

REQUEST FOR PROPOSALS

Kern Electric Vehicle Ready Communities Program Management Consultant

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

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

www.kerncog.org

Refer to tab

“Working with Kern COG”

REQUEST FOR PROPOSALS

Kern Electric Vehicle Ready Communities Program Management
Consultant

October 25, 2023

KERN ELECTRIC VEHICLE READY COMMUNITIES PROGRAM MANAGEMENT CONSULTANT

Kern Council of Governments (Kern COG) is soliciting proposals to engage a Program Management Consultant to carry out monthly, quarterly, semi-annual, and annual administrative, data collection and analysis, case study and reporting requirements within the Kern EV Ready Communities agreement between Kern COG and the California Energy Commission (CEC).

The intent of this RFP is to retain a consultant to work closely with the Kern COG EV Ready Communities Program Manager to help with reporting and invoice tasks. The successful proposer will work with as many as ten EV Charging Station sub-recipients to help keep station openings on track, visit the stations in-person to document they are operational and listed on the United States Department of Energy Alternative Fuel Data Center Station Locator, create a template for case studies for each site, ensure compliance with CEC grant requirements, support the review of subrecipient reports and invoices. Additionally, the Program Management Consultant will create a data collection template acceptable to the CEC and Kern COG. Data will be collected from the stations twice over a 12-month period and analyzed. The analysis will be included in a Final Project Report following CEC Guidelines. Operation and maintenance information will be collected from the site hosts and reported each six months following the station openings for a period of 12 months. Additionally, the Program Management Consultant may be asked to complete parts or all of a grant report to the CEC. Other Program Management duties may be requested during the agreement term, as necessary to ensure program success and may include providing a verbal report to the Kern COG Transportation Planning and Policy Committee, Board of Directors, or Kern COG advisory committees.

The successful candidate will be able to demonstrate subject matter expertise in electric vehicle charging station installations and operations, as well as data collection and analysis. The successful candidate will demonstrate exceptional project management experience, California State-Funded Program written report experience, knowledge of accounting principles, familiarity with government grant reporting requirements, demonstration of communication skills, and the ability to work with a team under the direction of a Program Manager.

INTRODUCTION

Kern COG in partnership with the Center for Sustainable Energy (CSE) developed the comprehensive and replicable 2019 Kern Electric Vehicle Charging Station Blueprint and EV Planning Toolkits to place Kern County on a pathway to achieve its Sustainable

Kern Electric Vehicle Ready Communities Program Management Consultant

Communities Strategy greenhouse gas emission reduction goals at an accelerated rate through high-impact transportation electrification projects.

Kern COG received a grant from the California Energy Commission in April 2021 and subsequently was awarded additional funding in June 2022 to fund the implementation of the 2019 Kern EV Charging Station Blueprint. Kern COG entered into a PRIME Agreement with the CEC that included Major Partners whose project budget awards of CEC funding exceeded \$100,000.

Goals of the PRIME Agreement:

The goal of the PRIME Agreement is to advance electrified transportation in and between Kern County communities in ways that provide convenient, safe, and clean transportation for a broad spectrum of residents.

Objectives of the PRIME Agreement:

The objectives of the PRIME Agreement are for Kern COG to (1) administer an effective and timely program to (2) install electric vehicle charging equipment and (3) allow Bakersfield College to expand their automotive technology training curriculum and to install equipment for hands-on training. Bakersfield College will be established as a leader in training the technicians of today for both the technology of today and the future.

(4) Through community awareness outreach, the public and private site hosts and communities will have an impact on EV adoption beyond their immediate locations and support electrified transportation options. (5) A pilot program will demonstrate electric Bicycles (eBikes) throughout thirteen disadvantaged communities in Kern County, and (6) Data will be collected from the operational EV Charging Stations, analyzed, and reported. (7) The 2024 Kern EVCS Blueprint update will include strategies for addressing equity in the deployment of EV infrastructure to support growth in the number of on-road EVs throughout Kern County.

Problem Statement

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction technologies. Kern County has 77 census tracts (51% of Kern's 151 census tracts) that are determined to be disadvantaged area communities, averaging a CalEnviroScreen 4.0 percentile score of 85.2% indicating they are severely burdened by pollution. Disadvantaged Area Communities (DACs) generally lack private investment and a capacity to develop clean transportation projects. Nonprofits and governments are often overwhelmed and capital-restrained in their efforts to support emission reduction efforts.

