

KERN COUNCIL OF GOVERNMENTS  
(Kern COG)

REQUEST FOR QUALIFICATIONS  
(RFQ)

TO PROVIDE CONSULTANT SERVICES FOR PREPARING

**KERN AREA REGIONAL GOODS-MOVEMENT  
OPERATIONS (KARGO) CLIMATE-CHANGE  
ADAPTATION MITIGATION STUDY (C-CAMS)**

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

[www.kerncog.org](http://www.kerncog.org)

Refer to tab: “Working with Kern COG”

DUE DATE . . . . . Tuesday, December 19, 2023

TIME . . . . . Before 4:00 p.m.

BUDGET . . . . . \$2,900,000

SERVICES REQUESTED . . . Conceptual Design/Planning

CONTRACT DURATION. . February 2024–February 2026

**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 planning and “30% conceptual design” services to prepare the **Kern Area Regional Goods-movements Operations (KARGO) Climate-Change Adaptation Mitigation Study (C-CAMS)**. Engineering services are anticipated to be required for the 30% conceptual design task. Kern COG seeks a qualified consultant to work closely with Kern COG and participating agencies to prepare this Study.

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:**

Karl Davisson, Project Manager  
Kern Council of Governments  
1401 19<sup>th</sup> Street, Suite 300  
Bakersfield, CA 93301  
[kdavisson@kerncog.org](mailto:kdavisson@kerncog.org)  
(661) 635-2919

**Envelopes/packages containing the SOQs are to be marked SOQ:**

**“SOQ for KARGO C-CAMS Consultant Services”**

**and delivered to:**

Kern Council of Governments  
1401 19<sup>th</sup> Street, Suite 300  
Bakersfield, CA 93301

**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 ..... Nov. 17, 2023  
Last day to submit Request for Information (RFI) from responding firms.....Dec. 8, 2023  
Kern COG’s response to RFI inquiries .....Dec. 11, 2023  
Statement of Qualifications (SOQ)/Sealed Cost Proposal Due Date..... Dec. 19, 2023

SOQ/Sealed Cost Proposal 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 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 Kern COG contact person. This will be considered as meeting the deadline due to the delays in delivery caused by the pandemic. Although 1 digital submittal is also requested, it will not be accepted in place of the proof that the package was postmarked or dropped off by the submittal deadline. Hard copies will be submitted per the guidelines in the RFQ document.

Selection Process/Interviews ..... Jan. 9 – Jan. 11, 2024  
Contract/Scope of Work Negotiation Process..... Jan. 10 – Jan. 31, 2024  
Kern COG Board Approval .....Feb. 15, 2024  
Notice to Proceed .....Feb. 16, 2024

## TABLE OF CONTENTS

I.	GENERAL INFORMATION	Page
A.	Request for Qualifications/Rules for Competition	4
B.	Requests for Additional Information and Site Visits	4
C.	Statement of Qualifications	4
D.	Project Background and Description	4
E.	Consultant Scope of Work	4
F.	Statement of Qualifications Requirements and Format	5
G.	Solicitation Caveat	12
H.	Time	12
I.	Form of Agreement	12
J.	Modifications to Scope of Work	13
K.	News Releases	13
L.	Payment Schedule	13
M.	Statutes and Rules	14
N.	Background Review	14
O.	Organizational Conflict of Interest	14
P.	Disadvantaged Business Enterprise Certification	14
II.	SOQ INFORMATION AND REQUIREMENTS	
A.	General Instructions	15
B.	Business Address	16
C.	Corrections and Addenda	16
D.	SOQ Submittal Requirements	16
E.	Withdrawal and Submission of Modified SOQ	17
F.	Confidential Information	17
G.	Disposition of SOQ and Proprietary Data	19

## **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) submitted in response to the RFQ.

### **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: Karl Davisson, Project Manager  
Kern Council of Governments  
1401 19<sup>th</sup> Street, Suite 300  
Bakersfield, CA 93301  
[kdavisson@kerncog.org](mailto:kdavisson@kerncog.org)  
(661) 635-2919

**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 SOQ and Sealed Cost Proposal 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 stakeholder agencies. 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 agency staff, to prepare KARGO C-CAMS for the project area. For additional background and description see attached Exhibit A.

**E. Consultant Scope of Work**

Attached as RFQ Exhibit A is a sample scope of work, 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 agency staff to prepare the KARGO C-CAMS.

**F. Statement of Qualifications Requirements and Format**

In responding to this RFQ, 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:**

**SOQ for the KARGO C-CAMS 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

- 1) Legal name and address of company
- 2) 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.
- 3) Address(es) of office(s) working on the project.
- 4) 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.

- 1) 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, client agency's project manager, client references, valid telephone numbers, type of work performed, and the value of the consulting contracts shall be included.

- 2) 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.

- 3) 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.

- 4) 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

- 1) Describe the operational/organizational approach of the firm to fulfill the scope of work and the goals of the project.
- 2) 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.
- 3) Provide assurance that adequate staffing is available to provide the services efficiently and in a timely fashion.
- 4) 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

- 1) 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.
- 2) 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 agencies.

- 1) 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.
- 2) If applicable, indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting.
- 3) 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.

4) 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 **\$2,900,000** over a term of 24 months for this planning and 30% conceptual design 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-H1 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. A sample 10-H1 Cost Proposal form is included as RFQ Exhibit C. **The cost proposal form 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 RFQ 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 SOQs 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 C-CAMS.
- c) Proposed methodology to develop C-CAMS.

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.
- 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.
  - 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 RFQ 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 19<sup>th</sup> 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**

Five hard copies of the SOQ shall be submitted to the address indicated below **and** an emailed digital copy (\*.pdf format) or an emailed link to a digital copy shall be to the Consultant Selection Process Manager (see section 1. B. above) by the SOQ submittal deadline. SOQs may **not** be submitted by facsimile. **SOQs that are only submitted by email are not acceptable and will not be considered.**

**Envelopes/packages containing the SOQs are to be marked:**

“SOQ for KARGO C-CAMS Consultant Services”

**And delivered to:**

Kern Council of Governments  
1401 19<sup>th</sup> Street, Suite 300  
Bakersfield, CA 93301

The five hardcopies of the 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 **December 19, 2023**, 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.

# RFQ EXHIBIT A – SCOPE OF WORK

## I. INTRODUCTION AND BACKGROUND:

Kern Council of Governments (Kern COG) is soliciting a Request for Qualifications (RFQ) for the **Kern Area Regional Goods–movement Operations (KARGO) Climate–Change Adaptation Mitigation Study (C-CAMS)**.

Kern County is dominated by the confluence of trans-national goods movement corridors such as I-5/99, SR58(I-40)/SR14 highways and the parallel Union Pacific (UP)/Burlington Northern Santa Fe (BNSF) shared railroad tracks over the Tehachapi Pass. These routes connect central and northern California with 1) Interstate 40—the primary all-weather east-west corridor in the U.S. via SR 58, and 2) Southern California via I-5 Tejon Pass. These Twin Passes provide mutual resiliency should one be closed, and with increasing frequency, both passes have been closed at the same time.

