



REQUEST FOR PROPOSALS

**Mendocino County Regional Vehicle Miles Traveled (VMT)
Mitigation Program**

for

MENDOCINO COUNCIL OF GOVERNMENTS

Mendocino Council of Governments
525 South Main Street, Suite G
Ukiah, CA 95482

April 14, 2026

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I. BACKGROUND

A. The Region

The Region, served by the Mendocino Council of Governments' (MCOG) transportation planning activities, exists totally within the boundaries of Mendocino County. Mendocino County lies within the northern extension of California's Coastal Ranges. These mountains are characterized by a series of southeast to northwest trending ridges which are separated occasionally by narrow valleys. Although the relief is not particularly great except in the extreme eastern part of the county, the mountainous nature of the area minimizes ground transportation options. Transportation routes tend to be located within intermontane valleys. East-west travel is especially arduous since parallel ridges must be traversed.

B. Population

2025 California Department of Finance population estimates place Mendocino County population at 89,827. This includes an unincorporated population of 28,802 and an incorporated population of Ukiah (16,325), Fort Bragg (7,187), Willits (4,838) and Point Arena (452).

The bulk of the population in Mendocino County is concentrated in a few areas of the county. Ukiah, Talmage, Calpella, and Redwood Valley make up the largest single population concentration. Fort Bragg and the coastal area southward to the Navarro River is another population center. Willits, the surrounding Little Lake Valley and Brooktrails subdivision comprise the only other large settlement area in the county. Much of the rest of Mendocino County is rural and undeveloped.

C. Organization and Management

Transportation planning in Mendocino County is the responsibility of the Mendocino Council of Governments, which is the designated Regional Transportation Planning Agency (RTPA). MCOG is a Joint Powers Agency composed of the County of Mendocino, and the cities of Fort Bragg, Point Arena, Ukiah, and Willits. The MCOG Board of Directors is composed of two members of the County Board of Supervisors, one councilmember from each of the four cities, and one countywide representative appointed by the Board of Supervisors. With the addition of a representative of the Caltrans District 1 Director, the MCOG Board becomes the Policy Advisory Committee.

D. Purpose

MCOG is seeking to develop a Regional Vehicle Miles Traveled (VMT) Mitigation Program for the Mendocino County region to help local jurisdictions comply with SB 743 which requires CEQA lead agencies to assess VMT impacts that land use development or transportation projects may cause, and to mitigate these impacts when VMT impacts are identified.

II. PROJECT DESCRIPTION

This project will explore options for development of a Mendocino County Regional Vehicle Miles Traveled Mitigation Program. VMT is a regional issue, and providing a coordinated system for addressing VMT impacts at the regional level will provide a vehicle for reducing impacts while also funding projects and programs where they provide the greatest VMT and GHG reduction benefit. As Mendocino County jurisdictions implement Senate Bill 743, it has become apparent that many development projects will be unable to mitigate VMT related transportation impacts on site. Development and implementation of a regional VMT mitigation program (which may

include fees, banking, exchange programs, or other components) will allow project sponsors to offset VMT impacts off-site and could fund active transportation, transit, and other VMT reducing projects throughout the region. Assessing options for and recommending a potential regional VMT mitigation solution supports local jurisdictions' efforts to reduce greenhouse gas emissions in Mendocino County.

The project area encompasses the entirety of Mendocino County. The US Census Bureau data estimates Mendocino County's population at approximately 89,108. According to US Census Bureau, the median household income (MHI) statewide average is \$95,521 (2023) and Mendocino County's overall MHI is approximately 73% of the statewide average. This is below the AB 1550 definition which defines low-income households as "at or below 80% of the statewide median income" thus qualifying Mendocino County as an under-resourced community. The California Healthy Places Index (HPI) scores for tracts within Mendocino County range from 4.7 to 68.6 percentile, reflecting disparities in access to resources, economic opportunity, and living conditions. These figures underscore the socioeconomic challenges faced by Mendocino County residents, particularly in areas like Willits and parts of the unincorporated regions, where income levels fall well below statewide averages. Such disparities highlight the need for targeted investments and programs to address economic and health inequities across the county. These communities are dispersed throughout the coastal and inland regions of the county. A regional VMT mitigation program could specifically target VMT reducing projects that serve these communities which could reduce travel distances and costs, improve mobility and safety, and lower automobile related travel impacts.

Regional planning efforts related to this study include the "Senate Bill 743 Vehicle Miles Traveled Regional Baseline Study" developed by MCOG in 2020.

Local conditions and demographics will be considered during this process to ensure that the proposed program is able to distribute VMT reductions equitably and that no single population group or community is negatively impacted by the program.

