



REQUEST FOR PROPOSALS

2025-2045 REGIONAL TRANSPORTATION PLAN ENVIRONMENTAL IMPACT REPORT

April 3, 2024

**EL DORADO COUNTY TRANSPORTATION COMMISSION
2828 EASY STREET, SUITE 1
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REQUEST FOR PROPOSALS

2025-2045

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TABLE OF CONTENTS

I. INTRODUCTION.....1

II. BACKGROUND1

III. PROJECT SUMMARY AND DESCRIPTION3

IV. SCOPE OF WORK/SERVICES3

V. CONTACT PERSON.....7

VI. PROJECT TIMETABLE7

VII. GENERAL CONDITIONS7

VIII. PROPOSAL CONTENT AND ORGANIZATION10

IX. PROPOSAL EVALUATION AND SELECTION12

X. PROTEST PROCEDURES.....12

XI. PAYMENT SCHEDULE16

XII. PROFESSIONAL SERVICES AGREEMENT.....17

ATTACHMENTS:

- 1: Sample Cost Proposal
- 2: Sample Professional Services Agreement

I. INTRODUCTION

The El Dorado County Transportation Commission (“EDCTC” or the “Commission”) is the Regional Transportation Planning Agency (RTPA) for El Dorado County. EDCTC represents the regional transportation planning interests and is responsible for coordinating regional transportation for the western slope of El Dorado County and the City of Placerville. This planning and programming authority does not include that portion of the County within the Tahoe Regional Planning Agency (TRPA) boundaries. TRPA is the RTPA for the Tahoe area.

The Commission is composed of the following members: four Supervisors appointed by the El Dorado County Board of Supervisors, three Council Members appointed by the City of Placerville and two ex-officio non-voting members: one Council Member from the City of South Lake Tahoe and one from the California Department of Transportation (Caltrans, District 3). The City of Placerville also appoints a Council Member to serve as an alternate.

DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Commission include the following:

1. Establishment of rules and regulations to provide for administering transportation planning and allocating the Transportation Development Act (TDA) Funds.
2. Receipt and approval of claims for TDA Funds.
3. Conduct public meetings and hearings as required by law.
4. Administer the regional transportation planning process
5. Every five years update and adopt a Regional Transportation Plan.
6. Every two years adopt a Regional Transportation Improvement Program.
7. Work with the Sacramento Area Council of Governments, as the federally-designated transportation planning agency for El Dorado County to determine air quality conformity of transportation plans, programs, and projects.
8. Oversee the delivery of State Transportation Improvement Program projects, pursuant to the requirements of Senate Bill 45 (Statutes of 1997) and the April 1998 Memorandum of Understanding with Caltrans.
9. Coordinate, consult, and collaborate with the Shingle Springs Rancheria.
10. Conduct outreach efforts to the traditionally under-represented and under-served populations such as the elderly, disabled, low-income, and minority (i.e., Black, Hispanic, Asian American, American Indian/Alaskan Native, and Pacific Islander) community groups.
11. Administer the El Dorado County Airport Land Use Commission and related aviation system planning activities.
12. Administer the El Dorado County Freeway Service Patrol.

II. BACKGROUND

Federal requirements for the development of RTPs are directed at States and RTPAs, as specified in 23 CFR 450.202. The primary federal requirements regarding RTPs are addressed in the statewide/nonmetropolitan transportation planning and metropolitan transportation planning rules – Title 23 CFR Part 450 and 771 and Title 49 CFR Part 613. These federal regulations incorporating both MAP-21/FAST Act changes were updated by FHWA and FTA and published in the May 27, 2016 Federal Register.

Since the mid-1970s, with the passage of AB 69 (Chapter 1253, Statutes of 1972), California state law has required the preparation of RTPs to address transportation issues and assist local and state decision-makers in shaping California's transportation infrastructure.

State law requires each RTPA to adopt and submit an updated Regional Transportation Plan (RTP) to the California Transportation Commission (CTC) and the Department of Transportation (Caltrans) not less than every five years in non-urban regions.

