



**REQUEST FOR PROPOSAL:
GENTRIFICATION &
DISPLACEMENT ASSESSMENT
OF SAN JOAQUIN COUNTY**

Due February 10, 2020 BY 4:00 pm

Published on January 6, 2020

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PROJECT SUMMARY AND BACKGROUND

About SJCOG

SJCOG is a Joint Powers Authority comprised of the County of San Joaquin and the cities of Stockton, Lodi, Manteca, Tracy, Ripon, Escalon, and Lathrop. SJCOG serves as the Regional Transportation Planning Agency (RTPA), the Local Transportation Authority (LTA), the Metropolitan Planning Organization (MPO), and the Congestion Management Agency (CMA). In addition to the voting members, the SJCOG Board of Directors includes advisory representatives from the California Department of Transportation, the San Joaquin Regional Transit District, and the Port of Stockton. SJCOG's monthly board meetings provide the public forum and decision point for significant regional issues such as growth, transportation, environmental management, housing, open space, and air quality. SJCOG's Board of Directors adopt plans, allocate transportation funds, establish policies, and develop programs to address these regional issues which are used by the local governments of San Joaquin County. Citizens, special interest groups and other agencies are involved in the planning and approval process by participating in SJCOG's committees as well as attending workshops and public meetings.

Introduction

Located at the eastern edge of the Northern California Megaregion, San Joaquin County is increasingly a critical transportation and housing hub for employers, residents, and workers participating in economic opportunities found throughout the area. San Joaquin County has long been a destination for Bay Area residents unable to find suitable affordable housing close to their jobs. In recent years, however, population shifts in San Joaquin County are increasingly driven by housing costs. As median home prices approach and exceed \$1 million in the Bay Area, the California Department of Finance has observed growing numbers of people leaving. Meanwhile, in San Joaquin County drastic increases in population over recent years have contributed to one of the highest county rates of median home price increases across the Megaregion (+35% in San Joaquin County compared to +33% in San Francisco County).

The region is home to some of the most vulnerable communities in California, with a majority of census tracts identified in San Joaquin County among the top 25th percentile of CalEnviroScreen 3.0. In addition to the demographic population and housing trends, a significant body of literature examines the impact of public transit investment on property values, which in turn impact housing affordability. With greenhouse gas emissions from the transportation sector continuing to rise, state priorities are focused on increasing investment in transportation alternatives and targeting growth in existing communities to reduce driving. However, these strategies could have unintended consequences such as accelerating gentrification and displacement. Building upon an emerging regional discourse on gentrification and displacement in San Joaquin County, SJCOG will conduct an assessment to understand the risk of gentrification and displacement in the region. While the gentrification and displacement assessment may begin with a transportation lens, there may also be other perspectives to incorporate from economic development, workforce education and training, as well as public health.

PROJECT OBJECTIVES

With the help of subject matter experts and a regional working group, the study will investigate and address the following research objectives:

1. Identify and assess the current state of displacement and gentrification occurring across San Joaquin County (e.g. an application of existing displacement risk methodology, such as the [Urban Displacement Project](#), to understand spatial landscape of risk in the region; qualitative data exploration of housing insecurity from local practitioners).
2. Adapt existing displacement methodologies for San Joaquin County, such as one recently developed by an [ARB research project](#), and develop a methodological toolkit for SJCOG and/or local and regional partners to evaluate the potential impacts to neighborhood change that are linked with transportation investment (see potential metrics list below):
 - Housing Affordability Impacts (e.g. changes in affordability, for a range of income levels, that may potentially be linked to increases in property taxes, rent, etc.)
 - Housing + Transportation Cost Burden Analysis (e.g. changes in cost burden, for housing, transportation, and housing + transportation, that may potentially be linked to changes in affordability and/or transportation options available)
 - Displacement Pressure/Risk (e.g. changes in spatial distribution of communities/neighborhoods at risk of displacement as a result of transportation investment)
 - Jobs and Housing Balance

After review of SJCOG's most recent Title VI and Environmental Justice Analysis from the 2018 Regional Transportation Plan (RTP), metrics from the methodological toolkit will be used to assess the 2018 plan and set the methodology for the 2022 RTP analysis. Training of SJCOG staff may be requested for applying toolkit.