III. SCOPE OF WORK

Project Stakeholders

The Mendocino Council of Governments (MCOG) will lead and guide the project in cooperation with local jurisdictions (County of Mendocino, Cities of Ukiah, Willits, Fort Bragg and Point Arena). These local agencies are currently implementing SB 743 and working to reduce greenhouse gas emissions and vehicle miles traveled in accordance with local priorities and goals and statewide objectives. The development community and stakeholders will be engaged as part of the project, and feedback from these groups will be used to inform recommendations developed as part of this project. MCOG staff will manage the project and local agency staff (County of Mendocino, Cities of Ukiah, Willits, Fort Bragg and Point Arena) and Caltrans staff will guide the project through participation in a project Technical Advisory Group (TAG). A consultant will be hired to evaluate different VMT mitigation program alternatives, gather feedback on these alternatives, evaluate their appropriateness for Mendocino County, and recommend a program.

Overall Project Objective

The overall objective of this project is to develop a Mendocino County Regional Vehicle Miles Traveled Mitigation Program. Mendocino County jurisdictions are implementing SB 743 and have identified a need to establish a framework for offsite mitigation of VMT for projects that are not able to mitigate the entirety of their impacts onsite. The VMT mitigation program could fund

active transportation, transit, and other VMT reducing projects throughout the region that decrease VMT and greenhouse gas (GHG) emissions, improve safety, combat climate change, and improve the quality of infrastructure within disadvantaged communities.

Task 1: Coordination with Project Partners; Invoicing and Monthly Reports

Coordination with Project Partners/Develop Project Technical Advisory Committee (TAG) –

MCOG shall hold a kick-off meeting with the successful consultant to discuss the project and administrative procedures.

MCOG shall develop a project Technical Advisory Group (TAG) composed of local staff that are implementing SB 743 in their jurisdictions (including the County of Mendocino, the cities of Ukiah, Willits, Fort Bragg, and Point Arena), in addition to MCOG, Caltrans, the consultant, the development community, and others that may be identified. The TAG shall meet monthly throughout the project to guide the project, address any issues that may arise, and develop recommendations. Consultant shall schedule and attend TAG meetings, and shall prepare agendas, meeting materials, and meeting summary notes.

MCOG staff shall schedule and hold a project kick-off meeting with the consultant and TAG to refine scope of work and discuss the intent of the project. MCOG shall prepare the kick-off meeting agenda; Consultant shall prepare the meeting notes.

All meetings for this task shall include opportunities for remote attendance.

Invoicing and Monthly Reports – Consultant shall submit monthly invoices, accompanied by a brief summary of work performed. Invoices must be consistent with Caltrans’ requirements.

Task Deliverables (Responsible Parties: MCOG, TAG, Consultant)
<ul style="list-style-type: none"> • Consultant kick-off meeting agenda (MCOG), meeting attendance (MCOG, Consultant), and meeting notes (MCOG) • TAG Roster (MCOG) • TAG Kick-off meeting agenda (MCOG); kick-off meeting attendance (MCOG, TAG Members, Consultant); kick-off meeting notes (Consultant) • Monthly TAG agendas and meeting notes (Consultant), TAG meeting attendance (MCOG, TAG members, Consultant) • Monthly consultant invoices, with summary reports (Consultant) • This task includes travel expense (Consultant)

Task 2: VMT Mitigation Program Outreach and Scoping

Develop Project Outreach Plan

- Consultant shall work with MCOG staff and the TAG to develop a list of stakeholders and an Outreach Plan that outlines how stakeholders will be engaged as part of this project. As this is a “technical” study project, key stakeholders will include members of the development community, local jurisdictions’ staff, and representatives of housing organizations such as the Rural Communities Housing Development Corporation, and local Tribal Governments. Additional stakeholders will be identified by the TAG. Outreach will also include engagement with the general public and underserved communities, which will include an opportunity to provide feedback on program recommendations. The exact methods of outreach will be determined during development of the project outreach plan, which is a deliverable of this task, however, methods may include in person meetings or workshops, direct one on one outreach, and virtual outreach options. The outreach plan will also determine how best to publicize engagement opportunities in both English and Spanish as appropriate and may include, local media advertising, social media, and agency or project website use.

Identify Key Issues - Consultant shall work with MCOG and the TAG to identify key issues that should be addressed by the project and final program recommendations. These could include the analysis and discussion of:

- Legal requirements
- Effectiveness of VMT reducing projects
- Cost effectiveness of VMT reducing projects
- Geographic scope of the recommended program
- Equity
- Discussion of program administration
- Identification of other key issues

Task Deliverables (Responsible Parties: MCOG, TAG, Consultant)
<ul style="list-style-type: none">• Stakeholder Roster• Project Outreach Plan• Technical memorandum summarizing key issues that should be considered part of the project and development of a regional VMT mitigation program.