### **Recent Transportation Climate Change Vulnerabilities—Tehachapi Pass Corridor**

October 2015 – Mudslide on SR 58 Tehachapi Pass (nearly 100 vehicles buried for a length of 39 football fields)



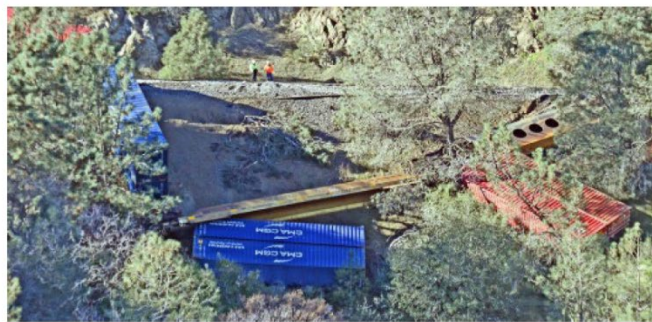
I-5 Tejon Pass sees 17,000 trucks per day (TPD)—one of the highest volume truck routes in the state—and 58 Tehachapi Pass sees 7,500 TPD. Compared to the I-80 Donner Pass over the Sierras, 20% more trucks travel SR 58 and more than 60 trains per day travel through the Tehachapi Pass, carrying an estimated 18,000 truckloads per day (60 trains x 300 truckloads/train). The multi-modal Tehachapi Pass corridor is the highest volume freight route over the Sierra Nevada and provides sole rail and highway connectivity to the planned high-desert intermodal rail inland trade port facilities in Barstow (BNSF) and Mojave (UP). These two inland ports will divert to rail an estimated 5,000 truckloads per day from the Los Angeles/Long Beach Ports (20% of trucks on the I-110, I-710 and connectors) increasing truck traffic on SR 58 another 60%. Planned truck passing lanes on SR 58 are the Kern region's top transportation priority and are coterminous with a planned High Speed Rail highway re-alignment.

Beyond goods-movement, SR 58 serves as an inter-city transit and bike corridor through the Tehachapi Pass and is vulnerable to extreme weather events including heavy precipitation, snow, ice, flooding, mudslides, strong winds, increased temperatures, and wildfires, which can result in road and rail closures and costly damage, disrupting the flow of goods and people. The corridor impacts some of the most disadvantaged communities (DACs) in the state including Arvin, Lamont, and Mojave and passes through the DACs of Caliente & N. Keene, home to the Cesar Chavez National Monument. In addition, this transportation corridor intersects the Tehachapi Linkage, a 400+ square mile wildlife corridor that connects four of California's most critical ecological regions: the Sierra Nevada, the Mojave Desert, the Central Valley and the South Coast and is crossed by both the I-5 Tejon Pass and SR 58 Tehachapi Pass goods movement corridors.

**December 2013 Derailment**



**February 2018 Derailment**



**January 2023 Derailment Upstream from Keene, Arvin & Lamont DACs (minor hazardous spill)**



## **II. PROJECT OBJECTIVE**

**The objective of this project is to assess the climate change vulnerabilities of the Twin Pass corridors and their resiliency connectors, and to leverage and advance critical projects that implement adaptive climate mitigation measures while maximizing co-benefits countywide. The project will focus on three main components:**



- 1. Vulnerability/Resiliency Assessment Report:** This component will assess the current and future vulnerability of the corridor and connecting resiliency routes to the impacts of climate change and identify critical infrastructure.
- 2. Adaptation Mitigation/Co-Benefit Analysis Report:** This component will develop a comprehensive climate adaptation Analysis for the Corridor, incorporating the results of the vulnerability assessment. The analysis will identify and rank short- and long-term adaptation mitigation measures, such as the construction of mudslide barriers, retaining walls, drainage structures, wildlife crossing infrastructure improvements, vegetation management/restoration to reduce the impacts of climate change on the corridor while prioritizing co-benefits for safety, community, economy, and habitat.
- 3. Expedite Implementation Conceptual Design Effort:** Leverage planned projects in the corridor including the truck lane and the High-Speed Rail projects to focus on early implementation of the identified adaptation measures, including 30% design/cost estimates drainage culverts, wildlife crossing infrastructure, retaining walls, vegetation management and restoration, resiliency connectors and other safety, community, economic and habitat co-benefits. **Note that a successful application will maximize this effort by allocating more than half of the resources for this 3<sup>rd</sup> Component under this contract.**

Partners and collaborators will include the public, local DAC members, stakeholders, and agencies including Caltrans Districts 6 and 9, to ensure that the adaptation measures are effective. The study will also reach out to neighboring regions such as SCAG, SLOCOG, and SBCAG that may be affected by resiliency routes such as SR 14 and SR 166.

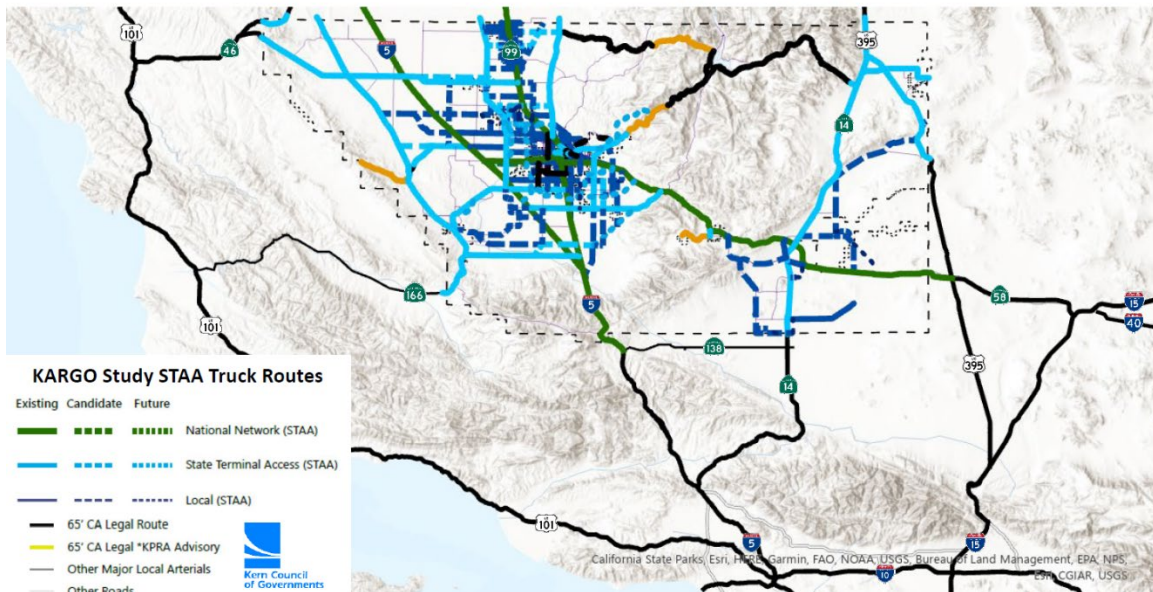
### **III. PROJECT GOALS**

**The goal of the project is to 1) expedite implementation of climate adaptation mitigation; 2) reduce impacts of extreme weather events; 3) enhancing transportation resilience; and 4) realizing the co-benefits for the nationally significant Twin Pass region.**

