



REQUEST FOR PROPOSALS

FISCAL AND COMPLIANCE AUDITS

**FOR
EL DORADO COUNTY TRANSPORTATION COMMISSION
AND
EL DORADO COUNTY TRANSIT AUTHORITY**

DECEMBER 27, 2023

**EL DORADO COUNTY TRANSPORTATION COMMISSION
2828 EASY STREET, SUITE 1
PLACERVILLE, CALIFORNIA 95667
(530) 642-5260
www.edctc.org**

COMMISSIONERS

- John Clerici, Chair** Placerville City Council
- Wendy Thomas, Vice Chair** El Dorado County Supervisor, District 3
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- Alex Fong (ex-officio)** as designated by the Director of Caltrans District 3
- Cody Bass (ex-officio)**..... City of South Lake Tahoe

EDCTC STAFF

- Woodrow Deloria**..... Executive Director
- Dana Keffer**..... Administrative Analyst
- Karen Thompson**..... Fiscal Officer
- Jerry Barton**..... Senior Transportation Planner
- Dan Bolster**..... Senior Transportation Planner

REQUEST FOR PROPOSALS

FISCAL AND COMPLIANCE AUDITS

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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**

As the designated RTPA for the western slope of El Dorado County, EDCTC has annual responsibilities to perform fiscal and compliance audits as stipulated in the Transportation Development Act (TDA) of 1971, as amended.

The objective of the audits is to meet and/or exceed the requirements of the Public Utilities Code Section 99245 and 99246 and the California Code of Regulations, Title 21 Public Works, Division 3, Chapter 2, Articles 5 and 5.5, Sections 6661, 6662, 6664, 6665, 6666, 6667 and Chapter 2.5, Article 5 Section 6751.

III. **PROJECT SUMMARY AND DESCRIPTION**

The contract for Fiscal and Compliance Audits will be an agreement between the EDCTC and the auditor(s). The auditor(s) will invoice EDCTC for services rendered and EDCTC will pay the auditor(s) for these services. Funding for the auditor(s) services will be provided by EDCTC utilizing Federal, State and/or local funding sources. EDCTC will award the contract.

IV. **SCOPE OF WORK/SERVICES**

EDCTC seeks an individual or firm to provide auditing services and prepare financial reports for the fiscal years ending June 30, 2024, 2025, 2026, 2027, and 2028 for the agencies and claimants listed:

Agencies

- 1) **El Dorado County Transportation Commission (EDCTC)**
- 2) **El Dorado County Transit Authority (EDCTA)**

Audited Financial Statements

- 1) El Dorado County Transportation Commission (EDCTC)
- 2) Local Transportation Fund (EDCTC), State Transit Assistance Fund and State of Good Repair Fund (EDCTC)
- 3) El Dorado County Transit Authority (EDCTA)
- 4) City of Placerville (TDA Non-Transit Claimant-not required every year)
- 5) El Dorado County (TDA Non-Transit Claimant-not required every year)

Prior year audited financial statements are posted with the request for proposals on <https://www.edctc.org>.

These audits shall be completed and final reports submitted to EDCTC and the El Dorado County Transit Authority (EDCTA) by the middle of November each year.

The scope of work is described in detail below. The selected auditor(s) will be expected to perform all services described in the scope of work. The auditor(s) will receive general direction from the EDCTC Executive Director and Fiscal Officer. The scope of work will include the following per the State of California, Department of Transportation (Caltrans) TDA Guidebook:

Financial and Compliance Audit

"The audit shall be conducted in accordance with generally accepted auditing standards of the claimant's financial statements for the fiscal year which shall be prepared in accordance with generally accepted accounting principles. The audit shall also be directed toward obtaining

knowledge of the claimant's compliance or noncompliance with the Transportation Development Act, and the auditor shall perform the tasks specified in Section 6666 or 6667, whichever is appropriate.

The audit report shall include, with the financial statements for the fiscal year that is the subject of the audit, the corresponding amounts from the claimant's audited financial statements for the fiscal year prior to the year that is the subject of the audit.

