

REQUEST FOR PROPOSALS

San Joaquin Valley Regional Transportation Planning Agencies Coordinator

Proposals Requested by:

**San Joaquin Valley Regional Transportation Planning Agencies
c/o Fresno Council of Governments
2035 Tulare St. Suite 201
Fresno, CA 993721
Phone: 559-233-4148
Fax: 559-233-9645**

February 9, 2018

Member agencies: Fresno Council of Governments, Kern Council of Governments, Kings County Association of Governments, Madera County Transportation Commission, Merced County Association of Governments, San Joaquin Council of Governments, Stanislaus Council of Governments, Tulare Association of Governments

INTRODUCTION

In 2006, Metropolitan Planning Organizations (MPOs) in California's San Joaquin Valley (SJV) established a voluntary Regional Policy Council comprising 16 locally elected officials from the eight Valley counties. This Policy Council, consisting of two members from each of the eight MPOs, was established to discuss and build regional consensus on issues of Valley importance. The Council has a unique and potentially pivotal position in furthering Valley collaborative efforts and improving Valley residents' quality of life.

The San Joaquin Valley Regional Policy Council provides guidance and oversight of jointly undertaken work efforts. The eight MPOs, as much as practicable, rely on existing agency staff for financing, data and expertise, but may jointly contract for services if provided for in each of their individual Overall Work Programs and budgets. The SJV Transportation Planning Agencies' Directors' Committee ensures regular coordination and communication, with various individual regional agencies appointed lead on some of the collaborative efforts. There are also some joint contracted efforts (such as air quality-related issues) to provide the services needed. These are all documented within the annual budget and Valleywide Overall Work Program the Policy Council adopts.

This request for proposals seeks qualified organizations and individuals to provide administrative and management support for joint activities, for both the Regional Policy Council and the RTPA Directors.

I. SCOPE OF WORK

1. Staff the Regional Policy Council (RPC) and RTPA Directors' Committee.
 - Develop agenda and packet enclosures.
 - Confirm location and coordinate meeting logistics, including call-in capabilities.
 - Coordinate guest speaker logistics and materials.
 - Send invitations and collect RSVPs.
 - Produce and disseminate meeting minutes and follow up materials.
 - Follow-up with Policy Council Chair/Directors' Chair to confirm any new assignments or tasks discussed.
 - Finalize and disseminate annual meeting schedules.
 - Provide grant writing assistance.
 - Plan and organize other meetings and events sponsored by the RPC or the Directors' Committee such as working groups, workshops, legislative sessions and media events (specific role will vary and will be determined by the Directors' Committee).
 - Coordinate, develop and deliver the annual Valleywide Overall Work Program and budget in cooperation with Valley RTPA Directors and staff.
2. Organize the annual Policy Conference with assistance from host agency.
 - Identify meeting location with host agency.
 - Develop and circulate invitation.
 - Create registration system and track RSVPs.
 - Develop conference agenda with host agency.
 - Make hotel accommodations and coordinate meal planning and audio/visual needs.
 - Lead fundraising activities.
3. Coordinate the Valley Voice Washington and Sacramento programs.

- Produce Valley Voice program materials (brochures, white papers, speaker bios, talking points, etc.) (Washington and Sacramento).
- Coordinate with (specified MPO) lobbyist to confirm dates and develop Valley Voice itinerary.
- Secure block rate/hotel arrangements.
- Handle follow-up action items.

4. Public relations activities

- Develop a quarterly newsletter, press releases (as needed), letters of support.
- Develop and maintain relationships with other organizations such as CALCOG, Caltrans, the California Partnership for the San Joaquin Valley, the California Transportation Commission, the San Joaquin Valley Air Pollution Control District, and the Self-Help Counties Coalition.
- Actively seek Valleywide sponsorships to offset Valley Voice expenses for all participants.
- Actively seek grant and/or other funding for Valleywide programs and activities.
- Maintain regional websites,
 - www.sjvcogs.org
 - www.valleyblueprint.org (including Planners Toolkit)
- Maintain accurate and timely content including meeting schedules, agenda packets, minutes, council rosters and contact information.
- Maintain a document library of relevant regional information, publications and material related to the activities of the RPC and the Directors’ committee.

II. LENGTH OF CONTRACT: (To be determined in consultation with SJV Directors)

III. PROPOSAL REQUIREMENTS

Comprehensive proposal content is important. Clarity and brevity will be considered in assessing the proposer’s capabilities. All consultant proposals will be screened by the consultant selection committee. The committee will determine which consultants will be invited to make formal presentations and be interviewed by the selection committee. The selection committee reserves the right to make a final selection without an interview.