Community engagement is at the heart of the EV Ready Communities 2019 Kern EVCS Blueprint and its implementation. EV enthusiasts and other community groups were invited to participate in the 2019 Blueprint stakeholder group attending as their schedules allowed. Kern COG continuously solicits community input using a variety of methods, including community workshops and events, an annual telephone survey, an online survey, stakeholder groups, and Kern COG staff participation in community-based

Kern Electric Vehicle Ready Communities Program Management Consultant

efforts like the City of Shafter AB 617 Citizens Steering Committee or the Kern Transportation Foundation. Kern COG also works to include the Tejon Tribe in all transportation planning activities. This is likely to increase as the Hard Rock Hotel and Casino Project moves forward. Environmental Justice group representatives may take an active role in stakeholder groups, and all of Kern COG's committee meetings and public workshops. Our goal is to provide zero emission transportation options in Kern County disadvantaged communities that meet individual mobility needs.

The 2019 Kern County Electric Vehicle Charging Station Blueprint identifies four goals, 19 strategies, 21 high-impact charging station site locations and 6,648 charging spaces in a variety of vocations (Workplace, Multi-Unit Dwellings, Public and Destination) to accelerate the installations of electric vehicle charging stations to support and drive an increased market demand for electric vehicles throughout urban, rural, and disadvantaged communities within Kern County through the year 2025. The high-impact sites are located in each Kern COG member agency jurisdiction [Cities of Arvin, Bakersfield, California City, Delano, Maricopa, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, Wasco, and the County of Kern].

Kern Council of Governments is an association of city and county governments primarily created to address regional transportation issues. Its member agencies include the County of Kern and its 11 incorporated cities. As the federally designated Metropolitan Planning Organization (MPO) and Transportation Planning Agency for Kern County, Kern COG carries out studies and develops plans to meet the transportation and environmental needs of a diverse county population, serving urban and rural communities, residents, businesses, and travelers.

As the MPO for Kern County, Kern Council of Governments engages and collaborates with our member agencies, community benefit organizations, joint power authorities such as transit agencies, school districts, colleges and California State University, and public agencies including air districts, the California Air Resources Board, and Caltrans to address the mobility needs of individuals, private business, and public agencies throughout Kern County.

The agreement between Kern COG and the successful candidate may be subject to delay and/or to approval by the CEC of an amendment to the PRIME budget, scope of work and schedule of deliverables.

PURPOSE AND OBJECTIVE OF THE RFP

The objective of this RFP is to select a consultant who will:

- **Administrative Reporting:** *Assist Kern Council of Governments with the implementation of the Kern Electric Vehicle Ready Communities project funded by a grant from the CEC.*
 - *Preparing for Kern COG review and editing, prior to submission to the CEC: Monthly Call Reports, Quarterly Written Reports, and a Final CEC Project report. Final reports must meet CEC requirements such as ADA online accessibility and public information statements.*
 - *The Final Report will follow the CEC Final Report Template and capture all elements of the CEC Grant Funded EV Ready Communities projects including EV Charging Station deployment, Workforce Development, electric carshare, eBike Pilot, the 2024 Kern Electric Vehicle Charging Station Blueprint, outreach events and media campaigns.*
 - *Review invoices from site hosts for documentation, deliverables, and compliance with budget reporting, includes verifying site host vendors have been paid (using CEC emails and forms).*
 - *Provide, partner, or hire data collection and analysis, operations and maintenance reporting and technical report writing. Maintain confidentiality of site hosts as requested or required.*
 - *Provide, partner, or hire graphic services to represent technical and geographic maps, charts, images in analysis reports, final reports, case studies, media releases, staff reports, PowerPoint presentations, or other uses as determined by the Program Manager.*
 - *At the direction of the Program Manager, conduct interviews with the site hosts to ensure that their experiences are captured for the final report.*
- **EV Charging Station Site Host Support:** *Work with the Kern COG Program Manager and the EV Charging Station Site Hosts to ensure all grant agreement deliverables are completed, assisting site hosts as needed to complete the required forms and to provide appropriate documentation (equipment expense forms, EVITP Certifications, permits, site designs, electrical designs, photos, et cetera).*
- **EV Charging Station Site Host Reporting:** *Develop or modify a semi-annual reporting spreadsheet or other tool to be used by site hosts for reporting and by the consultant for analysis and reporting:*
 - *CEC EV Charging Station Data*
 - *EV Charging Station Operations and Maintenance Information*
 - *Site host electric vehicle and/or equipment ownership*
- **Communications:** *Communicate routinely with the Kern COG Program Manager and as frequently as necessary to complete the assigned tasks. Participate in the monthly call between Kern COG and the CEC Contract Agreement Manager (CAM).*

Kern Electric Vehicle Ready Communities Program Management Consultant

- *Engage with site host employees of public agencies and private businesses.*
- *Communicate clearly and directly via phone, an online meeting platform such as Microsoft TEAMS, emails, and written updates.*

SCOPE OF SERVICES

Task 1. Administration

As part of this task, the consultant will work with Kern COG Program Manager, staff, and Sub-Recipients for the period January 18, 2024 through December 31, 2025 (approximately 23.5 months). It will be expected that through the course of this agreement, the Program Management Consultant will become highly proficient and knowledgeable of California Energy Commission requirements, Terms and Conditions, reporting tools, budget and invoice requirements, and program goals related to the EV Ready Communities Program and the PRIME agreement.