RTPs are planning documents developed by RTPAs in cooperation with Caltrans and other stakeholders, including system users. The purpose of the RTP is to establish regional goals, identify present and future needs, deficiencies, and constraints, analyze potential solutions, estimate available funding, and propose investments.

Pursuant to Title 23 CFR Part 450.324 et seq. FHWA describes the development and contents of RTPs as follows:

"The transportation plan is the Statement of the ways the region plans to invest in the transportation system. The plan shall "include both long-range and short-range program strategies/actions that lead to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods." The plan has several elements, for example: Identify policies, strategies, and projects for the future; Determine project demand for transportation services over 20 years; Focus at the systems level, including roadways, transit, non-motorized transportation, and intermodal connections; Articulate regional land use, development, housing, and employment goals and plans; Estimate costs and identify reasonably available financial sources for operation, maintenance, and capital investments); Determine ways to preserve existing roads and facilities and make efficient use of the existing system; Be consistent with the Statewide transportation plan; Be updated every five years or four years in air quality nonattainment and maintenance areas; and, should make special efforts to engage interested parties in the development of the plan."

Protection of the environment is an important public policy goal, and it is an important aspect of public acceptance during project delivery, therefore, best regional planning practices seek to plan and implement transportation projects that avoid or minimize environmental impacts. The analysis of alternatives is also a requirement of the California Environmental Quality Act (CEQA), which states that alternatives must be developed to avoid significant environmental impacts (Guidelines Sections 1512 6(d), 1512 6. 6 (a). The 2025-2045 RTP will be prepared consistent with the 2024 RTP Guidelines for Regional Transportation Planning Agencies.

The RTP and any subsequent revisions, amendments, or updates shall be in compliance with the CEQA, which states that an EIR will be prepared if an action will have a significant effect on the environment.

EDCTC is not required to prepare a Sustainable Community Strategy pursuant to SB-375 as those responsibilities were delegated to the Sacramento Area Council of Governments (SACOG) by the California Air Resources Board (CARB). However, EDCTC's comprehensive planning is integrated into the broader regional planning context of the SACOG Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), per a Memorandum of Understanding. SACOG is the federally designated Metropolitan Planning Organization (MPO) for El Dorado County. As an RTPA and MPO, SACOG updates the MTP every four years to satisfy their federal and state planning responsibilities. SACOG is currently publicly vetting their Draft Discussion Scenarios for the MTP/SCS, and a Draft Blueprint is anticipated to be this Fall or by early 2025.

EDCTC staff is currently updating the RTP, with the RTP scheduled for adoption in August or September 2025. The RTP Guidelines (GC Section 65080) state the RTP shall include a Policy Element, an Action Element, and a Financial Element. The Draft Policy Element is anticipated for approval by the Commission at their June 2024 meeting, and EDCTC staff is in the early stages of completing the Action Element, with the Financial Element expected to be prepared later this year. Adhering to the schedule will be an extremely important factor in the provision of these services. The draft plan and Draft EIR must be released for Public Review for the amount of time required within the RTP guidelines in order to support adoption of the RTP in August or September of 2025.

III. PROJECT SUMMARY AND DESCRIPTION

The goal of this project is to prepare a programmatic EIR appropriate for EDCTC's RTP. In California, the environmental review associated with the RTP, and the subsequent project delivery process is two-fold. RTPAs are responsible for the planning contained in the RTP that precedes project delivery. Typically, a local government Consultant or Caltrans is responsible for the actual construction of the project (project delivery). CEQA applies to the RTP document, while both National Environmental Policy Act (NEPA) and CEQA may apply to individual projects that implement the RTP during the project delivery process. Likewise, all RTP CEQA Analysis and subsequent transportation project CEQA analysis assess all environmental issue areas identified in the CEQA Guidelines Environmental Checklist Form.

The RTP planning document, as well as the projects therein, are considered projects under CEQA. Subsequent RTP amendments or updates are discretionary actions that can also trigger CEQA compliance. As defined in CEQA statute section 21065, a project means “an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and which is any of the following: (a) An activity directly undertaken by any public agency or (b) An activity undertaken by a person which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies”.