The audit report shall include a certification of compliance with the Transportation Development Act. The certification shall take the form of a statement that the funds allocated to and received by the claimant pursuant to the Transportation Development Act were, with any exceptions specifically noted, expended in conformance with the applicable statutes, rules, and regulations of the Transportation Development Act and the allocation instructions and resolutions of the transportation planning agency and, where applicable, EDCTC. An unqualified negative statement (e.g., "no violation of the law was brought to our attention") shall not be accepted. The certification may take the form of negative assurance, however, if it makes reference to the performance by the independent auditor each of the tasks specified in Section 6666 or 6667."

1. **El Dorado County Transportation Commission**

An audit of EDCTC's accounts and records is requested for fiscal years 2023/24, 2024/25, 2025/26, 2026/27, and 2027/28.

The audit shall be performed in accordance with the Basic Audit Program and Reporting Guidelines for California Special Districts prescribed by the State Controller pursuant to Section 26909 of the Government Code and must include a determination of compliance with the Transportation Development Act and the administrative rules and regulations. In the financial statements of the Transportation Planning Agency, the Local Transportation Fund, the State Transit Assistance Fund, the State of Good Repair Fund, and other revenues or funds of any city, county, or other agency shall not be comingled. The consultant shall advise the RTPA regarding content of the Management Discussion and Analysis section of the Audit report based on standards and best practices.

(a) **Schedule of Indirect and Direct Expenses**

As requested by Caltrans, prepare and audit the Schedule of Indirect and Direct Expenses to determine the reasonableness of the expenses charged directly to programs and the allocation of salaries between direct and indirect. This shall be done as a supplement to the EDCTC financial statements.

(b) **Preparation of the State Controller's Report**

As required by the State Controller's Office, assist in preparation and submission of the annual RTPA State Controller's Report. The report is due seven months after the end of the fiscal year or January 31.

2. **Local Transportation Fund, State Transit Assistance Fund and State of Good Repair Fund**

The audits shall be conducted in accordance with generally accepted auditing standards. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- (b) Local Transportation Fund including the Pedestrian and Bicycle Fund
- (c) State Transit Assistance Fund
- (d) State of Good Repair Fund

The statements shall include, but not be limited to: (a) balance sheet, (b) statement of revenues, expenditures and changes in fund balances during the fiscal year and (c) supplementary schedules as necessary to list or identify: (1) the net amount allocated and the net amounts disbursed during the fiscal year for each of the allocation purposes specified in the Act, (2) any portion of the fund balance that is allocated or reserved, and (3) any interest or other income earned by investment of the fund during the fiscal year.

3. **El Dorado County Transit Authority (EDCTA)**

An audit of EDCTA's accounts and records is requested for fiscal years 2023/24, 2024/25, 2025/26, 2026/27, and 2027/28.

The audit shall be performed in accordance with the Basic Audit Program and Reporting Guidelines for California Special Districts prescribed by the State Controller pursuant to Section 26909 of the Government Code and must include a determination of compliance with the Transportation Development Act and the administrative rules and regulations.

The auditors will work with EDCTA staff. The auditors will receive general direction from the Finance Manager and the Executive Director.

Compliance Audit Tasks - Transit Claimants

In conducting the compliance portion of the audit specified in Section 6664 for an operator or transit service claimant, the independent auditor shall perform at least the following tasks:

- (a) Determine whether the claimant was an entity eligible to receive the funds allocated to it. The determination should be made with reference to the section of the Transportation Development Act under which the funds were allocated and to the definitions in Article 1 of the Transportation Development Act.
- (b) Determine whether the claimant is maintaining its accounts and records on an enterprise fund basis and is otherwise in compliance with the uniform system of accounts and records adopted by the State Controller pursuant to Public Utilities Code Section 99243.
- (c) Determine whether the funds received by the claimant pursuant to the Transportation Development Act were expended in conformance with those sections of the Transportation Development Act specifying the qualifying purposes, including Public Utilities Code Sections 99262 and 99263 for operators receiving funds under Article 4, Sections 99275, 99275.5, and 99277 for Article 4.5 claimants, and Section 99400(c), (d), and (e) for Article 8 claimants for service provided under contract.
- (d) Determine whether the funds received by the claimant pursuant to the Act were expended in conformance with the applicable rules, regulations, and procedures of the transportation planning agency and in compliance with the allocation and instructions and resolutions.
- (e) Determine whether interest earned on funds received by the claimant pursuant to the Transportation Development Act were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code Section 99301.

