequate financial management system and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

II. BACKGROUND:

Kern COG seeks a qualified consultant to work closely with Kern COG and participating city staff to prepare LRSPs for each participating city. This section is to be completed as "Scope of Work".

The following sample scope of work is provided to give proposers an idea of Kern COG's expectations for this project. These sample tasks are advisory only. Kern COG encourages proposers to provide a scope that demonstrates how they intend to best meet the objectives for this project. In developing the scope, the proposers should use their best judgment to maximize the resources available for this project.

III. PROJECT OBJECTIVE:

The consultant shall prepare one stand-alone Long Range Safety Plan for each participating City. The Final report shall comply with all required elements as outlined in the Caltrans guideline for this plan: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/local-roadway-safety-plans>

IV. SCOPE OF WORK

Consultant must show the ability to submit clear, concise, and accurate reports, memos, and proposals. Electronic versions of prepared reports are the preferred deliverable of this contract; however, paper copies may be required for large documents and figures. For large projects, up to three (3) hard copies will be required.

WORK TASKS:

Task 1: Establish a working group

A wide range of stakeholders from the "4E's" of highway safety should be encouraged to participate in developing the LRSPs. The 4E's refers to the engineering, law enforcement, education, and emergency response communities. These elements are also outlined in Caltrans Guidance: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/local-roadway-safety-plans>.

Stakeholders may include those with a passion for roadway safety such as parents and civic groups. Local agencies have seen success by designating a safety champion to lead development efforts and identifying a dedicated group of stakeholders to assist in managing the entire process across departments and agencies. This process normally includes planning, implementing, evaluating, and updating. The consultant will contact these groups of people and organize meetings for them to attend.

TASK 2: Identify Local Road Areas of Concern

The Common areas of concern are usually related to road attributes, vulnerable road users, special vehicles, and crash types. An example is shown in the table on the next page. Agencies can modify these to reflect their area of concern. Other examples include:

- All-terrain Vehicles
- School Zones

TASK 3: REVIEW CRASH, TRAFFIC, AND ROADWAY DATA

Stakeholders need to identify and compile relevant safety data to organize the information into categories that highlight an area of concern. These categories could be roadway characteristics, such as horizontal curves; vulnerable users, such as pedestrians; special vehicles, such as bicycles or school buses; or specific crash types, such as head-on crashes. Among the sources of data to include are local law enforcement records, State and local crash databases, local road traffic volumes, and roadway infrastructure records, if available. The consultant will acquire all such data. If data is not readily available, then safety data may become an area of concern of the LRSP, and objectives may include improving data collection.

The next step in developing the LRSP should be to select the areas of most concern related to causes of fatal and serious injury crash types on local roads for at least a 5-year period, similar to the example shown in the table in Task 4 below. The plan can also identify trends related to shifts in crash types (e.g., distracted driving crashes on the rise) and contributing factors.

TASK 4: ESTABLISH GOALS, PRIORITIES, AND COUNTERMEASURES

Consultant will assist stakeholders to define priorities and identify a safety goal (e.g., reduce 1 fatality and 10 serious injuries per year), identify countermeasures that correlate to each emphasis area, and include costs, benefits, and deployment levels for each countermeasure such that the safety goal is satisfied. Once stakeholders have agreed on safety countermeasures, the plan can isolate and recommend improvements at identified crash locations, corridors, intersections, etc. The plan should include an approach that may be considered spot, systemic, or comprehensive in nature.

- **Spot** countermeasures are applied at specific locations or roadway segments. An example of this would be reconstructing the 10 curves with the highest number of crashes.
- **Systemic** countermeasures are usually low-cost and deployed in a widespread manner. An example would be adding advisory speed plaques to all curves in a region.
- **Comprehensive** countermeasures can include a spot or systemic countermeasure with the addition of outreach and enforcement. An example would be a coordinated speed enforcement program with an accompanying outreach initiative.