Many RTPAs prepare a program EIR to analyze the environmental impacts of implementing their RTP. The purpose of the program EIR is to enable the RTPA to examine the overall effects of the RTP i.e., broad policy alternatives, program wide mitigation, growth inducing impacts, and cumulative impacts can be considered at a time when the agency has greater flexibility to avoid unnecessary adverse environmental effects. Additionally, the RTP EIR should be crafted in such a manner that allows for environmental documents subsequently prepared for the individual projects to tier off of the program EIR to streamline the process.

The RTP EIR contract will be an agreement between the EDCTC and the Consultant(s). EDCTC staff will provide contract administration services. The Consultant(s) will invoice EDCTC for services rendered and EDCTC will pay the Consultant(s) for these services. Funding for the Consultant(s) services will be provided by EDCTC utilizing state-exchanged Surface Transportation Block Grant Program funds, Local Transportation Funds, or Rural Planning Assistance funds. The EDCTC Board of Directors will award the contract. The RTP EIR budget shall not exceed \$100,000.

IV. SCOPE OF WORK/SERVICES

The scope of work is described below. The selected Consultant(s) will be expected to perform all services described in the Scope of Work. The Consultant(s) will receive general direction from the EDCTC Executive Director and staff assigned to this project. Tasks will include the following:

Task 1: Project Initiation and Management

To ensure prompt completion of tasks and to maintain clear communication, the Consultant will attend a kick-off meeting with EDCTC staff the first week following execution of the professional services agreement. The kick-off meeting will serve to solidify the project schedule, communication protocols, and roles and responsibilities. The Consultant shall also budget for bi-weekly conference calls with EDCTC staff to discuss progress, technical issues, and/or other items that need attention and direction.

Task 2: Data Collection

Data collection will be accomplished in coordination with EDCTC staff to obtain relevant existing reports, draft 2025-2045 transportation project lists, GIS mapping data, and available material from the SACOG 2025 Blueprint MTP/SCS and draft 2025 MTP/SCS. The Consultant will develop a list of data needs and identify responsibilities to obtain the data.

Task Deliverables
Data Needs Request List, Appropriate Files, and Information

Task 3: Prepare Public Outreach Plan

The Consultant will prepare a public outreach plan to identify messaging milestones during the RTP planning process and define the type of outreach most appropriate to that messaging. The public outreach plan should support EDCTC’s ongoing efforts in meeting the consultation and coordination requirements outlined in the 2024 RTP guidelines for RTPA’s. The Consultant will develop a media outreach strategy and other notification strategies to effectively notify communities of all outreach efforts. The Consultant will develop a public outreach summary memo that documents the outreach efforts. The memo will identify the variety of community-based organizations and interested parties to which EDCTC and/or the project team reached out during the RTP and EIR development. Consultant will support EDCTC in outreach to the Shingle Springs Rancheria Tribal Government for Tribal Consultation consistent with California law, including attending meetings, as necessary. Meeting materials and collateral developed through this task will be incorporated into an appendix. The memo will summarize the number of people in attendance, notification strategies and any summary of findings that may have been taken at the meetings.

Task Deliverables
Media Outreach Strategy, Press Releases, Tribal Consultation letters and meeting summary, Public Outreach Summary Appendix

Task 4: Prepare Notice of Preparation (NOP)

Consultant will prepare an Initial Study and Notice of Preparation (IS/NOP) in an administrative draft form for EDCTC staff to review. Comments received will be incorporated into the Initial Study and Notice of Preparation for public circulation. After the document is finalized, the Consultant will publish the document and distribute it with the proper notices to the State Clearinghouse. The Consultant will provide EDCTC with a copy to be filed by EDCTC with the County Clerk and a newspaper of regional circulation. The results of the IS/NOP will be presented at a public-scoping meeting in coordination with EDCTC staff.

The Initial Study and Scoping Meeting will also serve as an opportunity to define and solidify the project alternatives in a public forum. This will be an important step during this project task as an effort to streamline the Environmental Review process. The Consultant will review all available community information to assist in the development of up to four (4) project alternatives to be addressed in the EIR.