3. Develop draft policies that may help to mitigate displacement and gentrification impacts from transportation, and/or any type of public investment:
 - Policy options will be identified as to type (regulatory, subsidy, incentive, education), time-frame for implementation, and appropriate entity or combination of entities to champion and implement the recommendations.
 - Once priority policy options are identified, draft ordinances or other appropriate tools to aid implementing agencies will be developed and made available.

To further elevate regional discourse on the subject of gentrification and displacement, a symposium will be held in San Joaquin County to launch the final report and to facilitate and encourage local and regional discussion, action, and coordination to mitigate displacement and gentrification.

To increase stakeholder engagement throughout the gentrification and displacement project scope, SJCOG proposes the research consultant team use a portion of grant funds to partner with a community-based organization to help facilitate working group development and organize the symposium (subject to Caltrans approval).

SCOPE OF WORK

1.0 Convene San Joaquin County Gentrification and Displacement Working Group

TASK 1.1: IDENTIFY AND ASSESS THE CURRENT CONDITIONS IMPACTING GENTRIFICATION AND DISPLACEMENT IN SAN JOAQUIN COUNTY

- Convene a working group of local and regional housing and transportation planning practitioners to gather input on the design of the study and its research objectives.
- Collect points of contact for facilitating focus groups or key informant interviews to assess on-the-ground experiences linked to housing insecurity and transportation access.
- Conduct a spatial analysis of gentrification and displacement risk in San Joaquin County.

TASK 1.2: DEVELOP METHODOLOGICAL TOOLKIT FOR SJCOG AND/OR LOCAL AND REGIONAL PARTNERS TO EVALUATE THE POTENTIAL IMPACTS TO NEIGHBORHOOD CHANGE THAT ARE LINKED WITH TRANSPORTATION INVESTMENT

- Convene a working group to gather input on developing methodological tools for evaluating the impact of transportation investment on neighborhood change.
- Using the 2018 RTP as a case study, provide an analysis of gentrification and displacement risk.
- Using the results from the case study, assist SJCOG staff through training to incorporate the toolkit into its 2022 RTP/SCS.

TASK 1.3: IDENTIFY POLICIES THAT MAY HELP TO MITIGATE DISPLACEMENT AND GENTRIFICATION IMPACTS FROM TRANSPORTATION, AND/OR ANY TYPE OF PUBLIC INVESTMENT

- Convene a working group to assess existing policies across the region and/or to identify policies specifically shaping transportation investment that help to mitigate displacement and gentrification.

Task	Deliverables
1.1	Working Group Summary Notes; Attendance List; Contact List; Focus Group/Interview Transcripts
1.2	Working Group Summary Notes; Attendance List
1.3	Working Group Summary Notes; Attendance List

2.0 Gentrification and Displacement Risk Assessment of San Joaquin County Report

TASK 2.1: DRAFT REPORT

- Based on input gathered from the working group, focus groups, and/or key informant interviews, a draft report will be prepared to address research objectives.
- The draft study will be reviewed by staff and working group, as well as presented to SJCOG policy board for comment and feedback.

TASK 2.2: FINAL REPORT

- Complete the final report addressing comments and feedback received from staff, working group, and SJCOG policy board.

TASK 2.3: SAN JOAQUIN COUNTY GENTRIFICATION AND DISPLACEMENT SYMPOSIUM

- Organize a symposium to deliver key findings from the Final Report.
- Invite local and regional partners to present or speak on the topic.
- Provide time for attendees to discuss potential next steps.

Task	Deliverables
2.1	Draft Gentrification and Displacement Report
2.2	Final Gentrification and Displacement Report
2.3	Symposium Agenda; Attendance List; Summary Notes; Photos

SCHEDULE

Task	Date
RFP distributed to consultants	January 6, 2020
Qualifications & Proposals due to SJCOG	February 10, 2020 by 4:00pm
Proposal review is completed by SJCOG	February 21, 2020
Consultants interviewed (If deemed necessary)	February 25-27, 2020
SJCOG Board approval of Professional Services Agreement	March 26, 2020
Finalize Scope of Work and Execute Contract	April 2, 2020
Begin Work	April 6, 2020

PROPOSAL FORMAT

The consultant is free to submit a response to this RFP in a sequence and format of their choosing as long as the end result is consistent with the stated intention of the project.