Example of Local Road Crash Data for Fatal and Serious Injury Crashes

Fatalities						
Description	2007	2008	2009	2010	2011	Total
Aggressive Driving						
Following too close	0	0	0	0	0	0
Too fast for conditions	4	3	4	0	3	14
Speed limit exceeded	4	1	2	5	3	15
TOTAL for 3 conditions	8	4	6	5	6	29
Run-off-road crashes	5	5	5	9	5	24
Unrestrained Occupants ¹	5	4	4	3	6	22
Horizontal Curves	6	5	4	2	5	22
Alcohol and/or other drugs	4	5	5	4	3	21
Collision with Tree	1	3	3	4	2	13
Young Drivers – 15-20	2	3	2	1	2	10
Distracted Drivers	2	2	2	1	1	8
Motorcyclists killed	1	1	1	1	1	5
Intersection crashes						
Un-signalized	1	0	0	1	1	3
Signalized	1	0	0	0	0	1
TOTAL for Intersection Fatalities	2	0	0	1	1	4
Head-on Crashes						
Head-on – Non-Interstate	2	0	0	0	2	4
TOTAL Head-on	2	0	0	0	2	4
Pedestrians killed	1	1	1	0	0	3
Unlicensed drivers	2	0	0	1	0	3
Commercial Motor Vehicles	0	0	0	1	2	3
Collision with Utility Pole	1	0	0	0	1	2
Older Drivers – 65-75	0	0	0	1	0	1
Older Drivers – 76 or older	0	0	0	1	0	1
Work Zones	0	0	0	0	0	0
Bicyclists Killed	0	0	0	0	0	0
School Buses/School bus signal ⁴	0	0	0	0	0	0
Total						176

Serious Injuries						
Description	2007	2008	2009	2010	2011	Total
Run-off-road crashes	107	69	76	66	38	351
Horizontal Curves	83	59	75	47	41	305
Aggressive Driving						
Following too close	3	4	1	2	0	10
Too fast for conditions	60	43	46	32	30	211
Speed limit exceeded	14	5	10	8	5	42
TOTAL for 3 conditions	77	52	57	42	35	163
Unrestrained Occupants	50	46	44	28	19	187
Collision with Tree	46	36	42	27	23	174
Young Drivers – 15-20	37	37	36	21	18	149
Distracted Drivers	35	29	29	20	19	132
Alcohol and/or other drugs	29	20	34	17	15	115
Intersection crashes						
Un-signalized	11	11	3	2	5	32
Signalized	5	3	5	7	8	28
TOTAL for Intersection Serious Injuries	16	14	8	9	13	60
Head-on Crashes						
Head-on – Non-Interstate	22	12	12	4	8	58
TOTAL Head-on	22	12	12	4	8	58
Unlicensed drivers	22	9	10	8	4	53
Motorcyclists Seriously Injured	16	8	6	8	7	45
Collision with Utility Pole	7	9	10	12	5	43
Older Drivers – 65-75	8	5	2	5	6	26
Pedestrians Seriously Injured	9	3	3	4	5	24
Commercial Motor Vehicles	3	3	3	4	6	19
Older Drivers – 76 or older	5	3	1	0	2	11
Work Zones	0	0	0	2	0	2
Bicyclists Seriously Injured	0	2	0	0	0	2
School Buses/School bus signal	0	0	0	0	0	0
Total						2019

- A draft LRSP report will be distributed to each participating city and Kern COG for review by their staffs.
- The CONSULTANT will revise each draft based on comments compiled and provided by the participating city and Kern COG staffs. A copy of the final report will be distributed to Kern COG and each relevant participating city department.

Consultant will provide all textual work products using MS WORD software. All data and reports may be shown on the KERN COG web site at the discretion of KERN COG staff.

Task	Deliverables
6	<i>18 Draft Reports</i>
6	<i>18 Final Reports</i>

The Statement of Qualifications must show the ability and means to perform, at a minimum, each aspect of the tasks listed above. SOQs that do not adequately reflect the ability to handle all tasks will be considered non-compliant.

III. DELIVERABLES

All deliverables will be delivered as established under Task 6.

IV. CONSTRAINTS TO PROPOSER’S APPROACH AND METHODOLOGY

- Location of work sites could be in remote locations throughout Kern County.
- Work sites may be subjected to extreme conditions.

V. COMMUNICATIONS

Consultant will provide names and contact information of staff that will have access to real-time information regarding the status of all projects currently assigned. Consultant will be responsive to all project inquiries. Kern COG staff, participating city staffs, and Consultant will schedule project meetings, as necessary.

The consultant will manage project tasks and submit written progress reports with invoices. The progress report will document specific accomplishments of each task, identify percent completion by task, and difficulties encountered.

Kern COG 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. Consultant will track the expenditures spent per city.

The consultant shall work with and consult with the staff of Kern COG and the participating cities on a regular basis. The consultant shall act as liaison with other agencies that may be identified during the study.

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 RFQ, and as requested by Kern COG's Project Manager.

VI. CONTACTS

All inquiries during the term of this Contract will be directed to the project representative identified below:

Local Agency Contract Administrator:

Name: Ed Flickinger
Phone: 661-635-2905
E-mail: eflickinger@kerncog.org

Consultant Project Manager:

Name: _____
Phone: _____
E-mail: _____

Exhibit "B"

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

- 1) The Consultant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in sub paragraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to Kern Council of Governments.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

(Consultant)

Date