Task Deliverables
<p>One (1) ADA accessible electronic copy (with graphics and appendices) in PDF and MS Word format of the Admin Draft IS/NOP.</p> <p>Fifteen (15) copies of the Public Draft IS/NOP, with appendices, which will be delivered by the Consultant to the State Clearinghouse; Fifteen (15) bound copies and one (1) CD (with graphics and appendices) in ADA accessible PDF and MS Word format of the Public Draft IS/NOP.</p> <p>Notice of Preparation distributed to each member identified on the EDCTC stakeholder distribution list informing them that the complete Notice of Preparation with Initial Study is available for download on the EDCTC website.</p> <p>Filed Notice of Preparation with the County Clerk and a newspaper of regional circulation.</p>

Task 5: Prepare Draft EIR

The Consultant will prepare a Draft EIR to accompany the RTP after consideration of past environmental documentation. An administrative draft of the document will be prepared for EDCTC’s internal review and comment. EDCTC comments will then be incorporated into the Draft EIR. The Draft EIR will include all sections required by CEQA, and all components required by Sections 15120-15132 of the CEQA Guidelines. Consistent with these requirements, the EIR will contain a CEQA analysis of the 2025-2045 RTP.

The Consultant will provide an electronic file, one print-ready copy, and enough printed copies of the Draft EIR for distribution to the State Clearinghouse and public libraries in El Dorado County. An Americans with Disabilities Act of 1994 (ADA) accessible electronic copy will be provided to EDCTC.

Task Deliverables
<p>Draft EIR to include the following sections: Executive Summary, Introduction, Project Description, Environmental Setting, Impacts, and Mitigation Measures.</p>
<p>One (1) electronic copy (with graphics and appendices) in PDF and MS Word format of the Admin Draft EIR.</p> <p>Fifteen (15) copies of the Public Draft EIR, with appendices, which will be delivered by Consultant to the State Clearinghouse; Fifteen (15) bound copies and one (1) CD (with graphics and appendices) in ADA accessible PDF and MS Word format of the Public Draft EIR.</p> <p>Distributed Notice of Availability to each member identified on the EDCTC stakeholder distribution list informing them that the full Draft EIR is available for download on the EDCTC website.</p> <p>EDCTC will file the Notice of Availability with the County Clerk and a newspaper of regional circulation.</p>

Task 6: Prepare Response to Comments

The Consultant will prepare written responses to comments received during the EIR public review. The EIR will include a list of persons, organizations, and agencies commenting on the EIR. The Consultant will prepare a draft response memo to comments received, present this to EDCTC staff for review, and will then incorporate those comments into the final version for EDCTC’s approval.

Task Deliverables
<p>A list of persons, organizations, and agencies commenting on the EIR.</p> <p>The Consultant will prepare a draft response memo to comments received, present this to EDCTC staff for review, and will then incorporate those comments into the final version for EDCTC's approval.</p>

Task 7: Prepare Final EIR

The Consultant will prepare the Final EIR, which will include a standalone EIR document with all changes incorporated and a summary of comments received, as an appendix. The Final EIR shall also include a Mitigation Monitoring and Reporting Program.

The Consultant will provide an electronic file and a PDF file. The Consultant will also provide twelve (12) bound hard copies of the Final EIR. An Americans with Disabilities Act of 1994 (ADA) accessible electronic copy will be provided to EDCTC. Following certification of the EIR and adoption of the plan, the Consultant will prepare and file the Notice of Determination (NOD) with the State Office of Planning and Research and the El Dorado County Clerk's Office, including paying the cost of the filing fees (which includes county clerk processing fee, the CA Department of Fish and Wildlife filing fee payment, and any other applicable filing fees). The Consultant will provide EDCTC with the documentation that the NOD has been filed. The filing must be completed within three days after joint certification of the Final EIR.