Proposal content and completeness are important. Clarity and conciseness will be considered in assessing the proposal. The Consultant Selection Committee will screen all consultant proposals submitted in response to this request. The committee will determine, through the screening process, which consultants will be invited (If deemed necessary) to make formal presentations and be interviewed by the selection committee. The Consultant Selection Committee reserves the right to make a final selection for recommendation to the Board of Directors without an interview.

Submittal Requirements

Five (5) hard copies and one (1) electronic copy of the proposal must be submitted to SJCOG's office by **4:00 p.m. on February 10, 2020**. In order to simplify the review process and maximize the degree of comparative analysis, the proposal should be organized in the following manner:

1. **Transmittal letter:** The transmittal letter should be signed by an official authorized to bind the consultant contractually and will contain a statement so that the proposal is a firm offer for ninety (90) days. The letter accompanying the proposal will provide the following: name, title, address, and telephone of individuals with the authority to negotiate and contractually bind the company.
2. **Table of Contents:** Include identification of the material by section and page number.
3. **Overview:** This section should clearly convey the consultant's understanding of the nature of the work and the general approach to be taken in its performance. This section should include, but not be limited to, a discussion of the purpose of the project, the organization of the project effort, and a summary of the proposed approach. The consultant will provide an example of the output sheet and count report produced for each count location.
4. **Detailed Work Plan:** This section should include the following components:
 - a) **Task Description:** Include a full description of each step to be followed in carrying out the project. The work description should be presented in sufficient detail (tasks, subtasks, etc.) to show a clear understanding of the work and the proposed approach. Identify proven methods applied to achieve successful consensus between opposing groups.
 - b) **Deliverables:** A description of the format, content, and level of detail that can be expected for each deliverable.
 - c) **Schedule:** A schedule showing the expected sequence of tasks, subtasks, etc. should accompany the work description. Important milestones should be identified on the schedule along with the expected time of completion.
 - d) **Qualifications:** Provide a short description of previous projects that significantly relate to your qualifications for this project. Provide names, addresses, and telephone numbers for a least three clients for whom your firm provided services similar to those described in this RFP.
5. **Budget and Cost Breakdown:** The budget for this project is estimated to not exceed \$125,000. SJCOG encourages all applicants to make their best effort to stay under \$100,000. If the applicant deems \$100,000 is not possible, SJCOG is still interested in receiving your proposal and SJCOG reserves the right to adjust the estimated budget.
 - a) The cost breakdown must itemize all items that will be charged to the SJCOG, including travel charges that will be involved, and included in the bid amount. No sub-consultant or direct charge mark-up will be accepted.
 - b) This section should also provide a full description of the expected expenditures of funds for the work described in this RFP. The cost breakdown should include, but is not limited to, the following:

- i. **Billing Rates:** A schedule of billing rates by category of employee, to be used in computing the billing cost during the term of the contract. Billing rates should cover all costs associated with the employee.
- ii. **Task Budget:** The task budget should include a breakdown by task hours, billing rate charges, and the itemization of other direct costs attributed to the task.
- iii. **Direct Costs:** All direct costs (e.g., travel, printing, and postage) specifically attributed to the project and not included in the billing rates must be identified to be eligible for reimbursement. Once contractually authorized, direct cost budgets may not be substituted without the prior written consent of the SJCOG project manager(s).

Proposal Submittal Process

Submission of Proposal/Period of Acceptance: Proposals must be delivered to San Joaquin COG no later than 4:00 p.m., Pacific Standard Time (PST) on February 10, 2020. **Proposals will not be accepted after 4:00 p.m. PST.** Faxes, e-mails, or postmarks will not be accepted. The electronic copy should be on a thumb drive or CD with the hard copies. Proposals must be delivered to:

San Joaquin Council of Governments
Rebecca Calija, Manager of Administrative Services
555 E. Weber Avenue
Stockton, CA 95202

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

This RFP is not to be construed as a contract of commitment on the part of SJCOG. SJCOG reserves the right to reject all proposals, to seek additional information from each proposer, or to issue another RFP if deemed appropriate. Proposals are prepared at the sole cost of the consultant.