Task 3: VMT Mitigation Program Options and Draft Recommendations

Identify and summarize existing and studied VMT Mitigation Programs - Consultant shall identify and summarize VMT mitigation programs that have been studied and implemented across the state. This work should include information on program specifics, including banking, exchange, or fee program mechanics, and how the program is administered. Projects that have been funded by a VMT program should be identified as part of this process. This review process should identify any problems implementing agencies had administering and running their program and should identify methods for addressing these problems.

Evaluate VMT Mitigation Program Options - Consultant shall identify strengths and weaknesses of each program and discuss potential implementation in Mendocino County.

Identification of Potential VMT Mitigating Projects - Project types may include transit projects, bicycle and pedestrian projects, rideshare/carpool projects, housing projects, or other appropriate types as determined by the consultant. The consultant shall include determination of project eligibility for use as mitigation. The consultant may consider guidance including the Caltrans VMT Mitigation Funding Status Tool and the CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity. This step will also include development of criteria for evaluating projects, and assessment of effectiveness in achieving new VMT reduction benefits. Potential for VMT reduction will be a significant factor in project evaluation, but other factors may be included as well such as cost effectiveness, geographic equity, and benefit to under-resourced communities.

Stakeholder Outreach - As outlined in the Project Outreach Plan developed in the previous task, the consultant shall work with MCOG and the TAG to identify key stakeholders including the local planning and public works staff, the development community, potential program funding recipients, and other interested parties. Stakeholders will be engaged through one on one or group interviews and focus groups, surveys, or by other means as proposed by consultant. Stakeholder feedback will be summarized and presented to MCOG staff and the TAG for review.

Legal Review - Consultant shall work with local agency legal staff and other legal experts as needed, to review legal requirements of the VMT Mitigation program and incorporate any feedback in program development and recommendations.

Provide Program Recommendation - Consultant shall provide detailed program recommendations using information collected as part of the review of existing and proposed VMT mitigation programs and based on feedback received as part of stakeholder outreach, and based on direction received from MCOG and the TAG.

Review and Preliminary Approval of Draft Program - Consultant shall work with MCOG and the TAG to present the draft program for review and preliminary approval by the Mendocino Council of Governments Board of Directors.

Task Deliverables (Responsible Parties: MCOG, TAG, Consultant)

- Technical memorandum summarizing existing and proposed VMT mitigation programs and identifying strengths and weaknesses of different programs.
- Summary of stakeholder outreach including list of stakeholder meetings/conversations and meeting notes.
- Technical memorandum summarizing the results of legal review and any legal issues that should be addressed or considered as part of VMT program implementation.
- Recommended VMT Mitigation banking program for Mendocino County including:
 - List of potential VMT reducing projects
 - Evaluation criteria for identifying other qualifying VMT reducing projects
 - Evaluation criteria for assessing effectiveness of VMT reductions
- Recommendations for program administration including implementing agency
- Recommendations for how lead agencies and project sponsors would interact and use the program
- Recommendations for ongoing program evaluation and improvement and effectiveness evaluation and reporting
- Summary of draft program approval, including meeting dates, agendas, board action and/or recommendations.

Task 4: Test Cases and Pilot Program Development

Once a draft VMT Mitigation Program has been preliminarily approved by the MCOG Board of Directors, MCOG staff and the consultant team shall work with one or more local agencies to identify past, current or upcoming projects to use as test cases for program evaluation. The consultant shall work with local agency staff and project sponsors to identify any issues or weaknesses of the program and present the results of the test cases in a technical memorandum directed to the project TAG and MCOG Board of Directors. The results of the test cases will be used to develop the final program.

In addition to evaluating the program through test cases, the consultant team will develop recommendations for a future pilot program to test the proposed program implementation on actual projects as they move through the approval process. The goal of the pilot program will be to “stress test” all aspects and phases of the program including program administration, project evaluation, and other aspects of the program.

Task Deliverables (Responsible Party: MCOG, Consultant)

- Evaluation of test cases
- Outline of pilot program for Mendocino County Regional VMT Mitigation Program, including participation requirements.
- List of pilot program participants including lead agencies, project sponsors/developers, and projects considered.
- Technical memorandum summarizing the results of the test case evaluation and recommendations for the future pilot program and final VMT Mitigation program.

Task 5: Final Program Recommendations

The consultant shall revise and update the draft program based on information learned through stakeholder outreach, legal review, results of test case evaluation in Task 4, and stakeholder engagement. The updated program recommendations will include a recommended program administrator, list of potential VMT reducing projects, quantification of VMT reductions, and a summary of how project sponsors and local jurisdictions could interact with and use the program. Final recommendations should also include a list of next steps towards program implementation which should identify responsible party and recommended implementation timeline.

- | Task Deliverables (Responsible Party: MCOG, Consultant) |
|---|
| <ul style="list-style-type: none"> • Final Regional VMT Mitigation Program Recommendation Report that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, and is submitted to Caltrans in an ADA accessible electronic copy. • Summary of revisions made to draft plan made in response to stakeholder outreach, legal review, stakeholder engagement, and Task 4 test case evaluation. |

Task 6: Board Review/Approval

The consultant shall work with MCOG staff and the TAG to present the final program for approval by the Mendocino Council of Governments Board of Directors.