Task Deliverables
<p>The Consultant will provide an ADA accessible electronic file and a PDF file of Final EIR.</p> <p>The Consultant will also provide twelve (12) bound hard copies of the Final EIR.</p> <p>Following certification of the EIR and adoption of the plan, the Consultant will prepare and file the Notice of Determination (NOD) with the State Office of Planning and Research and the El Dorado County Clerk's Office, including paying the cost of the filing fees (which includes county clerk processing fee, the CA Department of Fish and Wildlife filing fee payment, and any other applicable filing fees).</p> <p>The Consultant will provide EDCTC with the documentation that the NOD has been filed.</p>

Task 8: Prepare Findings and Statement of Overriding Considerations

The Consultant will prepare findings and a statement of overriding consideration (if applicable) for approval by the EDCTC Board of Directors.

Task Deliverables
<p>Findings and a statement of overriding consideration (if applicable)</p> <p>EDCTC will prepare a staff report and the Consultant will present findings for approval by the EDCTC Board of Directors.</p>

Task 9: Public Meetings

The Consultant will be responsible for attending a minimum of two EDCTC Board of Directors meetings, and technical advisory committee meetings, as necessary for the execution of the tasks identified above. The Consultant will work with EDCTC staff in the development of presentation materials for meetings. The Consultant will be responsible for recording all public and Board comments on environmental documents and providing a summary of comments in the EIR. The Consultant will be responsible for preparing written responses to comments received during the EIR public review period. Comments and responses to comments are to be included in the EIR.

Task Deliverables
Public meeting presentations, meeting summaries, documentation of comments and responses to be included in the EIR as appropriate.

V. CONTACT PERSON

Jerry Barton, Senior Transportation Planner
El Dorado County Transportation Commission
2828 Easy Street, Suite 1, Placerville, CA 95667
530-642-5267, jbarton@edctc.org

VI. PROJECT TIMETABLE

- April 3, 2024.....Issue Request For Proposals
- May 6, 2024**Closing Date for Receipt of Proposals**
- May 10, 2024Finalists contacted to schedule interviews, if required
- May 15, 2024Conduct interviews, if required
- June 6, 2024Contract award, execute contract

Proposals must be **received** no later than **4:00 pm on Monday, May 6, 2024** at the EDCTC office.

**EL DORADO COUNTY TRANSPORTATION COMMISSION
2828 EASY STREET, SUITE 1
PLACERVILLE, CA 95667**

Proposals must be submitted in a sealed envelope that is clearly marked “**REGIONAL TRANSPORTATION PLAN ENVIRONMENTAL IMPACT REPORT.**” If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. The proposer uses mail or courier service at his/her own risk. EDCTC will not be liable or responsible for any late delivery of proposals. **Postmarks will not be accepted.** Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name or firm’s name, as well as that of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.

VII. GENERAL CONDITIONS

A. Limitations

This Request for Proposals (RFP) does not commit EDCTC to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. EDCTC expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. EDCTC reserves the right to withdraw this RFP at any time without prior notice. Further, EDCTC reserves the right to modify the RFP schedule described above.

B. Award

EDCTC plans to ask RFP finalists, if required, to present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. EDCTC also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the price proposal provided will be the basis for negotiations to ensure EDCTC receives a fair and reasonable price.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by EDCTC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of EDCTC shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expense

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP,
2. Submitting proposals to EDCTC,
3. Negotiations with EDCTC on any matter related to proposals; and
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, EDCTC shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. EDCTC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by June 6, 2024.

G. Term

The term of the contract will be 18 months from approximately June 6, 2024 to completion of the project. Project shall be completed prior to December 30, 2025, or as agreed upon by the proposer and the EDCTC Project Manager.

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by EDCTC to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements:

1. Workers Compensation; Employer's Liability: Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
2. Comprehensive Automobile: Bodily Injury/Property Damage \$1,000,000 each accident.
3. General Liability: \$1,000,000 per occurrence naming the El Dorado County Transportation Commission as an additional insured.
4. Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by EDCTC): \$1,000,000 per claim.

J. Contract Arrangements

The proposer is expected to execute a contract similar to EDCTC's Professional Services Agreement, which meets the requirements of the current Federal transportation bill.

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified Consultants are encouraged to submit proposals. EDCTC will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.
2. DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor 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, the following: 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.