Task 1.1 Consultant Agreement Administration

- A. Kern COG staff shall conduct an initial kick-off meeting with the consultant to discuss administration of the agreement including scope, schedule, budget, reporting, and invoicing. The meeting will take place no later than January 25, 2024.
- B. The consultant shall prepare monthly reports for the Kern COG Program Manager. Reports are due no later than the eighth (8th) day of each month.
- C. The consultant shall prepare invoices as frequently as monthly, and no less than quarterly.
- D. The consultant shall share any sub-agreements entered into with other entities working on the project at least ten (10) business days prior to executing the agreement.
- E. The consultant shall provide an itemized description and timeline of the proposed project schedule, using a GANNT chart or other spreadsheet for this purpose.
- F. The consultant shall use the CEC Schedule of Deliverables for its own deliverables.
- G. The consultant shall use the CEC eCAMS budget template as a Major Partner (budget in excess of \$100,000).

Task 1.1 Products:

- Kick-off Meeting Attendance and Meeting Notes; Kern COG provides the agenda
- Monthly Call Reports (Feb 2024 to November or December 2025)
- Quarterly Reports (April 2024 to October 2025)
- Consultant Sub-Agreements
- Invoices (as frequently as monthly, no less than quarterly)
- Project Schedule
- Gantt Chart or another Spreadsheet Schedule (February 2024 to November 2025)
- Consultant eCAMS Schedule of Deliverables updated as necessary
- Consultant eCAMS Budget Template

Task 1.2 Consultant Administration Activities as Program Management Consultant

- A. Kern COG collects monthly reports from all but one sub-recipient (who reports quarterly), due on the eighth (8th) day of each month. The Program Manager will share all reports and documents with the consultant. The consultant will draft a Monthly Call Report, using the provided template, and send the document to the Program Manager no later than the Friday before the third Tuesday of each month.
- B. The consultant will participate in the Monthly Call between the Kern COG Program Manager (PM) and the California Energy Commission (CEC) Contract Agreement Manager (CAM), currently scheduled on the third Tuesday of each month. The Monthly Call Report Form is edited to capture the details and action items arising during the call. The form is completed the day of the call and returned to the PM.
- C. The consultant will be responsible for reviewing invoices submitted by the sub-recipients (except their own) as directed by the PM. The tasks include but are not limited to ensuring that the invoices match the sub-recipient budgets, all deliverables are met and documented as covered by the invoice, matching funds are demonstrated, permits are secured and approved, and all expenses are documented. The consultant may be called upon to assist with budget amendments, if necessary to secure CEC payments.
- D. Kern COG and the CEC are working to amend the PRIME agreement. When executed, the subrecipient agreements or Memorandums of Understanding will need to be revised to extend the termination date, update the Schedule of Products, and perhaps a few other changes. The PM may ask the consultant to assist with the agreement updates, for as many as twelve (12) subrecipients.
- E. The consultant will prepare a written Quarterly Report on Site Host Sub-Recipient Activities using a provided CEC Template so that the PM can integrate the Site Host activities with a written Quarterly Report documenting all sub-recipient efforts (Workforce, eBike Pilot, 2024 EVCS Blueprint).
- F. The consultant may be asked to participate in a Critical Project Review Meeting and/or the Final Meeting held at the request of the CEC CAM.
- G. The consultant will work with the PM to prepare a written Final Report on the EV Ready Communities Grant ARV-020-01 using the provided CEC Template and following the provided schedule. The consultant's deadlines will be no less than 30 days in advance of the deadline for Kern COG to submit the report to the CEC. This suggests the following schedule (dates subject to change, to align with Kern COG staff and committee review schedules):
 - a. Draft Outline of the Final Report: August 4, 2025
 - b. Final Outline of the Final Report: September 4, 2025
 - c. Draft Final Report: September 17, 2025
 - d. Final Report: November 19, 2025

Task 1.2 Products:

- Monthly Call Reports before and after the call (February 16, 2024 to November 14, 2025 or December 12, 2025)
- Quarterly Reports (April 10, 2024 to October 10, 2025) *dates subject to CEC*
- Sub-recipient invoices reviewed (as frequently as monthly, no less than qtlly.)
- CEC Schedule of Deliverables updated as necessary
- Final Report Schedule:
 - Draft Outline of the Final Report: August 4, 2025
 - Final Outline of the Final Report: September 4, 2025

- Draft Final Report: September 17, 2025
- Final Report: November 19, 2025

Task 2. EV Charging Station Installations and Operations

The goal of this task is to install a minimum of thirty-two Level 2 and four Direct Current Fast Charging EV chargers at a minimum of ten sites.