- | Task Deliverables (Responsible Party: MCOG, Consultant) |
|---|
| <ul style="list-style-type: none"> • MCOG Board Agenda & Minutes • Final Regional VMT Mitigation Program presentation materials |

IV. PROPOSAL REQUIREMENTS

Each technical proposal shall contain as a minimum, the following elements:

A. Identification of Prospective Contractor

The proposal shall include the name of the firm submitting the proposal, its mailing address, telephone number, e-mail address, and the name of an individual to contact if further information is desired.

B. Management

The prospective contractor shall designate by name the project manager to be assigned to this project. The selected contractor shall not cause the substitution of the project manager without prior written approval of the Mendocino Council of Governments.

C. Personnel

The prospective contractor shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a resume' for each professional, a statement indicating how many hours (estimated) each professional will be assigned to the contract and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior written approval of the Mendocino Council of Governments.

D. References

The prospective contractor shall provide names, addresses and telephone numbers for at least three clients for whom the prospective contractor has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

E. Subcontractors

If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal. Consultant mark-up on sub-consultant costs is not allowed.

NOTE: Subcontractors will be obligated to comply with all applicable Federal and State procedures for this contract.

F. Methodology

The prospective contractor shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed.

Proposers' responses to the required tasks outlined in the RFP must be specifically numbered the same as in the RFP. If the responsible party for a certain task is not the Consultant, then that should be noted to maintain the required numbering. If additional tasks are proposed, they should be numbered as sub-tasks under the appropriate existing task.

Proposers may choose to provide additional details and optional tasks under existing tasks that may be considered and discussed in negotiations.

G. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall also identify all meetings, progress reports, deliverables, and the estimated staffing and hours to accomplish each task and deliverables.

H. Budget

The prospective contractor shall prepare a detailed budget, by task, for the work to be performed. The budget shall itemize all items that will be charged to the project, using fully-

weighted hourly billing rates for all personnel. **In addition, the methodology for calculating the fully-weighted rates for all personnel must be shown (e.g. labor, overhead rate, fringe, profit, etc.).** (See **Attachment 1 – Sample Budget Format**)

Consultant mark-up on direct costs or subcontractor costs is not allowed. Reimbursement for travel-related direct costs (hotels, meals, etc.) is limited to approved State rates which may be found on the Caltrans website:

<https://dot.ca.gov/programs/accounting/travel-guide>.

Receipts are required to be submitted for all direct costs, other than mileage and fully weighted personnel costs.

If subcontractors are to be used, the breakdown of subcontract costs shall follow the same format as that for the prime contractor, including the methodology for calculating fully-weighted rates.

I. Signature

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: name, title, address, telephone number, and e-mail address of individuals with the authority to negotiate a contract and bind the Consultant to the terms of the contract.

V. CONTRACTOR AWARD

A. Proposal Review

Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section IV. Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal.

The Mendocino Council of Governments may reject any proposal if it is conditional, incomplete, or contains irregularities. MCOG may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals document or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements and will determine whether interviews will be needed. MCOG reserves the right to select a Consultant based solely on written proposals. Evaluation will be based on proposer's understanding of work scope requirements demonstrated by qualifications of individuals or firm, successful experience and performance with similar projects, proposal contents and methodology, and cost proposal. Scoring will be as follows:

- | | |
|---|---------------------|
| • Qualifications of Individual or Firm | (20 points maximum) |
| • Experience/Performance | (30 points maximum) |
| • Proposal Contents & Methodology | (30 points maximum) |
| • Cost Proposal, Including Budget/Resource Allocation | (20 points maximum) |

Total Points Possible (100 points maximum)

In the event MCOG elects to conduct interviews, a separate score will be used to rank oral responses, as follows:

- Project Understanding (50 points maximum)
 - Project Approach (50 points maximum)
-
- Total Points Possible (100 points maximum)

C. Contract Award

A contract will be negotiated with the individual or firm determined in the proposal evaluation process to be best suited to perform this project. If a contract cannot be negotiated with the individual or firm submitting the highest rated proposal which is in the best interests of the Mendocino Council of Governments, then staff will terminate negotiations with that firm and commence the negotiation process with the firm submitting the second highest rated proposal.

This contract will be awarded using a cost reimbursement payment method. The contract will include all State and/or Federal requirements that "flow down" from the funding sources. (See **Attachment 2 – MCOG Sample Contract**)

A contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31, Cost Principles (per Caltrans' Local Assistance Procedures Manual Chapter 10.5) and Title 2 CFR Part 200, Uniform Administrative Requirements. A pre-award audit may be required. For more information, refer to: <https://www.ecfr.gov/>.