Each proposal, to be considered responsive, must include the following:

- A. A copy of the Consultant(s) affirmative action policy (applicable for firms with fifty or more employees); and
 - B. A discussion of the Consultant(s) program for use of DBE's in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate;
 - The description of the work each named firm will perform; and
 - The dollar amount of participation by each DBE firm.
5. Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to EDCTC any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

VIII. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8).

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the Consultant(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3. Introduction

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of EDCTC and an awareness of CEQA requirements and issues specific to the Regional Transportation Plan Environmental Impact Report.

4. Technical Approach

Technical approach should include:

- a) A brief description of the Consultant(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the subject consulting services;
- b) A brief description of the firm's experience with similar projects;
- c) A thorough explanation of the Consultant's proposed course of action. References should be made to the RFP requirements and the Consultant's plans for meeting those requirements; and
- d) An itemized description of the proposed project schedule and the end products to be produced.

5. Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the proposed services are completed timely, and that the quality of the products will meet EDCTC's requirements.

6. Consultant Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

Time and Services Proposal: The Proposal must indicate the anticipated total efforts, expressed in percentages of person-hours to be provided by each professional and each member of the supporting professional staff. Specific responsibilities of the lead Consultant and other key personnel should be detailed. Do not include any cost information with the time and services proposal.

7. Consultant Qualifications and References

The proposal must include a list of references for similar clients. References should include client contact names, addresses, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. The proposal must also include discussion of the Consultant's affirmative action policy, use of DBE's in the performance of this work, and disclosure of any actual, apparent, or potential conflicts of interest.

8. Cost Proposal

The proposer shall prepare a detailed cost proposal for the work to be performed. The cost proposal shall itemize the direct hourly rates, fringe benefit rate, indirect cost rate, travel, materials, and supplies. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. See the attached Sample Cost Proposal including the requirements for indirect cost reimbursement. The same cost proposal detail is required for sub-Consultants. Include a total "not-to-exceed" amount for this proposal.

The cost proposal shall be submitted in a separately sealed envelope. This separately sealed envelope will not be opened until the Consultants' proposals have been ranked based on their qualifications.

9. Number of Copies

The proposer must provide five (5) bound copies and one (1) unbound original (suitable for reproduction) of all submittals in response to this Request For Proposals.

All proposals shall be **received** no later than **4:00 pm on Monday, May 6, 2024** at the El Dorado County Transportation Commission, 2828 Easy Street, Suite 1, Placerville, California 95667. All proposals shall be submitted in a sealed envelope that is clearly marked "REGIONAL TRANSPORTATION PLAN ENVIRONMENTAL IMPACT REPORT." Late proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of the El Dorado County Transportation Commission.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

IX. PROPOSAL EVALUATION AND SELECTION

A proposal review panel made up of members of EDCTC and the selected Evaluation Committee will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews on the date identified in the project timetable. Previous clients will also be called. The panel will make recommendations to the EDCTC Executive Director on the basis of the proposal, oral interview, and reference check. EDCTC reserves the right to select a Consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding the purpose and requirements of CEQA, Regional Transportation Plans and Environmental Impact Reports;
- Familiarity with the project area the type of issues and problems associated with the project.

Time and Services Proposal:

- Ability to meet the project's goals and objectives;
- Approach to be followed and the tasks to be performed, including detailed steps, resources required, and proposed project schedule;
- Qualifications, specific experience, and technical competence of the personnel to be assigned to this contract.

Following the qualification-based ranking, negotiations shall be conducted with the most qualified proposer. Failing an agreement on price, EDCTC will negotiate with the next most qualified proposer until a contract can be awarded to the most qualified offeror whose price is fair and reasonable.

X. PROTEST PROCEDURES

A. Purpose and Applicability

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by the EDCTC concerning its procurement activities.

The following protest procedures shall be employed for procurements conducted by the EDCTC. Such protests shall be applicable only to procurements wherein the EDCTC requests bids, proposals or offers for goods or services financed in whole or in part by public funds.