EXAMINATION OF RFP DOCUMENT

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

CONFLICT OF INTEREST

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

SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

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

MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

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

REJECTION OF PROPOSALS

Failure to meet the requirements for the RFP will be cause for rejection of the proposal. SJCOG may reject any proposal if it is conditional, incomplete, or contains irregularities or inordinately high-cost rates. SJCOG 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.

INELIGIBLE BIDDERS

Each consultant must certify that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

SJCOG RIGHTS

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

- Reject any or all of the proposals if it deems such action is in the public interest;
- Issue subsequent Requests for Proposals;
- Cancel the entire Requests for Proposal;
- Remedy technical errors in the Request for Proposals process;
- Appoint an evaluation committee to review the proposals;
- Seek the assistance of outside technical experts in proposal evaluation;
- Approve or disapprove the use of particular subconsultants;
- Establish a short list of proposers eligible for interviews after review of written proposals;
- Negotiate with some, all, or none of the respondents to the RFP;
- Solicit best and final offers from all or some of the proposers;
- Award a contract to one or more proposers;

- Accept an offer other than the lowest price offer; and
- Waive informalities and irregularities in proposals and the bid process.

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

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

PROPOSER OBJECTIONS

A proposer may object to any of the terms or provisions set forth in the RFP's Scope of Work or to the selection of a particular proposer on the grounds that SJCOG's procedures, the provisions of this RFP, or applicable provisions of federal, state, or local law have been violated or inaccurately or inappropriately applied by submitting a written explanation of the basis for the objection. Any objections or clarifications regarding the RFP must be submitted no later than 4:00 pm (PDT) March 11, 2020.

SELECTION PROCESS/CONTRACT AWARD

Proposals will not be judged exclusively on any one criterion. Only those firms judged most qualified, based on their qualifications and proposal, will be invited to participate in the remainder of the selection process. Upon the completion of the evaluation of the proposal; SJCOG may invite a limited number of qualified firms, to participate in oral interviews. SJCOG will then select the most responsive firm with which to refine the Scope of Work. Assuming a successful negotiation process, the SJCOG Board may approve the selected consultant. If for any reason negotiations are unsuccessful, the second most qualified firm will be asked to refine the Scope of Work.

Proposal Scoring	Points
Initial Proposal Evaluation	
Comprehension of Project	20
Thoroughness of Proposal/Meeting the RFP Objectives	20
Qualifications of Team <ul style="list-style-type: none"> • Demonstrated expertise in displacement and gentrification issues • Familiarity with San Joaquin Valley communities, a plus 	30
Experience with Similar Gentrification and Displacement Projects/Studies <ul style="list-style-type: none"> • Experience developing methodologies in environments outside of major urban metropolitan areas, a plus 	30
Supplemental Evaluation (for firms that are shortlisted for consideration and/or interviewed)	
References	15
Oral Interview (if applicable)	15
Maximum Total Score Possible	130

The actual award of the contract will be by the San Joaquin Council of Governments. Proposal opening does not constitute the awarding of a contract. The contract is not in force until it is awarded and executed by the Board identified SJCOG designees.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

SJCOG has established a Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26 and may utilize Federal Funds. This project is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”.

Although DBE participation goals have not been set for the agreement, SJCOG encourages the participation of DBEs, as defined in 49 CFR 26, in performing Agreements financed in whole or in part with federal funds. Disadvantaged Business Enterprises (DBE) are encouraged to submit proposals to ensure the participation of DBEs in the performance of agreements financed in whole or in part with Federal Funds to achieve its federally mandated Statewide overall goal, as defined in 49 CFR 26. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal of 17.6%. Please refer to the following website for guidance:

<https://www.transportation.gov/small-business/disadvantaged-business-enterprise-dbe-program> or

<http://www.dot.ca.gov/hq/bep/>.