To date, Kern COG has entered into agreements with ten site hosts to procure, install, and operate thirty-eight Level 2 and eight Direct Current Fast Charging electric vehicle chargers at a minimum of ten sites. A list of the sites is posted with this RFP.

As of this posting two sites are open and operating in the City of McFarland and at the Best Western Plus Inn in the City of Taft.

The Consultant shall work with the site hosts to provide support to move the station installations forward so that all are operational by June 2024. The consultant shall continue to work with the site hosts on data collection for the EV Charging Stations and for operations and maintenance information.

The Consultant shall document that the site hosts:

- Deliver site maps and design project details, including complete schematics on the EV charging station site and electrical design.
- Obtain any required permits and comply with all applicable federal, state, and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as and permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project. *These are often provided with the monthly report. Several have already been provided by site hosts.*
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers, **if publicly accessible. If for private use only, data collection devices may be used in place of networking, so long as the data collection is sufficient to meet Usage and Operation Report requirements.**
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.

Kern Electric Vehicle Ready Communities Program Management Consultant

- Complete a CEC Equipment Form for equipment in excess of \$5,000; subcontractor 'zero-balance' payment email and verification, any other forms requested by the CEC CAM.
- Conduct three outreach activities, including media releases and events.
 - Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- See Task 7: Complete the semi-annual Electric Vehicle Supply Equipment (EVSE) usage report six months and twelve months following the station opening.
- See Task 7: Complete the semi-annual Operations and Maintenance report six months and twelve months following the station opening.

The PM may ask the consultant to:

- Coordinate with site hosts throughout the process from design through launch, if any site hosts request such assistance.
- Draft a memo confirming that the site host owns the equipment, and they will continue to operate the equipment through the end of the project.

Task 2 Products:

The consultant will track and ensure that all site hosts are meeting their required work products.

- Site maps and design information for charging stations for ten host sites
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - Photos of each site
 - Proof of charger availability via the US DOE Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers
- Equipment Form for equipment in excess of \$5,000; subcontractor 'zero-balance' payment email and verification, any other forms requested by the CEC CAM.
- Outreach materials, photos, presentations, agendas, minutes
- See Task 7: Semi-annual EVSE usage report. NOTE: These report dates will be staggered based on the date the station becomes operational.

At the direction of the PM, the consultant may be asked to send the site host a standardized memo regarding next steps, missing deliverables, forms, invoices, remaining deliverables,

Task 3. Workforce Development

The consultant may be asked to share Kern Community College District and EVITP.org course information with the charging station site hosts.

The consultant will be asked to include the Workforce Development project report that includes information on station operations, curriculum developed and taught, and student enrollment.

Task 3 Products:

- Workforce Development Report or Section included in the Final Project Report

Task 4: Outreach

Task 4.1: EV Charging Station Site Host Outreach

The consultant may be asked to coordinate an EV Charging Station outreach media event with all of the EV Charging Station Site Hosts when all stations are operational. At this time there is no additional budget for these activities. Kern COG Mobility Innovations and Incentives funds may be considered by Kern COG staff, as appropriate.

The consultant may be asked to coordinate with the EV Charging Station Site Hosts to notify local auto dealerships and equipment companies selling electric vehicles and equipment in their community. At this time, there is no additional budget for these activities.

The consultant will be tasked with verifying charging station outreach events and collecting documentation of event materials and evidence of successful media, social media, or other outreach results. This will be part of the successful candidate's tasks.

Case Studies: Case studies will be developed to share lessons learned by each unique site host. The goal is to share information and tips that will help similar site hosts with their EVSE installations, hopefully reducing delays, avoiding obstacles, identifying project risks, and pointing to unforeseen hurdles. These are not meant to be Best Case stories, or Success Stories. The consultant will work at the direction of the PM and may work with the Kern COG Mobility Innovations and Incentives staff member to develop a 2-page Case Study for each charging station location. The Case Study template will include a banner, standard CEC and Kern COG language, and place for photos and map of station location. The Case Study should explore how long each phase took, how to find subcontractors, the project bid process, budgets, permitting, equipment or other delays, ADA requirements, seeking matching funds, and other project-related issues of interest to others undertaking the same type of installation. The consultant will develop and administer an approved questionnaire for the site hosts to complete to provide information for the case study. The consultant may use monthly reports, invoices, or other project data collection documents to complete the case study. All site hosts will be provided the opportunity to revise their case study draft and final draft.