Deliver one (1) electronic and eight (8) hard copies of the proposal to Fresno Council of Governments, 2035 Tulare St., Suite 201, Fresno, CA. 93721 by 5 p.m. Monday, March 12, 2018. Proposals not received by that date and time will not be considered. To simplify the review process and comparative analysis, the proposal should be organized in the following manner.

A. Transmittal letter

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

B. Table of Contents

Include identification of the material by section and page number.

C. Overview

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

D. Detailed Work Plan

This section should include the following components.

1. Task Description

Include a full description of each step to be followed in carrying out the project. The work description should be presented in sufficient detail (tasks, subtasks, etc) to show a clear understanding of the work and the proposed approach. *Identify proven methods applied to achieve successful consensus between opposing groups.*

2. Deliverables:

- Agendas and related support materials for San Joaquin Valley RTPA Directors meetings.
- Identify appropriate positions and roles for the San Joaquin Valley Policy Council on policy issues facing the San Joaquin Valley.
- Identify legislative issues of interest.
- Analysis of pending state and federal legislation to determine potential impacts on the San Joaquin Valley.
- Monthly website updates and maintenance for sjvcogs.org, valleyblueprint.org
- Valley Voice program materials (brochures, white papers, etc.) (Washington and Sacramento).
- Analysis of developing federal and state public policy issues, (transportation, water, air quality, etc.) for their potential impacts on the San Joaquin Valley.
- Analysis of transportation policy issues facing the California Transportation Commission for direct and indirect impacts on the San Joaquin Valley.
- Annual Valleywide Overall Work Program and budget.
- Annual Policy Conference, with assistance from host agency.
- Valleywide sponsorships for Fall Policy Conference and Valley Voice activities.

- Quarterly newsletter, press releases, legislative position letters, as needed.
- Grant applications, as required.
- Monitor and assist with Valleywide SB 375 activities including the status of each MPO's Sustainable Communities Strategy and Alternative Planning Strategy development.
- Monitor and report on the implementation of the State Route 99 Business Plan including coordination with the San Joaquin Valley RTPA Directors and Caltrans Districts 6 and 10.
- Monitor and report to San Joaquin Valley RTPA Directors on High-Speed Rail planning, administrative and political activities for their potential impacts on the San Joaquin Valley.
- Identify potential funding sources for carrying out SB 375 activities. Examples of programs that need to be evaluated for funding opportunities include:
 - Strategic Growth Council (SGC) and Proposition 84
 - Energy Commission Planning Grants
 - Caltrans Planning Grants
 - Legislation i.e. SB 1445 etc...
 - Federal Grants and Programs
 - Sustainable Community Initiative (SCI)
 - Air Districts
- Comprehensive assessment of regional and local funding needs in order for these agencies to implement the various planning activities associated with the integrated planning requirements of existing state legislation i.e. AB 32, SB 375.

3. Schedule:

A schedule showing the expected sequence of tasks, subtasks, etc. should accompany the work description. Important milestones should be identified on the schedule.

E. Summary of Qualifications

Provide a short description of previous projects that significantly relate to the firm's qualifications for this project. Identify lead staff for this project with names, resumes and qualifications for each individual assigned. Provide names, addresses, and telephone numbers for a least three clients for whom the firm provided services similar to those described in this RFP.

F. Task Budget

A schedule of estimated costs to complete each task should add down to the total cost of the project (see Table 1 & 2). The task budget should include a subsidiary breakdown by task of hours and billing rate charges. To ensure a full understanding of the resources committed to the project the schedule should clearly indicate the amount of hours key personnel will be used in each task.

G. Budget and Cost Breakdown

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

1. Direct Labor Costs – A schedule of billing rates and hours worked by employee or category of employee is required of the prime contractor and all subcontractors. Billing rates shall be based on actual pay rates and should cover all costs associated with the employee (salary, benefits, and anticipated cost of living and/or merit increases during the term of the contract). Depending on the individual cost structure, overhead may be applied as a component of the billing rate or applied separately. The proposer should be prepared to validate billing rates with payroll registers, wage agreements, or other payroll documentation.

2. Overhead Rates – The overhead rate should include all indirect cost not readily assignable to cost objectives specifically benefited. Typically an overhead rate is calculated on a company or division wide basis by segregating expenses into direct cost and indirect cost categories and then dividing the indirect costs by a direct cost base such as direct labor to arrive at an overhead rate. The overhead rate is then applied on a contract by contract basis to recapture the indirect costs that are not chargeable directly to a final objective such as general and administrative, facilities, equipment, supplies, accounting, maintenance, materials, etc. Some cost structures may be broken into various overhead rates that are applied to different bases. The proposer should be prepared to provide supporting documentation such as prior agreements with government agencies or audits of prior year activities to validate overhead rates structures.