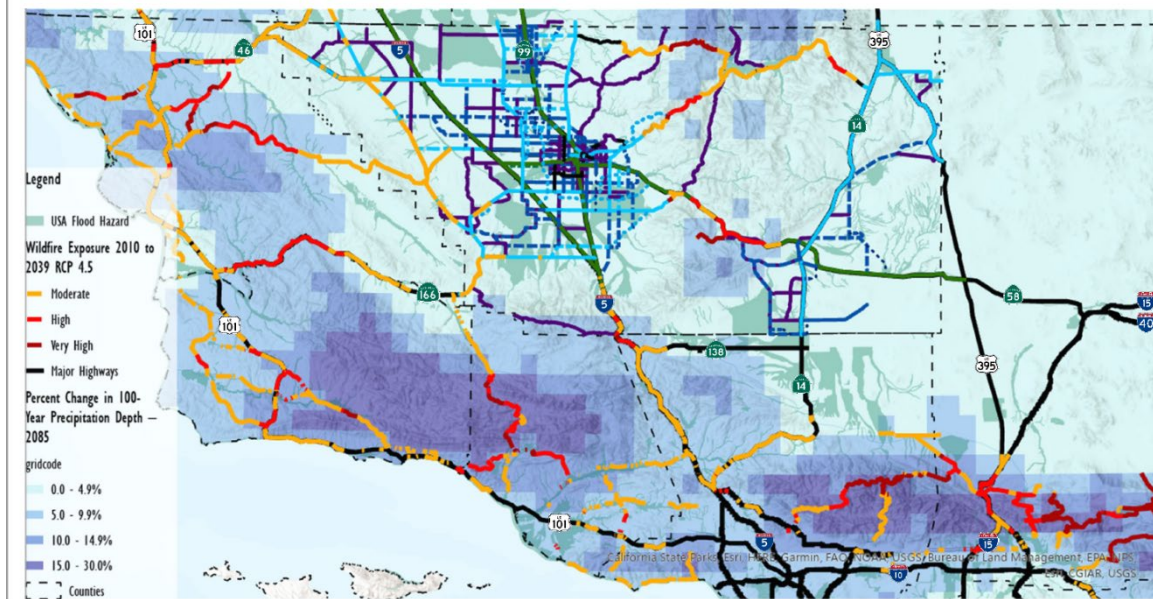
### **IV. PROJECT AREA – KERN COUNTY & CONNECTING CORRIDORS**

The project area focuses on the corridors passing through the Twin Passes and also includes the remainder of Kern County as the corridors continue through Kern County, and resiliency routes and impacts of the corridors may affect other neighboring regions.

### KARGO C-CAMS Study Area Connecting Corridors in Neighboring Regions

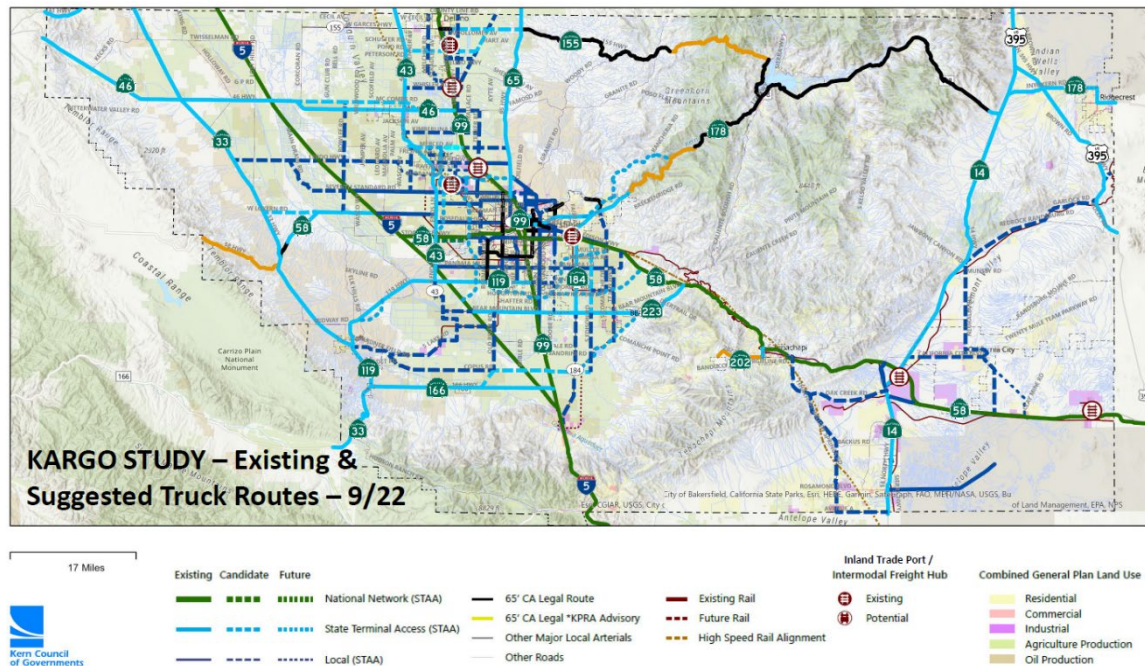


### KARGO C-CAMS Study Area Vulnerability Map Connecting Corridors in Neighboring Regions



Note that Detailed Community Engagement (DCE) will be coordinated with the 2026 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) public engagement efforts, and input received will be incorporated into the Adaptive Planning for Climate Change section of the SCS. However, the SCS is an integral part of the RTP (integrated as chapter 4) and this section and recommendations from this study will be reflected in the other required elements of the RTP, including the Action, and Policy Elements. The predecessor study to this effort, Kern Area Regional Goods Movement Operations (KARGO) Sustainability Study Phase 2, was completed in June 2023, and

helped identify goods movement routes and some projects which could be used in the C-CAMS and is available online at <https://www.kerncog.org/goods-movement/>.



Note: This project excludes the environmental, complex design specifications, engineering plans, and other ineligible activities outlined in the 2023 Caltrans Sustainable Communities Climate Adaptation Grant Application Guide <https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/fy202324stpgapplicationguidefinal11y.pdf> as follows:

***“Ineligible Activities and Expenses:*** Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Program or project implementation
- Repurposing unspent grant funds (not applicable to Sustainable Communities Formula)
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP, excluding SCS/APS development
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs







potential connecting resiliency routes/approach corridors, using best available scientific data, tools and maps to identify climate change related vulnerabilities. As resources allow, the assessment will include connecting resiliency routes outside the County that connect to the BNSF Barstow Gateway intermodal rail facility, and Southern California via routes such as SR 166 and U.S. 101. The report will look at projects identified in the following documents:

- 2022 Regional Transportation Plan/Sustainable Communities Strategy
- 2023 Kern Area Regional Goods Movement Operations (KARGO) Studies
- Recent environmental documents in the corridor: SR 58 Truck Climbing Lanes, High-Speed Rail Bakersfield-Palmdale, others as appropriate.
- State & Federal Climate Adaptation Plans, Maps, Data, Tools and Resources
- Other information as appropriate

**(Consultant)**

This report will be included as a chapter in the draft and final study.

**Circulate Draft Report** - Circulate draft Vulnerability/Resiliency Assessment report and collect and address comments **(Consultant)**.