VI. GENERAL INFORMATION

A. Proposal Submittal

Proposals must be received no later than 5:00 p.m. on May 11, 2026. Three (3) print copies of the proposal, plus one electronic copy shall be furnished. Submittal of the electronic copy by the deadline will meet the requirement for a timely submission. The electronic copy (or link) may be submitted via email to horteiga@dbcteam.net. Print copies of proposals may be either mailed or hand delivered to:

Hector Ortega, Project Analyst
Mendocino Council of Governments – Planning
525 South Main Street, Suite B
Ukiah, CA 95482

B. Late Submittals

A proposal is late if received at any time after **5:00 p.m. on May 11, 2026**. Postmarks will **not** suffice. Proposals received after the specified time will not be considered and will be returned to the proposer.

C. Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the proposer. To be considered, however, any modified proposal must be received by the date and time specified above.

D. Schedule

The tentative schedule of activities related to the Request for Proposals is as follows:

Activity	Date
RFP Mail-out	April 14, 2026
Written Question Submittal Deadline	April 21, 2026
Response to Questions Posted to MCOG's website http://www.mendocinocog.org/	April 24, 2026
Proposal Submittal Deadline	May 11, 2026 - 5:00 p.m.
Review/Ranking of Proposals	May 12-18, 2026
Interviews (if needed)	May 25– 26, 2026
Contractor Selection & Contract Award	May 29, 2026
Project Starting Date - Notice to Proceed	May 29, 2026
Presentation of Final Plans to Local Agencies	November 2027
Final Plans Due	December 2027

E. Property Rights

Proposals received within the prescribed deadline become the property of the Mendocino Council of Governments and all rights to the contents therein become those of the Council.

F. Amendments to Request for Proposals

The Mendocino Council of Governments reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission. All addenda will be posted on MCOG's website <http://www.mendocinocog.org/>.

G. Funding

Funding for this project is provided with Sustainable Communities Competitive (Technical) discretionary grant funds. A total of \$307,500 is expected to be available for the Consultant's portion of the project.

H. Non-commitment of the Mendocino Council of Governments

This Request for Proposals does not commit the Mendocino Council of Governments to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. MCOG reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interest of the Council to do so.

I. Public Domain

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

J. Questions

Questions regarding this Request for Proposals will only be accepted in writing (correspondence or e-mail is acceptable). Questions should include the individual's name, name of the firm, address, telephone number, and e-mail address. Questions must be submitted no later than **April 21, 2026** to:

Hector Ortega, Project Analyst
Mendocino Council of Governments – Planning
525 South Main Street, Suite B
Ukiah, CA 95482
Email: apedrotti@dbcteam.net

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted on MCOG's website <http://www.mendocinocog.org/> by **April 24, 2026**.

K. Affirmative Action

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the Council of Governments.

L. Protest Procedures and Dispute Resolution Process

The Mendocino Council of Governments' "Protest Procedures and Dispute Resolution Process" shall be utilized to resolve any protests or disputes to this procurement process. (See ***Attachment 3 - Protest Procedures & Dispute Resolution Process***)

M. Web Content Accessibility Guidelines

In alignment with Caltrans' requirements that documents posted to public websites meet Web Content Accessibility Guidelines, all final deliverables for this project must be consistent with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA criteria (<https://www.w3.org/TR/WCAG21/>).

To ensure accessibility to the largest audience possible, Arial and Verdana fonts may be used; with a minimum font size of 12 point. Additional information may be found at <https://dot.ca.gov/accessibility>.

N. MCOG Acknowledgement

The following acknowledgment of participation must appear on the cover or title page of the Final Reports (or Plans) funded under this project: "The preparation of this report (or plan) was programmed through the Mendocino Council of Governments' FY 2025/26 Transportation Planning Work Program and funded with Sustainable Communities Competitive (Technical) discretionary grant funds." Additionally, the number and dollar amount of all contracts and subcontracts relating to the preparation of the Final Reports/Plans must be listed.

Sample Budget Format
Mendocino Co. Pavement Management Program

Firm Name:		Personnel	B. Jones	B. Smith	C. White	A. Parker		Direct Costs	Direct Costs	
		Position/Title	Proj. Mgr	Sr Planner	Planner	Admin. Asst.	Total Hours	Amount	Description	Total
Task #	* Fully Loaded Hourly Billing Rate		\$170	\$150	\$130	\$100	Per Task			
1	Project Meetings		50	75	60	25	210	\$500.00	Travel	\$30,550.00
		<i>Subtotal</i>	\$8,500	\$11,250	\$7,800	\$2,500	\$30,050	\$500.00		\$30,550.00
2	Public Participation & Community Outreach									
		<i>Subtotal</i>								
3	Existing Conditions/Needs Assessment									
		<i>Subtotal</i>								
4	Research & Analysis									
		<i>Subtotal</i>								
5	Develop Recommendations									
		<i>Subtotal</i>								
6	Administrative Draft, Draft & Final Plans									
		<i>Subtotal</i>								
7	Presentations									
		TOTAL	\$8,500	\$11,250	\$7,800	\$2,500	\$30,050	\$500		\$30,550.00