DBEs and other small businesses are strongly encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

GOOD FAITH EFFORTS

The DBE policy requires contractors to follow Good Faith Effort Guidelines; however, they are limited to UDBEs. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian-Pacific Americans.

NONDISCRIMINATION

The Authority will never exclude any person from participation in, deny any person the benefit 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. The Authority will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the Caltrans DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The selected consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

CONTRACT PROVISIONS

INSURANCE REQUIREMENTS

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

Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name SJCOG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by SJCOG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the Consultant's policies herein.

Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000. Professional liability insurance of at least \$1,000,000 is required. Worker's compensation insurance is also required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to SJCOG. The selected consultant shall provide certification of said insurance to SJCOG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to SJCOG's satisfaction, that such insurance coverage's have been obtained and are in full force; that SJCOG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names SJCOG, its officers, agents, and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned, that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by SJCOG, its officer, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to SJCOG.

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

CONTRACT ASSURANCE

DBE regulations require the following contract assurance statement in every DOT-assisted contract and subcontract: "The consultant or subconsultant 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."

PROMPT PAYMENT

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime consultant or subconsultant to pay any subconsultant not later than 10 days of receipt of each progress payment unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime consultant or subconsultant to pay a subconsultant no later than 30 days after receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subconsultants.

METHOD OF PAYMENT

Payment to the selected consultant will be made upon the successful completion of project tasks as invoiced by the consultant. Ten (10%) percent of the invoiced amount will be reserved and will be paid to the consultant upon successful completion of the entire project

BID PROTEST

1. **Bid Protest.** Any bid protest must be in writing and received by SJCOG at 555 East Weber Avenue, Stockton, CA 95202 before 4:00 p.m. no later than five (5) business days following bid opening (the “Bid Protest Deadline”) and must comply with the following requirements:
 - 1.1. **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest. If required by SJCOG, the protesting bidder must submit a non-refundable fee in the amount specified by SJCOG, based upon SJCOG’s reasonable costs to administer the bid protest. Any such fee must be submitted to SJCOG no later than the Bid Protest Deadline unless otherwise specified. For purposes of this Section, a “business day” means a day that SJCOG is open for normal business, and excludes weekends and holidays observed by SJCOG.
 - 1.2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
 - 1.3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - 1.4. **Response to Protest.** The protested bidder may submit a written response to the protest provided the response is received by SJCOG before 5:00 p.m., within seven (7) business days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
 - 1.5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and other bidders who have a reasonable prospect of receiving an award depending on the outcome of the protest.
 - 1.6. **SJCOG Action.** The Executive Director will designate staff to investigate disputed factual allegations, if any, contained in the protest.
 - 1.6.1. The designated staff will prepare a Proposed Decision with assistance from SJCOG General Counsel as soon as possible. The Proposed Decision should contain a summary of the protest and any responses received an evaluation of the protest and a recommendation as to whether the protest should be allowed or denied. The Proposed Decision will only address the issues raised in the protest. The Proposed Decision shall be submitted to the Executive Director for approval.

- 1.6.2. If the Proposed Decision is approved by the Executive Director, the Proposed Decision is then transmitted to the SJCOG Board Members.
- 1.6.3. If a Member of the Board does not request full Board consideration of the protest within ten days of mailing of the Proposed Decision, the Proposed Decision becomes the Final decision of SJCOG and is mailed to the protestor and the protested bidder to whom Award was authorized.
- 1.7. **Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of the bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 1.8. **Right to Reject all Bids.** The bidder's filing of a protest shall not preclude SJCOG from rejecting all bids or proposals and re-advertising a contract. Rejecting all bids or proposals shall render a protest moot and terminate all protest proceedings.
- 1.9. **Right to an Award.** The SJCOG Board of Directors reserves the right to award the contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

QUESTIONS

All questions regarding the RFP should be sent to the staff contact listed below:

Christine Corrales
Associate Regional Planner
San Joaquin Council of Governments
Direct: 209.235.0128
555 East Weber Avenue, Stockton, CA 95202
corrales@sjcog.org