**Draft Final Report** - Develop Draft Final Vulnerability/Resiliency Assessment Report **(Consultant)**.

### **Task 1 Deliverables**

**1.1** Draft Vulnerability/Resiliency Assessment Report **(Consultant)**

**1.2** Mark-up Draft Vulnerability/Resiliency Assessment Report **(Kern COG)**

**1.3** Incorporated/address all stakeholder and public comments into the Draft Final Vulnerability/Resiliency Assessment Report **(Consultant)**

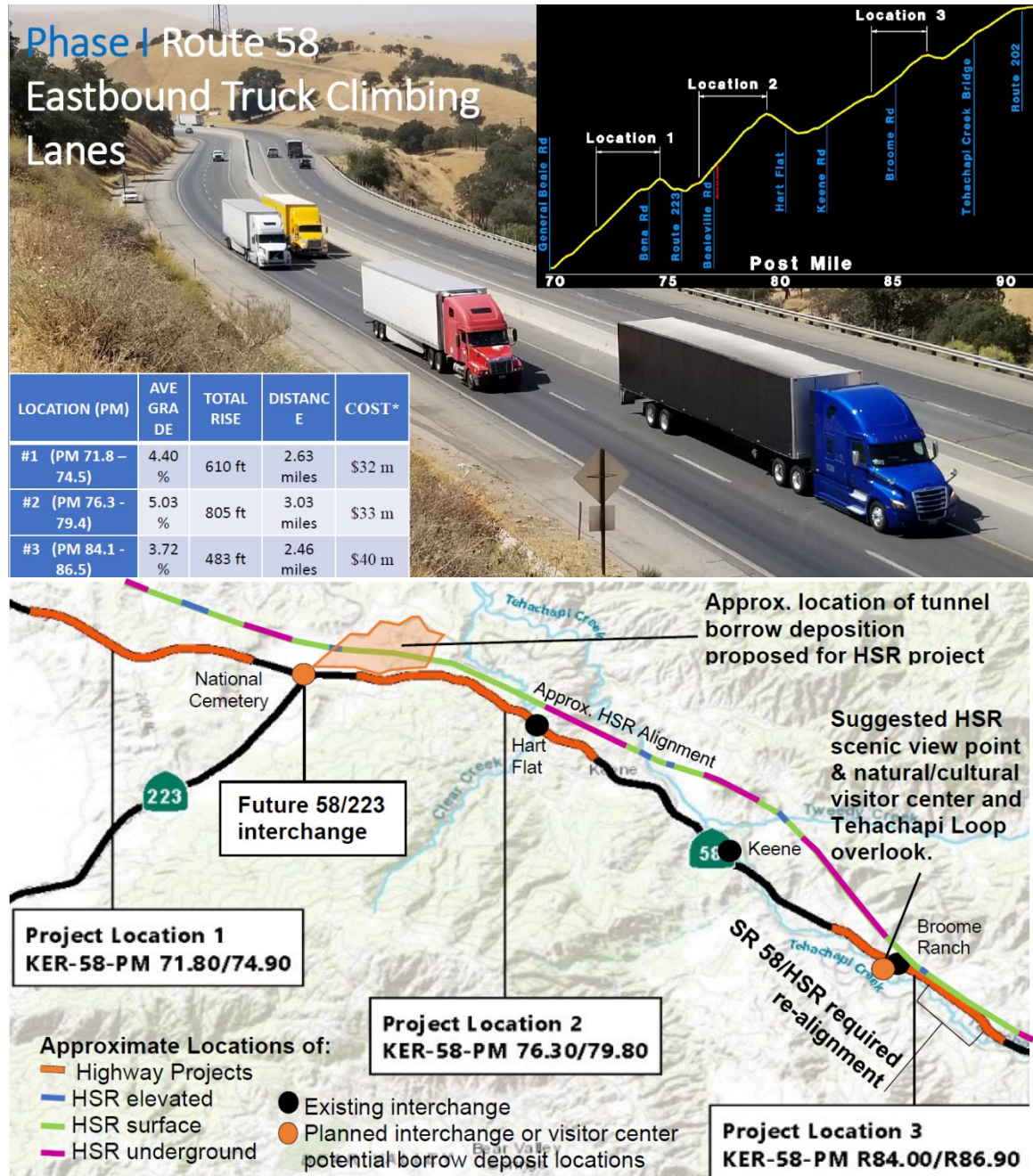
### **Task 2: Adaptation Mitigation/Co-Benefit Analysis Report**

This component will develop a comprehensive climate adaptation analysis for the Twin Pass corridors and countywide, incorporating the results of the vulnerability assessment. The analysis will identify and rank short- and long-term adaptation mitigation measures, such as the construction of mudslide barriers, retaining walls, dual-use drainage/migratory crossing improvements to reduce the impacts of climate change on the corridor over the entire service life, while prioritizing co-benefits for safety, community, economy and habitat. Co-benefits resulting from an improved economy because more efficient, cleaner, cheaper goods movement operations will be a major focus area of this report. **The report will also recommend nature-based adaptation solutions to address flooding or vegetation management. In addition, the report will consider emergency response for vulnerable populations.** This report will be included as a chapter in the draft and final study.

**Draft Report** - Develop Draft Adaptation Mitigation/Co-Benefits Analysis Report on the climate change related vulnerabilities for both the Twin Pass corridors, and countywide,

including potential resiliency routes/approach corridors. With stakeholder input, develop a ranking, including relative cost, to help determine which mitigation, including co-benefit projects, to advance to 30% conceptual design in Task 3 Expedite Implementation. The report will incorporate the following (**Consultant**):

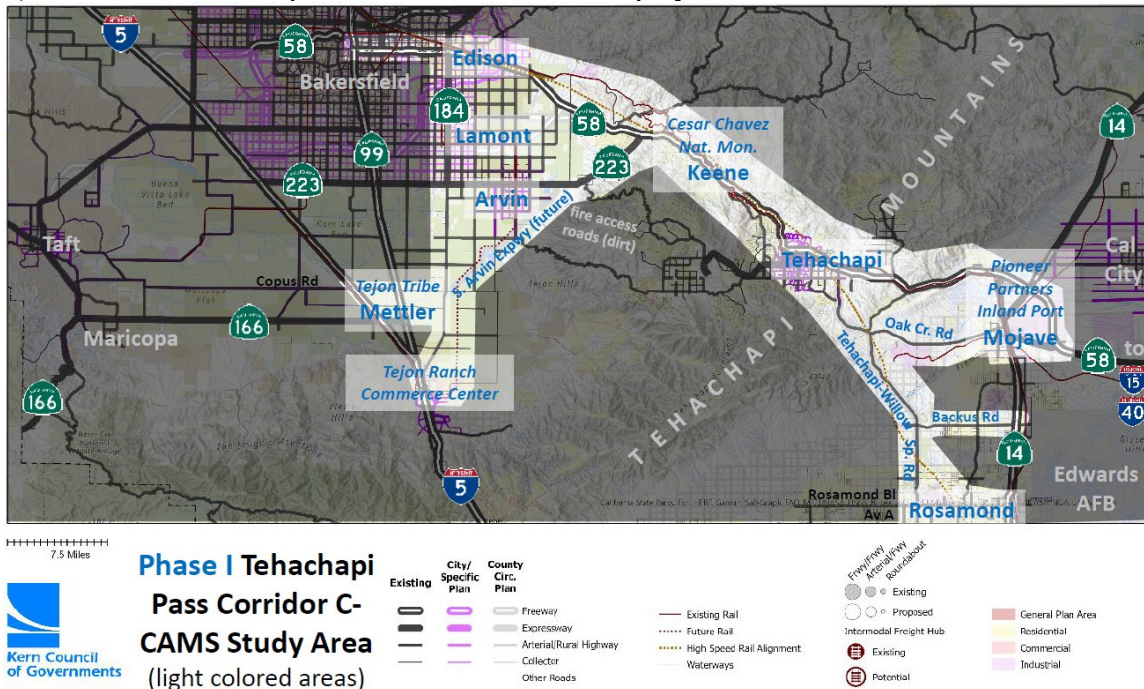
- a. **SR 58 Tehachapi Pass mainline corridor SR 58 and parallel UP/BNSF tracks**, with special focus on SR 58 truck climbing lanes segment 1 which has not begun environmental work. The SR 58 segment 1 project will be a top priority and will be closely coordinated with both Caltrans District 6 & 9.