Procurements involving FTA funds are subject to additional protest procedures established by that agency. Procedures applicable to FTA-funded procurements are so identified.

B. Definitions

The following definitions apply to terms used in this section:

DAYS: Unless otherwise specified, refers to the EDCTC working days.

FILE OR SUBMIT: Refers to the date of receipt by the EDCTC.

INTERESTED PARTY: All bidders or proposers involved in an EDCTC procurement.

This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.

BID: Refers to and includes: i) the terms “offer” and “proposal” as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

C. Basis for Protest

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist; or, b) the EDCTC solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

- (a) Violation of federal, state, or local law or regulation
- (b) Sole source procurements
- (c) Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published
- (d) Changes to evaluation criteria made during the evaluation process
- (e) Local or DBE preferences
- (f) Solicitation advertising violating applicable laws or regulations
- (g) Provision of inadequate time to prepare a proposal.

Protests of the EDCTC procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and 2) protests occurring after contract award has been made.

D. Pre-Award Protests

The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline will not be considered to be part of the protest by the EDCTC.
2. Protests must be submitted in writing to the attention of the EDCTC Executive Director. The written protests shall include:
 - (a) The name, address, and telephone number of the protester
 - (b) The EDCTC solicitation number and project description
 - (c) A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation
 - (d) The resolution sought from the EDCTC by the protester.
3. The EDCTC Executive Director shall receive the protest and issue written notification to the protester within (5) five days that the matter is undergoing review. Notice of the protest shall be given in writing to all known recipients of solicitation documents.

4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
 - (a) The goods or services being procured are urgently required
 - (b) Delivery or performance will be unduly delayed by failure to make an award promptly
 - (c) Failure to make prompt award will result in termination of a critical EDCTC function or activity or otherwise cause undue harm to the EDCTC, or
 - (d) The EDCTC Executive Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process

The EDCTC Executive Director shall be responsible for making a written determination that circumstances require the EDCTC to proceed with procurement during a pending protest. Unless such a determination is made, the procurement shall be suspended pending resolution of the protest. All parties known to have received solicitation documents shall be notified in writing of such suspension by the EDCTC Executive Director.

5. All protests received within the specified period shall be examined by the EDCTC Executive Director.

No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by the EDCTC.

6. The EDCTC Executive Director may attempt to resolve the protest with the affected party. If a) the EDCTC Executive Director elects not to attempt such resolution, or b) resolution is attempted but not achieved, the protesting parties may appeal to the El Dorado County Transportation Commission (hereinafter "Commission") after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Commission shall be a waiver of any other rights under the EDCTC Protest Procedures. For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.
7. The Commission shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Commission. The Commission may elect to appoint a sub-committee to review the protest and make a recommendation to the Commission at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Commission. Such parties shall be afforded an opportunity to present their case at the Commission meeting.
8. The Commission shall then make a formal decision on such protests at a public meeting. The decision of the Commission, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The EDCTC Executive Director shall notify protesting parties in writing of any protest decision made by the Commission.

Except under the conditions described in item 4 above, such decision by the Commission shall be made prior to awarding any contract related to the subject procurement.

9. Should the Commission deny the protest, the EDCTC may proceed with the procurement process. In the case of FTA-funded procurements, no contract shall

be awarded within five (5) days following the Commission's decision unless such an award is necessary due to circumstances described in item 4 above. If the decision of the Commission is to uphold the protest, then the EDCTC shall proceed pursuant to Commission direction.

E. Post-Award Protests

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the EDCTC Executive Director award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline will not be considered to be part of the protest by the EDCTC.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the EDCTC Executive Director determines in writing that suspension of such award is necessary pending protest resolution. In that event the awardee shall be so notified in writing, and the EDCTC Executive Director shall affect an agreement with the Contractor for suspension of activity.