Task 4.1 Products:

- Media Event documentation such as an agenda, schedule, photos, media release, social media posts
- Documentation of outreach to local auto dealerships and equipment companies, if conducted.
- Documentation of outreach undertaken by each Site Host for three in-house or public events, media releases and coverage, social media, internal emails or newsletters, parade participation, photos, and other items as appropriate to the outreach.

Kern Electric Vehicle Ready Communities Program Management Consultant

- Case Study Template (2-page, front and back, banner, standard CEC and Kern COG language, and place for photos and map of station location) and Questionnaire for site host
- Eleven Case Studies ready for publication and distribution

Task 4.2: 2024 Kern EVCS Blueprint

The consultant may be asked to provide input or assistance with the 2024 Kern EVCS Blueprint consultant DKS Associates, as directed by the Kern COG Program Manager, and as needed or requested to support the input from EV Charging Station Site Hosts. The consultant may be asked to suggest participants in a Mobility Innovations Workgroup. This activity should take no more than two percent of the consultant's time.

Task 4.2 Products:

- Documented communication with Site Hosts as directed by the Program Manager
- If asked, a list of suggested participants in a Mobility Innovations Workgroup.

Task 4.3: Outreach reporting

The consultant will work with the Kern COG Program Manager and Mobility and Innovations staff member to include outreach activities in the final report. This will include:

1. 2022 and 2023 *Transitions* Transit Symposiums
2. 2022 – 2025 EV Media Campaigns
3. EV Awareness and Training Workshops sponsored by Kern COG
4. Best.Drive.EVer events sponsored by Kern COG
5. National Drive Electric Week events sponsored by Kern COG
6. Other EV Ready Community outreach such as media releases, fact sheets distributed at community events, as deemed appropriate by the Program Manager and the CEC CAM.
7. EV Charging Station Site Host Outreach
8. 2024 Kern EV Charging Station Blueprint outreach

Task 4.3 Products:

- Outreach Report or Section in the Final Report

Task 5: eBike Pilot

The consultant will incorporate the final eBike Pilot report provided by Bike Bakersfield and CalWalks into the Final Project Report.

Task 5 Products:

- Summary Report included in part or in whole in the Final Project Report.

Task 6: Miocar electric carshare *cancelled*

The consultant may need to describe the brief partnership between Kern COG and Miocar under the EV Ready Communities agreement.

Task 7: Data Collection and Analysis; Operations and Maintenance Information Collection and Analysis or Summary

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in regular progress reports and the Final Report.

The consultant shall:

- Collect the following data from each charging station site host, noting that some site hosts request confidentiality:
 - Number, type, date, and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger.
 - Data on chargers over a twelve-month period, reported at six months following the station opening and again at twelve months including:
 - Number of charging sessions.
 - Average charging session duration.
 - Average kWh.
 - Average charger downtime.
- Collect the following operations and maintenance information from or on behalf of each charging station site host. Note that some site hosts request confidentiality.
 - **Maintenance Summary**
 - Activities and frequency related to Station Maintenance (for example-Maintenance of the EVSE, solar system if in place, security)
 - Activities and frequency related to Site Maintenance (for example-Street sweep, trash collection, landscaping and maintenance, fencing, lighting, signs)
 - Downtime for Maintenance
 - Other occurrences
 - Service Contract or In-House
 - Repairs – Warranty
 - Repairs – Wear and Tear
 - Repairs: Damage, Vandalism
 - Costs for Labor, Supplies, Service Contract
 - Staff Time
 - Manufacturer Recommendation

- Site Host Recommendation
- **Operations Summary**
 - Operations Activities
 - Downtime for Operations (ex. power loss) or Other Reason (ex. site improvements)
 - Station Operations:
 - Payments
 - Access to Station
 - Safety (Bollards, Lighting, Fencing, Cameras, other?)
 - Signage on-site
 - Signage on highway (Caltrans) and/or streets (Local Government or Private)
 - Insurance Required
 - Charging Station Networking, or other Data Collection Expenses
 - Other
 - Manufacturer Recommendations
 - Site Host Recommendations
 - Site Host – biggest surprise?

Task 7 Products:

- Data collection information and analysis will be included in the Final Report
- Operations and maintenance information per site will be included in the Final Report

COORDINATION

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

The consultant shall work with and consult with the Kern COG project manager and shall act as liaison with other agencies that may be identified during the Blueprint development.