* Show methodology for calculating fully-weighted billing rates

Additional columns may be added to list detailed subconsultant costs, or a separate page may be added

MENDOCINO COUNCIL OF GOVERNMENTS

PROFESSIONAL SERVICES AGREEMENT

[Project Name]

This Professional Services Agreement (“Agreement”) is entered into on [Date], by and between the Mendocino Council of Governments, hereinafter referred to as "MCOG" and [Company Name], hereinafter referred to as “Consultant.”

RECITALS:

MCOG may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

MCOG is lead agency for the [Project Name], hereinafter referred to as the "Project," funded by [grant name, funding source and amount/s] from the [State of California, Department of Transportation], hereinafter referred to as the "State." MCOG shall be responsible to State for the successful completion of this Project, as authorized by resolution of MCOG’s Board of Directors.

All services performed by MCOG, Consultant and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Mendocino laws, ordinances, regulations, and Caltrans’ published manuals, including the approved grant application. In case of conflict between Federal, State and County of Mendocino laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Mendocino laws and regulations, respectively.

MCOG and Consultant agree as follows:

1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in the attachments, incorporated herein by reference. Professional services described in Exhibits A and B may be refined or amended by written agreement of MCOG and Consultant. [confirm Exhibits to be attached and label exhibits appropriately]

- Exhibit A: MCOG’s Request for Proposals dated _____, with Attachments 1-6
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Rates of [Consultant] and Sub-consultants
- Exhibit D: Caltrans Local Assistance Procedures Manual Exhibit 10-J
- Standard Contract Provisions for Sub-consultant/DBE Participation.

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to

this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

2. PAYMENT FOR SERVICES

Compensation for services provided shall not exceed \$**[contract amount]** This shall include compensation for completing the tasks and products identified in **Exhibits A and B**. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve **Consultant** of responsibility to provide those tasks and products specified in the Exhibits.

MCOG shall pay **Consultant** for work satisfactorily completed in accordance with **Exhibits A and B** according to the process in Section 3 below. The method of payment shall be “Actual Cost Plus Fixed Fee,” also known as “Cost Reimbursement,” to include hourly rates plus non-salary expenses and fee (profit), in accordance with **Consultant's** Cost Proposal, as attached hereto and made a part hereof in **Exhibit B**.

3. INVOICES AND DISBURSEMENT

MCOG will pay **Consultant** no more often than monthly, based on itemized invoices for work completed, by task, including receipts and sufficient documentation of any direct expenses. Charges shall be shown to reflect hourly billing rates for all personnel labor. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices also shall include a narrative of work completed and documentation of any direct costs. **Consultant** mark-up of direct expenses or of subcontractor invoices are not allowable; therefore, **MCOG** will not pay **Consultant** for any such increases to actual costs incurred.

MCOG shall review invoices and may approve them for payment or adjust them after contact with **Consultant**. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in **Exhibit B**. **MCOG** will make payments within 30 days of receipt of **Consultant's** invoices, or as promptly as its fiscal system allows.

Ten percent (10%) of each invoice shall be retained by **MCOG**. This retention shall be released to **Consultant** within 30 days of receipt of final work deliverables and acceptance by **MCOG** as satisfactory and complete.

[DBE Option: “**MCOG** shall hold ten percent (10%) retainage of each invoice from **Consultant** and shall make quarterly incremental acceptances of portions of the contract work, and release retainage payments to **Consultant** based on these acceptances. **Consultant** shall return all monies withheld in retention from a sub-consultant within 30 days after receiving payment from **MCOG** as defined in Attachment D, Standard Contract Provisions for Sub-consultant/DBE Participation, Section 4(D).”]

Contractor shall make progress payments to its subcontractors, if any, no later than 10 days following receipt of payments by **MCOG**, in accordance with Section 7108.5 of the California Business and Professional Code, unless a longer period is agreed to in writing.

Any delay or postponement of payment over 30 days may take place only for good cause and with MCOG's prior written approval.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. MCOG will provide current information.

If MCOG substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both MCOG and Consultant.

4. REPORTS

Due dates and milestones are detailed in **Exhibit B**. Preparation of deliverable work products detailed in **Exhibit B** shall be in formats acceptable to MCOG. MCOG will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverable products, until final reports and products are accepted by MCOG. Consultant shall provide deliverable products in both print and electronic formats as specified in **Exhibit B**.