- b. **Connecting Resiliency Route Corridors:** Connecting/approach resiliency and parallel resiliency corridors will include existing, candidate and potential STAA routes from the Phase II KARGO Sustainability Study. These routes will include connectivity to intermodal rail facilities that can potentially be used to transfer loads between truck and rail. For example, the Twin Passes of I-5 & SR 58 provide reciprocal resiliency corridors should one be closed by an extreme climate change event. In addition, SR 58 has six major resiliency approach corridors:

- 1) Tehachapi-Woffard Rd Keene— Tehachapi SR 58/202;
- 2) Tehachapi-Willow Springs Rd Corridor—SR 14;
- 3) SR 14/58—Pioneer Partners/Mojave Inland Port;
- 4) SR 223/58—I-5/Copus Rd via South Arvin Expwy;

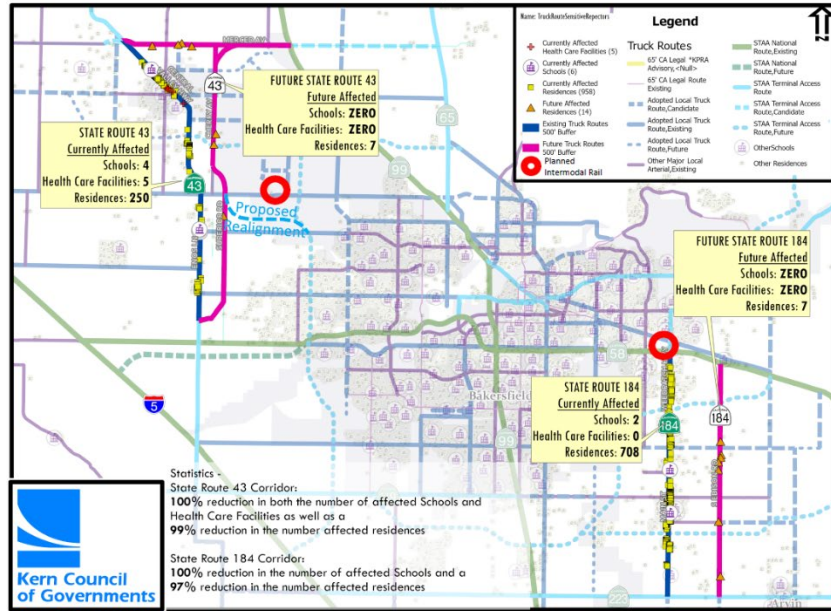


- 5) SR 184 realignment to Edison Rd; and other potential resiliency corridors identified by the study or public input.

## Phase II

### Potential to Move Truck Traffic Away from Sensitive Receptors on State Routes 43 & 184

Source: KARGO Sustainability Study Phase 2

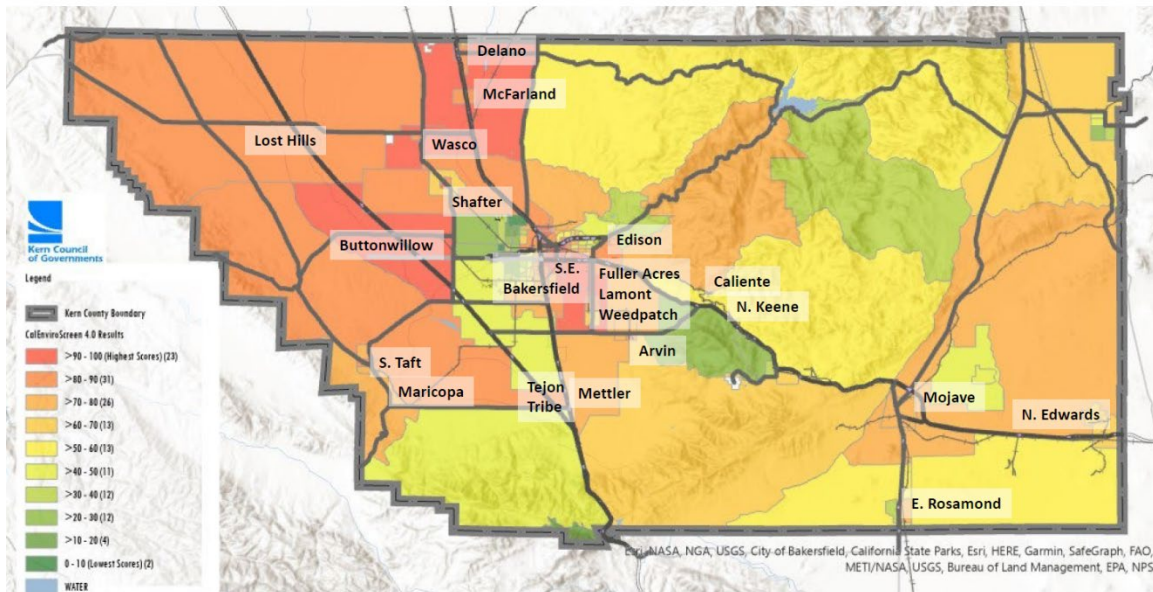


6) Other alternative resiliency routes including State Routes 166, 58/14, S. Arvin Green Expressway, “last mile” connectivity to Inland Trade Ports (ITPs), other resiliency corridors identified by the study or public input.

7) Inland Trade Port (ITP) intermodal rail facilities in Shafter, Mojave and other planned locations and the approaches to these hubs also provide resiliency route corridors. Shafter-Bakersfield ITP alternative mode resiliency corridor could provide resiliency after an extreme weather event. Rail is often faster to bring back into service than a highway because of its smaller footprint. Development of intermodal rail facilities in the Southern SJV can provide an alternative resiliency mode for goods movement through the region connecting to Shafter, Southern California and points East. Several ITPs are planned in Kern, including Shafter, Bakersfield, McFarland, Tejon Ranch, Delano and other locations.