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 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 to Kern COG. Any distribution of project related communication and information will be at the discretion of Kern COG.

Kern Electric Vehicle Ready Communities Program Management Consultant

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

SCHEDULE

| Activity | Date |
|--------------------------------------|---|
| Request for Proposals Released | October 25, 2023 (Wednesday) |
| Last Day to Submit Written Questions | November 8, 2023 (Wednesday) |
| Deadline for Proposal Submittal | November 30, 2023, 4:00 p.m. (Thursday) |
| Kern COG Board Approval | January 18, 2024 (Thursday) |
| Kick-off Meeting | No later than January 25, 2024 |
| Completion of Project | No later than November 30, 2025 |
| Agreement closed-out | No later than December 31, 2025 |

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

PROPOSAL REQUIREMENTS - Number of pages limited (Maximum of 15 pages; including the Scope of Work but not including the attachments. We expect the proposed Scope of Work to be about 7 pages).

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

One reproducible master, and one electronic copy in PDF format of all proposals must be received at the Kern Council of Governments office **by Thursday, November 30, 2023, at 4:00 P.M. PST**. Proposals not received by that date and time will not be considered.

1. Provide contact and E-mail address

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

2. RFP Organization

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

A. Transmittal letter

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

B. Table of Contents

Include identification of the material by section and page number.

C. Overview

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

D. Detailed Work Plan

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

It is preferred that the proposer follow the California Energy Commission Format for the proposed Scope of Work. We expect the proposed Scope of Work to be about 7 pages. This section should include the following components:

i. **Task Description**

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

ii. **Deliverables**

Include a description of the format, content, and level of detail that can be expected for each deliverable. The proposer must use the Schedule of Products template provided by Kern COG using the California Energy Commission's format. Deliverables are numbered according to the Scope of Work Task Description.

iii. **Schedule**

A schedule showing the expected sequence of tasks, subtasks, etc. should accompany the work description. Important milestones should be identified on the Schedule of Products template provided with the RFP. Kern COG has completed key deadlines on the provided template to ensure that Kern COG's document review process is included in the consultant's schedule.

E. Management Approach

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

Include the name and qualifications of all professional personnel to be employed, a resume for each professional (included in an appendix), a statement indicating how many hours each professional will be assigned to the contract and what tasks each professional will be assigned to the contract and what tasks each professional will perform. Staffing assignments should be specific enough to demonstrate understanding of skills required and commitment of proper resources. The selected consultant will not substitute members of the team without prior approval of the Kern COG Project Manager.

F. Budget and Billing Format

The proposer shall use the California Energy Commission ECAMS budget template provided. The templates can also be found directly on the ECAMS Resources webpage: <https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources>. The Project Review Panel will do a cost benefit

analysis of the proposed budget. Under various circumstances, the budget could be subject to Pre-audit and/or the final cost subject to Post-audit by Kern COG, the California Energy Commission, or the Caltrans Division of Audits and Investigations. The allowability of individual items of cost will first be determined by the California Energy Commission's allowable cost and then by 48 CFR, Federal Acquisition Regulations system, Chapter 1, Part 31 et. Seq. The Contractor will also be required to comply with 49 CFR, Part 18, and Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments. The Contractor and Subcontractors may be subject to audit by the California Energy Commission. The Contractor and Subcontractors will comply with all applicable laws and maintain books, documents, papers, and accounting records for a period of three years from the date of the final payment.

i. **Method of Payment**

The cost proposal must be prepared consistent with the method of services provided under this agreement and will be reimbursed by the method below. The proposer agrees that the only acceptable method of payment for this agreement will be:

- Specific Rates of Compensation.

In agreements reimbursed by Specific Rates of Compensation, billing rates for Direct Labor, Fringe Benefits, and an Indirect Rate will be negotiated that will not change during the term of the contract. Mileage and Travel Reimbursement Rates must be consistent with the rates established by the California Energy Commission.

ii. **Project Budget**

A maximum of **\$223,031 (TWO HUNDRED TWENTY-THREE THOUSAND THIRTY-ONE DOLLARS)** has been budgeted for consultant services for this project. This total includes \$216,705 for consultant services and \$6,326 budgeted for consultant travel as follows: Mileage \$4,090; East Kern Hotel \$1,260; Per Diem \$736. These amounts may only be invoiced at CEC-approved rates, and as approved through a CEC Travel Request Form approved first by Kern COG.

iii. **Task Budget**

A schedule of estimated costs to complete each task should add down to the total cost of the project (see Attachment B). The task budget should include a subsidiary breakdown by task hours and billing rate charges. The CEC requires an "unpacked" billing rate, with Fringe Benefits and Indirect Rates to be applied separately. To ensure a full understanding of the resources committed to the project, the schedule should clearly indicate the number of hours key personnel will be used in each task.