5. SERVICES OF MCOG

MCOG shall provide full information as to its requirements for performance of this Agreement, attached as **Exhibit A**. MCOG shall provide program guidance and appropriate monitoring of work task performance under this Agreement. MCOG shall place at the disposal of Consultant all available information pertinent to the project. MCOG will examine all studies, reports, or other submittals from Consultant and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

6. TERM OF AGREEMENT

The term of this Agreement shall be from [start date—spelled out] to [end date]. Execution of this Agreement by MCOG shall constitute Consultant's authority to proceed immediately with the performance of the work described by **Exhibit B**, provided that evidence of insurance has been received by MCOG as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of MCOG by due dates listed in **Exhibit B**. Extensions of due dates shall be made only upon written authorization by MCOG. Consultant shall not be held responsible for delays caused by circumstances beyond its control.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

Consultant agrees that duly authorized representatives of **MCOG and State** shall have right of access to the **Consultant's** files and records relating to the **Project** and may review the work at appropriate stages during performance of the work. **Consultant** must maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at **Consultant's** offices during the contract period and thereafter for three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. (See also Section 13.)

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of **MCOG and State**.

Consultant is advised that Government Code Section 7550 states, “(a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

“(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.”

[Opt.: “**MCOG** shall have unlimited future rights to use any models or computer programs which may be developed during the course of this study, and **MCOG** shall be exempt from any extra charge or license fee imposed by **Consultant** for such use, unless specifically identified in the proposal.”]

9. TERMINATION

At any time **MCOG** may suspend indefinitely or abandon the project, or any part thereof, and may require **Consultant** to suspend the performance of its services. In the event **MCOG** abandons or suspends the project, **Consultant** shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should **MCOG** determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of **MCOG**, **Consultant** fails to perform or provide prompt, efficient and thorough service, or if **Consultant** fails to complete the work within the time limits provided, **MCOG** shall have the right to give notice in writing to **Consultant** of its intention to

terminate this Agreement. The notice shall be delivered to **Consultant** at least seven (7) days prior to the date of termination specified in the notice. Upon such termination **MCOG** shall have the right to take **Consultant's** studies, and reports insofar as they are complete and acceptable to **MCOG** and pay **Consultant** for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by **MCOG** due to the breach of this Agreement by **Consultant**. Said termination of the Agreement shall not relieve **Consultant** of its liability to **MCOG** for any damages, general or consequential, which **MCOG** may sustain as a result of **Consultant's** failure to satisfactorily perform its obligations under this Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless **MCOG** and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of **Consultant**, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the **Consultant**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where **Consultant** is found to have caused the injury, damage, or loss only in part, **Consultant** shall hold **MCOG** harmless only to the extent **Consultant** caused the injury, damage, or loss. **MCOG** agrees to timely notify **Consultant** of any such negligence claim and to cooperate with **Consultant** to allow **Consultant** to defend such a claim.

MCOG shall indemnify and hold harmless **Consultant**, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between **Consultant** and **MCOG** and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of **MCOG** or its contractors or their respective employees, officers and agents.

11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to **MCOG** for **MCOG's** protection, its elected or appointed officials, employees and volunteers, **Consultant** and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by **Consultant**, by its sub-consultants, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to **MCOG** Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000
Each Occurrence and Vehicle/Property Damage - \$250,000
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, **MCOG**, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement.

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by **MCOG**. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve **Consultant** for liability in excess of such coverage, nor shall it preclude **MCOG** from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, **Consultant** shall furnish to **MCOG** satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

MCOG relies upon the professional ability and stated experience of **Consultant** as a material inducement to entering into this Agreement. **Consultant** understands the use to which **MCOG** will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination. a) In the performance of work under this Agreement, **MCOG**, **Consultant** and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b) **MCOG**, **Consultant** and its sub-consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **MCOG**, **Consultant** and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full.

c) **MCOG**, **Consultant** and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement.

d) **MCOG**, **Consultant** and its sub-consultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

[Federal Funding Option:]

[Disadvantaged Business Enterprise (DBE) Obligation. **MCOG**, **Consultant** and its sub-consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

“The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”]

Title VI of the Civil Rights Act of 1964. **Consultant** agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, **Consultant** shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. **MCOG, Consultant** and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. For more information, refer to: <https://www.ecfr.gov/>.

Record Retention and Audits. **MCOG, Consultant** and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by **MCOG** upon request, at no cost to State.

MCOG, Consultant and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (e.g. quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

14. COMPLIANCE

Consultant, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Mendocino.

15. INDEPENDENT CONSULTANT

Both **MCOG** and **Consultant** agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. **MCOG** shall compensate **Consultant** by payment of the gross amounts due to **Consultant**, and **Consultant** shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

16. FINANCIAL INTEREST

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **Consultant** further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

17. SUCCESSOR AND ASSIGNMENTS

MCOG and **Consultant** each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither **MCOG** nor **Consultant** shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, **Consultant** reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of **Consultant**, the surviving member or members shall complete the professional services covered by this Agreement.