- c. **Identify and rank climate change mitigation measures** for the Twin Passes, connecting corridors and countywide related to goods movement.
- d. **Identify and rank all goods-movement transportation projects by environmental, social and economic co-benefits to disadvantaged communities (DACs) in the countywide study area.**

## KARGO C-CAMS – The Kern Truck Routes Pass Thru Numerous DACs - CalEnviroScreen v. 4.0



**Circulate Draft Report** - Circulate draft Adaptation Mitigation/Co-Benefit Analysis report and collect and address comments (**Consultant**).

**Draft Final Report** - Develop Draft Final Adaptation Mitigation/Co-Benefit Analysis Report (**Consultant**).

### Task 2 Deliverables

**2.1** Draft Adaptation Mitigation/Co-Benefits Analysis Report (**Consultant**)

**2.2** Mark-up Draft Adaptation Mitigation/Co-Benefits Analysis Report (**Kern COG**)

**2.3** Incorporated/address all stakeholder and public comments into the Draft Final Adaptation Mitigation/Co-Benefits Analysis Report (**Consultant**)

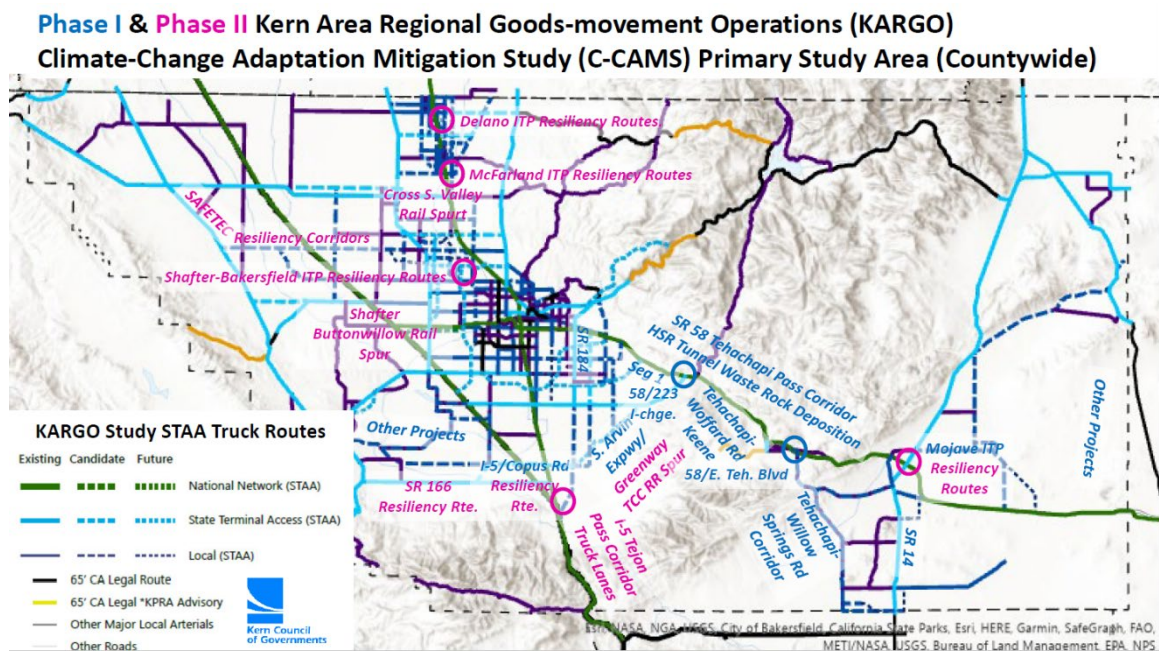
### Task 3: Expedite Implementation with 30% Conceptual Design

Leverage planned and new projects identified by the analysis in Tasks 1 & 2 for the Twin Pass corridors, Resiliency Connector Routes and countywide, including the truck lane and the High-Speed Rail projects to focus on early implementation of the identified adaptation measures, including pre-environmental 30% conceptual design/cost estimates for drainage/migration culverts, retaining walls, vegetation management, resiliency connectors and other safety, community, economic and habitat co-benefits.

**Conceptual Design/Cost Estimate** - Develop 30% pre-environmental, conceptual design drawings/cost estimates for transportation routes and facilities (ie. rail improvements, interchanges, etc.) on the climate change related vulnerabilities for the Twin Pass corridors, countywide (see Task 2), and potential resiliency routes/approach corridors (see Task 2). The conceptual design work/cost estimate will incorporate the following locations subject to change based on the results of detailed community engagement incorporated into Tasks 1 & 2. This list is here to help the consultant identify the level of resources necessary for this conceptual design activity (**Consultant**):



Up to twenty 30% conceptual design/cost estimates projects may include but are not limited to:



- SR 58 Truck Climbing Lanes Segment 1** drainage/migration culverts, retaining walls, vegetation management, resiliency connectors and other safety, community, economic and habitat co-benefits.
- HSR tunnel tailings (borrow) deposition repositioning** to locations that help mitigate climate change related vulnerabilities including drainage/migration culverts, retaining walls, vegetation management, resiliency connectors and other safety, community, economic and habitat co-benefits.
- SR 58/233 Interchange** drainage/migration culverts, retaining walls, vegetation management, resiliency connectors and other safety, community, economic and habitat co-benefits.
- SR 58/E. Tehachapi Blvd/Tehachapi Willow Springs Rd** resiliency route interchange improvements drainage/migration culverts, retaining walls, vegetation management, resiliency connectors and other safety, community, economic and habitat co-benefits.
- SR 223 Tejon Indian Tribe—S. Arvin Expressway/rail corridor (new alignment)-Copus Rd connection to SR 99 & I-5.** resiliency route improvements drainage/migration culverts, retaining walls, vegetation management, resiliency connectors and other safety, community, economic and habitat co-benefits.
- SR 184 Lamont Truck Bypass Resiliency Route** — To Edison Rd resiliency route improvements drainage/migration culverts, retaining walls, vegetation management, resiliency connectors and other safety, community, economic and habitat co-benefits.
- I-5 add Truck Climbing/Passing Lanes** to Grapevine grade where appropriate, including drainage/migration culverts, retaining walls, vegetation management, resiliency connectors and other safety, community, economic and habitat co-benefits.