This project is funded through a grant to Kern COG by the California Energy Commission and the consultant must use the CEC approved templates for eCAMS budget worksheet, eCAMS agreement budget, invoices, schedule

of products. The CEC maintains an ECAMS Resources website: <https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources>

iv. **Budget and Cost Breakdown**

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

- a. **Direct Labor Costs** – A schedule of billing rates and hours worked by an employee or category of employee is required of the prime contractor and subcontractors. Billing rates shall be based on actual pay rates and anticipated cost of living and/or merit increases during the term of the contract. All costs associated with the employee wage such as payroll taxes and benefits must be budgeted separately as “Fringe Benefits”, The proposer should be prepared to validate billing rates with payroll registers, wage agreements, or other payroll documentation.
- b. **Indirect Rates** – The indirect (overhead) rate should include all indirect costs not readily assignable to cost objectives specifically benefited. Typically, an indirect rate is calculated on a company or division wide basis by segregating expenses into direct cost and indirect cost categories and then dividing the indirect cost by a direct cost base such as direct labor to arrive at an indirect rate. The indirect rate is then applied on a contract-by-contract basis to recapture the indirect costs that are not chargeable directly to a final objective such as general and administrative, facilities, equipment, supplies, accounting, maintenance, materials, etc. Some cost structures may be broken into various indirect rates that are applied to different bases. The proposer should be prepared to provide supporting documentation such as prior agreements with government agencies or audits of prior year activities to validate overhead rate structures.
- c. **Direct Cost** – Direct costs are those incremental costs that can be identified specifically with a particular final cost objective. Although in some instances direct cost and indirect cost may include similar categories, incremental direct cost attributable to final objectives must be separated and not included in the overhead calculation. All direct costs specifically attributed to the project and not included in the billing rates must be itemized by budget category to be eligible for reimbursement. Once contractually authorized, direct cost budgets may not be substituted without prior written consent of Kern COG.
- d. **Sub-Consultant Fees** – Sub-Consultants must provide the same cost data detail as the prime contractor. It is preferred that Sub-Consultants (such as graphic artists, technical writers, data analysts) may be named in the consultant’s proposal, however they may be shown as TBD.

G. Insurance Requirements

Consultant, 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 for this project, shall secure, and maintain insurance as described below. Consultant shall not perform any work under this project 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 provision shown thereon. Consultant shall promptly deliver Kern COG a certificate of insurance, and all required 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 policies throughout the term of the project:

1. Commercial liability insurance, including contractual liability coverage, covering all its actions under this contract with limits of not less than \$2,000,000 combined single limit per occurrence, for bodily injury, personal injury, and property damage. Comprehensive general insurance liability insurance policies shall name Kern COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations of consultant 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. Limits can be met in combination of primary and excess.
2. Commercial 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 project with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
3. Professional liability insurance of at least one million (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
4. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days' advance written notice given to Kern COG. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction that such insurance coverage has been obtained and is 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 worker's compensation for all 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 project 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.

H. Disadvantaged Business Enterprise (DBE) Certification

It is the policy of Kern COG, the California State Department of Transportation and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state, and federal funds.

Consultant shall ensure that DBEs, as defined in 49 CFR Part 23, have a 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 document shall show the name and business address of each DBE subcontractor or vendor, and the total dollar amount actually paid

each DBE subcontractor or vendor. Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Consultant and shall be furnished to Kern COG.

I. Conflicts of Interest

The prospective contractor shall disclose any financial, business, or other relationship with Kern COG, or other entities such as the other MPOs involved in the project that may have an outcome on the selection.

J. Summary of Qualifications

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

K. Signing of Proposal/Authorization to Negotiate

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

L. Attachments

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

- Attachment A: Title VI Assurance.
- Attachment B: Budget and Cost Breakdown. CEC Template.
- Attachment C: Detailed Scope of Work (to be prepared by proposer).
- Attachment D: Schedule of Products. CEC Template
- Attachment E: California Energy Commission Terms and Conditions

PROPOSAL SUBMITTAL

1. Preparation of Proposal

The proposal shall be formatted in accordance with the requirements specified on **Page 14** in the Section titled "Proposal Requirements" of this RFP. Proposal forms shall be executed by an authorized signatory as described herein. All proposals shall be prepared by and at the expense of the proposer.