F. Additional Protest Procedures for FTA-Funded Procurements

FTA Protest Review Procedures

The EDCTC shall inform protesting parties that circumstances under which FTA will accept, and review protests are limited to the following:

- (a) The alleged failure of the EDCTC to have written protest procedures
- (b) The alleged failure of the EDCTC to follow such procedures
- (c) The alleged violation by the EDCTC of a specific federal requirement which provides an applicable complaint procedure

In the instance of (c) above, the applicable complaint procedure shall be submitted and processed in accordance with pertinent federal regulations e.g., 49 CFR Part 661, Section 661.15 for Buy America, or 49 CFR Part 26 for Disadvantaged Business Enterprise (DBE) participation.

Should a protest be filed with FTA under either (a) or (c) above, the following process will be used by FTA pursuant to Circular 4220.1B, Chapter V:

1. Parties shall file a protest with FTA no later than five (5) days after a final decision is rendered by the Commission as provided herein. In instances where the protester alleges that the EDCTC failed to make a final determination on the protest, protesters shall file a protest with FTA no later than five (5) days after the protester knew or should have known of the EDCTC' failure to render a final determination on the protest.
2. The EDCTC shall not award a contract for five (5) days following its decision on a bid protest except in accordance with the provisions and limitations of item 9 and item 4 of the protest procedures. After five (5) days, the EDCTC shall confirm with FTA that FTA has not received a protest on the contract in question.
3. Protests shall be filed with the FTA Region IX office.
4. The protest filed with FTA shall:
 - (a) include the name and address of the protester
 - (b) identify the grantee, project number, and the number, if any, of the contract solicitation.

- (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures, and should be supported by documentation to the extent possible
 - (d) include a copy of the local protest filed with the EDCTC along with a copy of the EDCTC decision, if any.
 5. FTA shall notify the EDCTC in a timely manner of the receipt of a protest. FTA shall instruct the EDCTC to notify the contractor of the protest if the award has been made or, if no award has been made, to notify all interested parties. The EDCTC shall instruct all who receive such notice that they may communicate further directly with FTA.
 6. The EDCTC shall submit the following information to FTA not later than ten (10) days after receipt of notification by FTA of the protest:
 - (a) a copy of the EDCTC protest procedures.
 - (b) a description of the process followed concerning the protest, and
 - (c) any supporting documentation
 7. The EDCTC shall provide the protester with a copy of the above submission.
 8. The protester may provide any comments on the EDCTC submission no later than ten (10) days after the protester's receipt of such material.
 9. When a protest has been filed in a timely fashion with the EDCTC before award, the EDCTC shall not make an award prior to five (5) days after the resolution of the protest, or if a protest has been filed with FTA, during the period in which the protest is pending, unless the EDCTC determines that:
 - (a) The items to be procured are urgently required.
 - (b) Delivery or performance will be unduly delayed by failure to make the award promptly, or
 - (c) Failure to make prompt award will otherwise cause undue harm to the EDCTC or the Federal Government
- In the event that the EDCTC determines that the award is to be made during the five (5) day period following the local protest decision or the period in which the protest is pending, the EDCTC shall notify FTA prior to making such an award.
10. Upon receipt of the material described herein, the FTA will either request further information or a conference among the parties or will render a decision on the protest.
 11. The protest procedures contained herein shall be included in solicitation documents issued by the EDCTC for all federally assisted procurements.

XI. PAYMENT SCHEDULE

Fees shall be billed on a monthly basis. Ten percent (10%) of the total contract amount will be withheld until successful completion of the contract. All invoices will be mailed to the EDCTC office at 2828 Easy Street, Suite 1, Placerville, CA 95667.

XII. PROFESSIONAL SERVICES AGREEMENT

The selected Consultant must enter into a Professional Services Agreement with EDCTC for provisions related to compensation, conflict of interest, indemnification, insurance, etc. The scope, budget, and schedule to complete the study will be incorporated into the professional services agreement. The proposal's transmittal letter shall state the Consultant's ability to comply with the contract provisions as outlined in EDCTC's sample professional services agreement or indicate which provisions will require amendments during contract negotiations.

ATTACHMENTS:

- 1: Sample Cost Proposal
- 2: Sample Professional Services Agreement

ATTACHMENT 1
SAMPLE COST PROPOSAL

ATTACHMENT 2
SAMPLE PROFESSIONAL SERVICES AGREEMENT