- i. **Shafter-Bakersfield planned ITP** on the BNSF mainline would provide an alternative mode resiliency corridor. After an extreme weather event, rail is often less likely to be affected, and faster to bring back into service than multi-lane highways because of their smaller footprint. Development of intermodal rail facilities in the Southern San Joaquin Valley (SJV) like at Shafter-Bakersfield, can provide an alternative resiliency mode for goods movement through the region. A mode that has the co-benefits of being less polluting, and less wear and tear on highways, reducing maintenance costs and can provide high-pay automation jobs for DACs at facilities that develop in and around the ITP. Resiliency corridors need to provide alternative routes that avoid DAC neighborhoods. The Shafter-Bakersfield ITP was looked at extensively in the KARGO2 study. Towards the end of the study, the identification of alternative routes that avoid DACs became a high priority based on input from DAC residents. These routes form a system “last-mile” spokes to the ITP hub. Where appropriate, design work on the resiliency spoke corridors should consider flood plains, drainage/migration culverts, retainage basins, retaining walls, and other safety, community, and economic co-benefit projects for the DAC neighborhoods.
- j. **McFarland ITP Resiliency Routes** – During the KARGO2 study an ITP was identified for South McFarland DAC on the UP mainline. SR 99 access needs to provide routes that avoid impact to the DAC neighborhoods. Where appropriate, design work on the resiliency spoke corridors leading to the ITP hub facility should consider flood plains, including drainage/migration culverts, retainage basins, retaining walls, and other safety, community, and economic co-benefit projects for the DAC neighborhoods.
- k. **Delano ITP Resiliency Routes** – During the KARGO2 study the existing former UP Cold-Connect facility in South Delano DAC was identified as an ITP. SR 99-ITP spoke access resiliency routes are needed that avoid impact to the DAC neighborhoods. Re-alignment of SR 155 to Pond Rd may reduce impacts of trucks in the Delano DAC. Where appropriate, design work on the resiliency corridors leading to the facility should consider flood plains, including drainage/migration culverts, retainage basins, retaining walls, and other safety, community, and other economic co-benefit projects for the DAC neighborhoods.
- l. **Mojave ITP Resiliency Routes** – During KARGO2 study the County of Kern announced environmental clearance for the Mojave Inland Port <https://www.mojaveinlandport.com/02-the-project> . Promoted ITP will like increase trucks on SR 14 through the DAC of Mojave. Alternative resiliency routes are needed through and around Mojave that minimize impact to the DAC. Where appropriate, design work on the resiliency corridors leading to the facility should consider flood plains, including drainage/migration culverts, retainage basins, retaining walls, and other safety, community, and other economic co-benefit projects for the DAC neighborhoods.
- m. **Arvin-Tejon Commerce Center Rail Spur Extension Resiliency Corridor and ITP** – The KARGO2 study identified then need to extend to the Arvin Spur line to the Tejon Commerce Center, a rapidly growing warehouse district that currently lacks rail service. The site is another potential ITP. Where appropriate, design work on the resiliency corridors leading to the facility should consider flood plains, including

drainage/migration culverts, retainage basins, retaining walls, and other safety, community, and other economic co-benefit projects for the DAC neighborhoods.

- n. **Tejon Indian Tribal Lands/Mettler/Copus Rd Resiliency Corridor** – The Tejon Indian Tribe is developing a Casino near the confluence of SR99 & I-5 on Copus Rd next to the Mettler DAC. The road provides a potential resiliency connection between SR 166, I-5, S. Arvin Expressway, and SR 58. The KARGO2 study suggests re-routing SR 166 to the parallel Copus Rd in part to reduce truck traffic in Mettler DAC. Where appropriate, design work on the resiliency corridors leading to the facility should consider flood plains, including drainage/migration culverts, retainage basins, retaining walls, and other safety, community, and other economic co-benefit projects for the DAC neighborhoods.
- o. **Kern SAFETEC Logistics Resiliency Corridors** – The proposed Kern Safe Autonomous Freight Enhanced Testing Environmentally Clean (SAFETEC) Logistics Zone identified in the KARGO Sustainability Study would feature autonomous, zero-emission vehicles traveling on rural back roads. These roads could serve as alternative resiliency corridors for cleaner/safer truck goods movement, multiplying potential co-benefits for the rural DACs affected by these corridors.
- p. **Shafter-Buttonwillow Rail Spur Extension Resiliency Corridor** – An existing private rail spur already covers close to half the distance between the UP-Buttonwillow Subdivision and the BNSF-Bakersfield Subdivision mainline. Connecting these two subdivisions would provide a resiliency route for rail traffic in the S. SJV rail corridor.
- q. **Cross South Valley Rail Resiliency Corridor** - Currently the Landco Subdivision connects the BNSF-Bakersfield Subdivision with the UP mainline. An alternative route providing this connection would provide added resiliency to for the South Valley that with the Shafter-Buttonwillow Rail Spur. This second spur would complete a South Valley loop for the UP and SJVRR.
- r. **Up to four other rail & roadway facilities** similar in size and scope to the above projects that have need for drainage/migration culverts, retaining walls, vegetation management, resiliency connectors and other safety, community, economic and habitat co-benefits as identified by Tasks 1 & 2.

*Note that the above list is subject to change and other not currently identified projects may be substituted for the above list based on public/stakeholder input during Tasks 1 & 2. Resources will vary for each design package and that could also vary the number of design packages in the list. The list is provided to assist proposers in gaging the level of resources needed for this task.*

**Next Steps Summary** - Include a summary of next steps Kern COG will take towards prioritized implementation each of the above identified projects. Include eligible funding options, inclusion in the RTP/SCS Action Element Climate Adaptation Section, etc.

**Circulate Draft Conceptual Designs** - Circulate draft Conceptual Designs to the appropriate stakeholders and collect and address comments (**Consultant**).

**Draft Final Conceptual Designs** - Develop Draft Final 30% Pre-Environmental Conceptual Design Drawings/Cost Estimate Report. Identify and prioritize near-term



projects that can incorporate this mitigation projects in a Draft and Final Report to the stakeholders (**Consultant**).

### **Task 3 Deliverables**

**3.1** Draft Pre-Environmental Conceptual Design Drawings/Cost Estimate Report (**Consultant**)

**3.2** Mark-up of Draft Pre-Environmental Conceptual Design Drawings/Cost Estimate Report (**Kern COG**)

**3.3** Incorporate/address all stakeholder and public comments into the Pre-Environmental Conceptual Design Drawings/Cost Estimate Final-Draft Report (**Consultant**)

### **Task 4: Detailed Community Engagement (DCE)**

**Informing Decision Making** – The public engagement will inform decision-making in two ways. 1) The public DCE will be used to refine and select the strategies and projects in Tasks 1-3. 2) The DCE input received from this study will be used for both this study and development of the 2026 RTP/SCS Climate Adaptation Section to ensure continuity and follow through on the recommendations of the study. The Climate Adaptation Section recommendations will also be reflected in the Policy and Action elements of the 2026 RTP SCS as appropriate and will guide Kern COG's long-term transportation funding decisions.

**DCE Plan** - The DCE will leverage the latest Kern COG Public Involvement Procedure (PIP) document for the RTP/SCS and Sustainable Communities Strategy (SCS) update process. The PIP plan was developed with representatives from disadvantaged communities, social justice, environmental, business and industry advocates. The consultant will develop an DCE plan specific to study, incorporating specific and appropriate Community Engagement Best Practices found in the grant guidelines on <https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sustainable-planning-grants-2021/122822-update/final-fy2023-24-stpg-application-guide.pdf> p. 64-66. The Draft DCE plan will be reviewed by the steering committee for review and adjustments as appropriate. The DCE plan will be comprised of two rounds of eight DCE events for each Twin Pass Corridor (8 events for each Twin Pass Corridor for a total of 16 events). The plan will require the consultant to provide a Project Introductory Animation, PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services, hybrid online meeting options, receipts for light snacks (Caltrans approval required prior to purchase. No full meals.) Note also that the plan shall include Spanish translation for the less technical material.