3. Direct Cost – Direct costs are those incremental costs that can be identified specifically with a particular final cost objective. Although in some instances direct cost and indirect cost may include similar categories, incremental direct cost attributable to final objectives must be separated and not included in the overhead calculation. All direct cost specifically attributed to the project and not included in the billing rates must be itemized by budget category to be eligible for reimbursement. Once contractually authorized, direct cost budgets may not be substituted without prior written consent of FCOG.

4. Federal and State Laws – Allowable costs shall be determined by 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq. and Title 2 CFR, Part 200, Uniform Administrative Requirements. If indirect costs are included in the proposal, consultant shall have an accounting system capable of segregating direct cost from indirect costs per the above cited regulations. Consultant shall comply with all applicable laws and maintain books, documents, papers, and accounting records for a period of three years from the date of the final payment. The federal rules are applicable to all sub-contractors consultant engages for this project.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration as specified by the California Department of Transportation's Travel Guide at the following link; <http://www.dot.ca.gov/hq/asc/travel/>

5. Sub-consultant Fees – Sub consultants must provide the same cost data detail as the prime contractor (see Table 1 and Table 2).

6. Fixed Fee – A fixed fee is calculated as a basis of total direct and indirect costs. The State of California allows a 10 percent maximum fee.

The hypothetical cost format example given below is to illustrate required components of the cost proposal only, and may have to be tailored to fit individual cost structures.

HYPOTHETICAL
COST ESTIMATE

Table 1 - Direct cost by Task

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

Table 2 - Project Task Costs by Key Personnel

Task No. and Description	Key Staff #1	Key Staff #2	Staff Support	Total Hours

Task 1. Establish Parameters	25	75		100
Task 3. Data Collection and Analysis		400	250	650
Task 4. Final Report and Presentation	15	50	175	240
Total Hours	40	525	425	990
Billing Rate	\$75.00	\$44.06	\$25.00	
Memo Total	3,000	23,132	10,625	36,757

* Subconsultants must provide required cost components found in Tables 1 & 2

V. PROPOSED TIME SCHEDULE

Activity	Date
Request for Proposals Released	February 9, 2018
Deadline for Proposal Submittal	March 12, 2018
Oral Interviews/Selection Process	April 5, 2018
Notice to Proceed (Subject to Contract Signing)	June 1, 2018
Completion of Project	TBD

VI. DELIVERABLE PRODUCTS

Consistency with the detailed work plan, including task descriptions and deliverables identified in Section D will be emphasized.

File copies of all correspondence, technical memoranda, and other documents should be delivered to the project manager on CDs in Microsoft Word. All graphic information will be made available in GIF or JPG format. In addition, all documents will be made available to Directors in a format that can be conveniently entered into sjvcogs.org website. All data, maps, and other materials prepared or collected under this contract will become the property of Directors.

VI. MEETINGS

The selected consultant will be required to participate in all San Joaquin Valley RTPA Directors meetings and all related Valleywide meetings, including conference calls with the RTPA Directors (as needed).

VII. CONSULTANT SELECTION

A selection committee will screen all consultant proposals submitted in response to this request. The committee will determine, through the screening process, which consultants will be invited to make formal presentations and be interviewed by the committee. The section committee reserves the right to make a final selection without an interview.

VIII. BUDGET

The available budget for this project will consider the specific tasks identified in consultant’s proposal.

IX. RFP QUESTIONS

All questions on the RFP should be submitted by **email** no later than March 1, 2018 to:
Robert Phipps, Deputy Director
Fresno Council of Governments
2035 Tulare St. Suite 201
Fresno, CA 93721
Phone: 559-233-4148 Ext. 210
Fax: 559-233-9645

X. PROPOSAL SUBMITTAL

A. Submission of Proposal/Period of Acceptance

One reproducible master and eight copies of all proposals must be delivered to Directors no later than 5 p.m., PST on March 12, 2018. Proposals will not be accepted after 5 p.m. PST. Postmarks will not be accepted. Proposals should be delivered to:

Robert Phipps, Deputy Director
Fresno Council of Governments
2035 Tulare St. Suite 201
Fresno, CA 93721

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

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

B. Examination of RFP Document

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period. The proposer shall also be responsible for informing itself with respect to any and all conditions that may in any way affect the amount or nature of the proposal or the performance of the work in the event the proposer is selected. Failure of the proposer to examine and inform itself in this manner shall be at the proposer's own risk and no relief for error or omission shall be given.

C. Insurance Requirements

Without limiting Directors' right to obtain indemnification from consultant or any third parties, consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract.

1. Comprehensive general liability insurance with coverage of not less than \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name Directors, 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 Directors, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the CONTRACTOR's policies herein.

2. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.
3. Professional liability insurance of at least \$2 million.
4. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of 30 days' advance written notice given to Directors. Consultant shall provide certification of said insurance to Directors within 21 days of the date of the execution of the contract. Such certification shall show, to Directors' satisfaction, that such insurance coverages have been obtained and are in full force; that Directors, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Directors, 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 Directors, its officer, 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 30 days' advance, written notice given to Directors.

In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, Directors may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

D. Disadvantaged Business Enterprise (DBE) Certification

DBE Bidders Listing (Attachment B) must be completed for all contractors and subcontractors regardless of DBE affiliation.

Valley RTPAs fully anticipate that they will consistently meet and exceed adopted DBE overall goal under 49 CFR Part 26 using race-neutral measures exclusively.

Only DBE firms currently certified per 49 CFR Part 26 will participate as DBEs in this program. Such certification must be issued by Caltrans, FHWA, FTA, DOT, MPO, City, County, or State in accordance with 49 CFR Part 26.

Directors will not deny award to consultants on the basis of DBE participation, who demonstrate that they have used good faith efforts to achieve DBE participation. Consultant selected on the basis of DBE participation must provide the following information with the initial proposal or before entering into a contractual agreement with Fresno COG:

1. The names and addresses of the DBE firms.

2. A description of the work each DBE will provide.
3. The dollar amount of participation by each DBE.
4. Proof of DBE certification.
5. Written confirmation that the DBE will participate.
6. If DBE participation is not achieved, evidence of good faith efforts must be provided.

Consultants are required to maintain records and document payments to all subcontractors for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative on Fresno COG, Caltrans, FHWA, or DOT. This reporting requirement also extends to any certified DBE subcontractor. The contractor shall maintain records showing the name and address of each subcontractor, the date of payment, and total dollar figure paid to each subcontractor.

Directors will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, or local laws.

E. Conflict of Interest

The prospective contractor shall disclose any financial, business or other relationship with Directors that may have an outcome on the selection.

E. Preparation of Proposal

The proposal shall be formatted in accordance with the requirements specified in Section III: Proposal Requirements of this RFP. Proposal forms shall be executed by an authorized signatory as described immediately following Section F: Signing of Proposal/Authorization to Negotiate. All proposals shall be prepared by and at the expense of the proposer.

F. Signing of Proposal/Authorization to Negotiate

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

G. Modification or Withdrawal of Proposals

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

All verbal modifications to these conditions or provisions are ineffective for proposal evaluation purposes. Only written changes issued by proposers to Directors are authorized and binding.

H. Rejection of Proposals

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

I. Contract Award

The contract will be awarded by the Directors. Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded by Directors and executed by the Directors designees.

J. Attachments

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

- ◆ Attachment A - Title VI Assurance
- ◆ Attachment B – DBE/WBE Bidders Listing
- ◆ Attachment C – Budget and Cost Schedule Template

XI. DIRECTORS RIGHTS

Directors may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the work described in the RFP. Directors reserve the right to:

1. Reject any or all of the proposals if it deems such action is in the public interest;
2. Issue subsequent requests for proposals;
3. Cancel the entire request for proposal;
4. Remedy technical errors in the request for proposals process;
5. Appoint an evaluation committee to review the proposals;
6. Seek the assistance of outside technical experts in proposal evaluation;
7. Approve or disapprove the use of particular subcontractors;
8. Establish a short list of proposers eligible for interviews after review of written proposals;
9. Negotiate with some, all, or none of the respondents to the RFP;
10. Solicit best and final offers from all or some of the proposers;
11. Award a contract to one or more proposers;
12. Accept an offer other than the lowest price offer; and
13. Waive informalities and irregularities in proposals and the bid process.

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

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

XII. PROPOSER OBJECTIONS

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

- ◆ No later than one week prior to the date proposals are due, for objections to RFP provisions; or
- ◆ Within three working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to proposer selection.

If the proposer does not state any objections, Directors will assume that the RFP scope of service are acceptable to the proposer and have been fully factored into its response. Given the need to initiate the project in a relatively short period of time, if the proposer intends to negotiate with Directors concerning any part of the scope of services that the proposer finds objectionable, the proposer must provide specific language in its response that will address or cure its objections.

Attachment A

TITLE VI ASSURANCE

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

Attachment C

BUDGET AND COST SCHEDULE TEMPLATE

TASKS	(Name)		(Name)		(Name)		Total Task Hours	Total Task Cost
	(Role)		(Role)		(Role)			
	(Hourly Billing Rate)		(Hourly Billing Rate)		(Hourly Billing Rate)			
Task	Hours	Cost	Hours	Cost	Hours	Cost		
Tasks Subtotal								

DIRECT COSTS

Direct Cost		Amount
Direct Costs Subtotal		

SUBCONSULTANTS

Subconsultants		Total Cost
Subconsultants Subtotal		

PROPOSAL GRAND TOTAL		
-----------------------------	--	--