2. Examination of RFP Document

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including Attachment A and any addenda issued during the proposal period. The proposer shall also be responsible for informing itself with respect to

any and all conditions, which may in any way affect the amount or nature of the proposal or the performance of the work in the event the proposer is selected. Failure of the proposer to examine and inform itself in this manner shall be given At the proposer's own risk and no relief for error or omission shall be given.

3. Submission of Proposal/Period of Acceptance

One reproducible master, and one electronic copy in PDF format of all proposals must be delivered to Kern COG no later than 4:00 p.m. PST, Thursday, November 30, 2023. Proposals will not be accepted after 4:00 p.m. Postmarks will not be accepted. Proposals should be delivered to:

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

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

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

4. Modification or Withdrawal of Proposals

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

All verbal modifications to those conditions or provisions are ineffective for Proposal evaluation purposes. Only written changes issued by proposers to Kern COG are authorized and binding.

5. Rejection of Proposals

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

CONSULTANT SELECTION

The actual award of the contract will be by the Kern COG Transportation Planning Policy Committee (tentatively set for the January 18, 2024 meeting). Proposal opening does not constitute the awarding of a contract. The contract is not in full force until it is awarded and executed by Kern COG.

A Proposal Review Committee will evaluate, interview, and recommend the selected consultant to the Kern COG Transportation Planning and Policy Committee for approval.

PROPOSER OBJECTIVES

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

- No later than two weeks prior to the date proposals are due, for objections to RFP provisions; or
- Within three working days after the date on which contract award is authorized or the date, the proposer is notified that it was selected, whichever is later, for objections to proposer selection.

If the proposer does not state any objections, Kern COG will assume that the RFP Scope of Work is acceptable to the proposer and has been fully factored into its response. If the proposer intends to negotiate with Kern COG concerning any part of the Scope of Work the proposer finds objectionable, the proposer must provide specific language in its response that will address or cure its objections.

KERN COG RIGHTS

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

Kern COG reserves the right to:

- Reject any or all the proposals if it deems such action is in the public interest;
- Issue subsequent Requests for Proposals;
- Cancel the entire Request for Proposal;
- Remedy technical errors in the request for Proposal process;
- Appoint an evaluation committee to review the proposals and make the selection based upon the written proposal only;
- Seek the assistance of outside technical experts in proposal evaluation;
- Approve or disapprove the use of subcontractors;
- Establish a short list of proposers eligible for interviews after review of written proposals;

Kern Electric Vehicle Ready Communities Program Management Consultant

- Negotiate with some, all, or none of the respondents to the RFP;
- Solicit best and final offers from all proposers;
- Award a contract to one or more proposers;
- Accept an offer other than the lowest price offer; and
- Waive informalities and irregularities in proposals and the bid process.

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

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

RFP QUESTIONS

All questions on the RFP should be submitted in writing via E-mail to Rinvina@kerncog.org

Rochelle Invina-Jayasiri, Project Manager
Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301

All questions shall be submitted no later than **November 8, 2023**. Written questions submitted by **November 8, 2023**, will be answered, and posted by **November 15, 2023** at <http://www.kerncog.org> refer to tab: "Working with Kern COG."

Attachment A

TITLE VI ASSURANCE

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

ATTACHMENT B

**KERN ELECTRIC VEHICLE READY COMMUNITIES
PROGRAM MANAGEMENT CONSULTANT**

**Budget and Cost Schedule
(Proposer uses CEC eCAMS Budget Template)**

Budget and Cost Schedule Templates can be found on the Kern
COG website:

www.kerncog.org

Refer to tab “Working with Kern COG”

ATTACHMENT C

**KERN ELECTRIC VEHICLE READY COMMUNITIES PROGRAM
MANAGEMENT CONSULTANT
Scope of Work**

(Proposer prepares the Scope of Work)

Scope of Work Template can be found on the Kern COG website:

www.kerncog.org

Refer to tab “Working with Kern COG”

ATTACHMENT D

EV Ready Program Management Consultant

Schedule of Products

**(Proposer updates the California Energy Commission
Template for Schedule of Products)**

Schedule of Product Template can be found on the Kern COG
website:

www.kerncog.org

Refer to tab “Working with Kern COG”

ATTACHMENT E

**KERN ELECTRIC VEHICLE READY COMMUNITIES
PROGRAM MANAGEMENT CONSULTANT**

California Energy Commission (CEC) Terms and Conditions

_____ (**Proposer Company**) has read the CEC Terms and Conditions posted on the Working with Kern COG webpage. Proposer accepts the California Energy Commission Terms and Conditions referenced in the Request for Proposals. The CEC Terms and Conditions and the CEC Terms and Conditions Streamlined for ECAMS will become part of the agreement with Kern Council of Governments.

Signature

Date

Name and Title

Company