**Project Introductory Animation (PIA)** - The PIA should be roughly 3 minutes and will convey how the suggested projects provide climate mitigation, adaptation, resiliency, and co-benefits (including economic) to historically disadvantaged communities in the region. The animation needs to be provided in both Spanish and English. For budgeting purposes, here is an example of the level of animation we are looking for: [https://www.youtube.com/watch?v=J\\_SUvtcUctw](https://www.youtube.com/watch?v=J_SUvtcUctw) . A draft story board of the animation shall be provided to Kern COG staff for mark-up prior to beginning animation work.

**8 Stakeholder DCE Meetings across both Twin Pass Corridors and Countywide - Round 1** – web conference DCE events focused on the disadvantaged communities of 1) Mettler/Tejon including the Tejon Indian Tribe; 2) disadvantaged communities of Arvin/Lamont; 3) disadvantaged community of Keene and Tehachapi; 4) disadvantaged community of Mojave and Rosamond; and 5-8) to be determined by the Task 5 advisory committee based on the anticipated locations of Task 3 Conceptual Design projects. Note that each DCE Meeting will likely be reviewing more than one conceptual design project. Consideration should be given to coordinating these meetings with existing committees such as the AB 617 community meetings in Shafter and Arvin/Lamont.

**8 Stakeholder DCE Meetings across both Twin Pass Corridors and Countywide - Round 2** – Same as Round 1 with adjustments as appropriate.

#### **Task 4 Deliverables**

**4.1 Stakeholder DCE Meetings Round 1** – Meeting Bilingual translation, DCE contact lists – including media, tribal and local governments, public agencies, Non-governmental and community benefit organizations, the general public. Webinar materials including invitations, agendas, participant lists, presentations, public/stakeholder summary of meeting input.

**4.2 Stakeholder DCE Meetings Round 2** – Same as Round 1 with adjustments as appropriate.

**4.3 Project Introductory Animation Story Board**

**4.4 Project Introductory Animation Video**

#### **Task 5: Advisory Committee Meetings**

The program will include an advisory committee to provide input on the public DCE process, and project task deliverables. The advisory committee will consist of representatives from key stakeholders including Caltrans, local governments, and other agencies and organizations. We anticipate the need for not more than eight advisory committee meetings to develop and review major deliverables. The selected consultant will prepare presentations for each meeting and prepare meeting summary notes.

#### **Task 5 Deliverables**

**5.1 Kick-off Advisory Committee Meeting (Consultant)**

**5.2 Note more than 7 advisory committee Meetings (Consultant)**

#### **Task 6: Draft Final and Final Study**

Upon completion of the three major reports and incorporation of public input, a Draft Final compilation document will be circulated to and made available for one more round of public review and comments. Final changes will then be incorporated based on public and stakeholder input and the Final Report will be circulated.

#### **Task 6 Deliverables**

**6.1 Draft Final Document (Consultant)**

**6.2 Mark-up Draft Final Document (Kern COG)**

**6.3** Incorporated/address all stakeholder and public comments as appropriate into Final Document (**Consultant**)

### **Task 7: Board Review/Acceptance**

Kern COG Board/Transportation Planning Policy Committee (TPPC), The Transportation Technical Advisory Committee (TTAC), and the Regional Planning Advisory Committee (RPAC) will review the Draft Final and Final study documents at two separate public meetings for each committee for a total of 6 public meetings. The consultant may participate via hybrid web conferencing. Summary presentations for the Draft and Final Documents will be prepared by the consultant and provided to Kern COG staff for review and comment 15 days prior to the TTAC meeting. The consultant will be prepared to give the presentations online at the meetings. The final document will be presented for review and acceptance by the TPPC.

### **Task 7 Deliverables**

**7.1** Draft Final Document Public Meetings Online (TTAC, RPAC, TPPC) (**Consultant**)

**7.2** Final Document Public Meetings Online (TTAC, RPAC, TPPC) (**Kern COG**)

## **COORDINATION**

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

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

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

**All data, maps and all other materials prepared or collected under this contract will become the property of Kern COG.** The consultant will provide monthly progress reports to the Kern COG project manager. These monthly status reports will include descriptions of work tasks completed that month and will identify any issues that may affect project schedule or project deliverables.

**NOTE: THIS EXHIBIT B IS NOT TO BE SUBMITTED WITH YOUR SOQ.**

## **RFQ EXHIBIT B**

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

#### **Kern Area Regional Goods-movement (KARGO) Climate-Change Adaptation Mitigation Study (C-CAMS) Consultant Services**

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 "???"** 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 "???"**. During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Ben Raymond  
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 "C"**). 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 "C,"** 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 "???"**; (2) an itemization of Other direct cost and/or subcontractor fees as agreed to in **Exhibit "???"**; (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:

\_\_\_\_\_  
Ahron Hakimi, Executive Director  
Kern Council of Governments

APPROVED AS TO FORM:

KERN COUNCIL OF GOVERNMENTS

\_\_\_\_\_  
Brian Van Wyk, Deputy  
Kern County Counsel

\_\_\_\_\_  
XXXXXX, Chair  
"Kern COG"

CONSULTANT

\_\_\_\_\_  
Consultant

Sample Contract Exhibit “A”

Scope of Work

*[Insert Final Negotiated Consultant Scope of Work Here]*

Sample Contract 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



**NOTE:** THIS EXHIBIT C IS TO BE SUBMITTED WITH YOUR SOQ IN A  
SEPARATE SEALED ENVELOPE

**RFQ EXHIBIT C**

**SAMPLE COST PROPOSAL FORM 1**

**SAMPLE COST PROPOSAL 1**

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant    ☐ Subconsultant    ☐ 2<sup>nd</sup> Tier Subconsultant

Consultant \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**LABOR COSTS**

a) Subtotal Direct Labor Costs \_\_\_\_\_

b) Anticipated Salary Increases (see page 2 for calculation) \_\_\_\_\_

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \_\_\_\_\_

**INDIRECT COSTS**

d) Fringe Benefits (Rate: \_\_\_\_\_ )      e) Total Fringe Benefits [(c) x (d)] \_\_\_\_\_

f) Overhead (Rate: \_\_\_\_\_ )      g) Overhead [(c) x (f)] \_\_\_\_\_

h) General and Administrative (Rate: \_\_\_\_\_ )      i) Gen & Admin [(c) x (h)] \_\_\_\_\_

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \_\_\_\_\_

**FIXED FEE**

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee \_\_\_\_\_ ] \_\_\_\_\_

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

l) **TOTAL OTHER DIRECT COSTS** \_\_\_\_\_

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	_____
Subconsultant 2:	_____
Subconsultant 3:	_____
Subconsultant 4:	_____

m) **TOTAL SUBCONSULTANTS' COSTS** \_\_\_\_\_

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \_\_\_\_\_

**TOTAL COST** [(c) + (j) + (k) + (n)] \_\_\_\_\_

**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**SAMPLE COST PROPOSAL 1**

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	5000	=	750	Estimated Hours Year 4
Year 5	100%	5000	=	500	Estimated Hours Year 5
Total	100%	Total	=	5000	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			=	\$257,871.10	
Direct Labor Subtotal before Escalation			=	\$250,000.00	
Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**SAMPLE COST PROPOSAL 1**

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: \_\_\_\_\_ Title \*: \_\_\_\_\_

Signature : \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--