18. NOTICES

Notices pursuant to this Agreement shall be served via certified United States mail, addressed to the parties as follows:

Nephele Barrett, Executive Director
Mendocino Council of Governments
525 South Main St., Suite B
Ukiah, CA 95482

[Consultant Name, Title]
[Consultant Company Name]
[Address]
[City, State, Zip]

19. VENUE

The venue for this agreement shall be Mendocino County, California.

20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this

Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

Nephele Barrett, Executive Director
Mendocino Council of Governments

[Name, Title]
[Consultant Company Name]

Federal ID No.: _____
[provide Form W-9]

Mendocino Council of Governments

Protest Procedures & Dispute Resolution Process

- A. Purpose. The purpose of these procedures is to set forth the procedures to be utilized by the Mendocino Council of Governments (MCOG) in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.
- B. General. In order for a bid protest to be considered by MCOG, it must be submitted by an interested party (as defined below in accordance with the procedures set forth herein). A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by MCOG, and will be returned to the submitting party without any further action by MCOG.
- C. Definitions. For purposes of these Bid Protest Procedures:
1. The term “Bid” includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offeror in response to a Request for Proposals (RFP).
 2. The term “contract” means that document to be entered into between MCOG and the successful bidder and offeror.
 3. The term “days” refers to normal business days of MCOG staff offices.
 4. The term “interested party” means any person: (a) who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.
 5. The term “solicitation” means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.
- D. Grounds for Protest. Any interested party may file a bid protest with MCOG on the grounds that:
1. MCOG has failed to comply with applicable Federal or State Law;
 2. MCOG has failed to comply with its procurement procedures;
 3. MCOG has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;
 4. MCOG has issued restrictive or discriminatory specifications; or,
 5. Award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

E. Contents of Protest

1. A bid protest must be filed in writing and must include:
 - a. The name and address of the protestor.
 - b. The name and number (if available) of the procurement solicitation.
 - c. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of MCOG procurement procedures, or specific term of the solicitation alleged to have been violated.
 - d. Any relevant supporting documentation the protesting party desires MCOG to consider in making its decision.
 - e. The desired relief, action, or ruling sought by the protestor.

2. Protests must be filed with:

Executive Director
Mendocino Council of Governments
525 S. Main Street, Suite B
Ukiah, CA 95482

3. All protests must be received at the MCOG address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time.
4. If any of the information required by this section is omitted or incomplete, MCOG will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

F. Timing Requirements and Categories of Protests. MCOG will consider the following categories of bid protests within the time period set forth in each category:

1. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by MCOG. Any protest based on such grounds not filed within this period will not be considered by MCOG. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
2. Any bid protests regarding the evaluation of bids or proposals by MCOG, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with MCOG no later than 72 hours after the protestor's receipt of MCOG's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by MCOG.

G. Review of Protest by MCOG

1. MCOG will notify the protestor within 3 days of timely receipt of a bid protest that the protest is being considered.
2. In the notification, MCOG will inform the protestor of any additional information required for evaluation of the protest by MCOG, and set a time deadline for submittal of such information. If MCOG requests additional information, and it is not submitted by the stated deadline, MCOG may either review the protest on the information before it, or decline to take further action on the protest
3. In its sole discretion, MCOG may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to MCOG relative to the merits of the bid protest. MCOG will set a time deadline for the submittal of such comments, which will be no less than 5 days after MCOG provides notification of the protest.
4. In its sole discretion, MCOG may schedule an informal conference on the merits of a bid protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by MCOG in deciding the bid protest if it is submitted to MCOG in writing within 3 days after the conference.

H. Effects of Protest on Procurement Actions

1. Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids, MCOG will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless MCOG determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.
2. Upon receipt of a timely protest regarding evaluation of bid or proposals, or the approval or award of a contract, MCOG will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.
3. Notwithstanding the pendency of a bid protest, MCOG reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:
 - a. Where the item to be procured is urgently required;
 - b. Where MCOG determines, in writing, that the protest is vexatious or frivolous;
 - c. Where delivery or performance will be unduly delayed, or other undue harm to MCOG will occur, by failure to make the award promptly; or,
 - d. Where MCOG determines that proceeding with the procurement is otherwise in the public interest.

- I. Summary Dismissal of Protests. MCOG reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by MCOG in a previous bid protest by any interested party in the same solicitation or procurement action.

- J. Protest Decisions
 - 1. After review of a bid protest, the Procurement Officer shall make a recommendation to the Executive Director of the appropriate disposition of such protest.
 - 2. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and MCOG's own investigation and analysis.
 - 3. If the protest is upheld, MCOG will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, revised evaluation of bids or proposals or MCOG's determination, or termination of the contract.
 - 4. If the protest is denied, MCOG will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

- K. Judicial Appeals. A protest adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California located in Mendocino County.