- (f) Verify the amount of the claimant's operating cost (as defined by Section 6611.1) for the fiscal year, the amount of fare revenues required to meet the ratios specified in Sections 6633.2 and 6633.5, and the amount of the sum of fare revenues and local support required to meet the ratios specified in Sections 6633.2.
- (g) Verify the amount of the claimant's actual fare revenues (as defined by Section 6611.2 and by Public Utilities Code Section 99205.7) for the fiscal year.
- (h) Verify the amount of the claimant's actual local support (as defined by Section 6611.3) for the fiscal year.
- (i) Verify the maximum amount the claimant was eligible to receive under the Act during the fiscal year in accordance with Sections 6634 and 6649.
- (j) Verify, if applicable, the amount of the operator's expenditure limitation in accordance with Section 6633.1.
- (k) In the case of an operator, determine whether the operator's employee retirement system or private pension plan is in conformance with the provisions of Public Utilities Code Sections 99271, 99272 and 99273.
- (l) In the case of an operator, determine whether the operator has had a certification by the Department of California Highway Patrol that the operator is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.

4. **Compliance Audit Tasks – Non-Transit Claimants (City of Placerville and County of El Dorado)**

In conducting the compliance portion of the audit specified in Section 6664 for a non-transit claimant, the independent auditor shall perform at least the following tasks:

- (a) Determine whether the funds received by the claimant pursuant to the Transportation Development Act were expended in conformance with those sections of the Transportation Development Act specifying the qualifying purposes, including Public Utilities Code Section 99402 for streets and road claimants and Section 99233.3 for claimants under that section for pedestrian and bicycle facilities and bicycle safety education programs.
- (b) Determine whether the funds received by the claimant pursuant to the Transportation Development Act were expended in conformance with the applicable rules, regulations, and procedures of the transportation planning agency and in compliance with the allocation instructions.
- (c) Determine whether interest earned on funds received by the claimant pursuant to the Transportation Development Act, were expended only for those purposes for which the funds were allocated, in accordance with Public Utilities Code Section 99301 and 99301.5.

5. **Single Audit – Schedule of Federal Expenditures**

The reports specified in the Single Audit Act of 1984 shall be delivered along with the additional reports mandated by the laws specified above.

A single audit has been required for El Dorado County Transit Authority. A single audit has not been required for El Dorado County Transportation Commission.

Answers to Frequently Asked Questions:

- The contract for our audits is five years and a new Request for Proposals is issued every five years for the next contract.
- Our auditor for the previous five years will be allowed to submit a proposal.
- The previous audits are posted on EDCTC's website <https://www.edctc.org> with the RFP.
- The fiscal year trial balance and other records will be ready at the end of August for EDCTC and the end of September for EDCTA.
- Estimated time for field work:
 - El Dorado County Transportation Commission – three to four days onsite with four auditors present
 - El Dorado County Transit Authority – four to five days onsite with five auditors present
 - City of Placerville (TDA Funds only) – half a day
 - El Dorado County DOT (TDA Funds only) – half a day
 - There have been no changes to our accounting system or software.
- There were no material weaknesses or significant deficiencies in the prior year.
- The prior contract was for five years and ended with the June 30, 2023 audits.
- The cost of the FY 2022/2023 audits was \$34,100.
- An Americans with Disabilities Act of 1994 (ADA) accessible electronic copy will be provided to EDCTC.

V. CONTACT PERSON

Karen Thompson, Fiscal Officer
El Dorado County Transportation Commission
2828 Easy Street, Suite 1, Placerville, CA 95667
(530) 642-5264
kthompson@edctc.org

VI. PROJECT TIMETABLE

- December 27, 2023.....Issue Request For Proposals
- February 5, 2024 4:00 pm ...Closing Date for Receipt of Proposals**
- February 7, 2024.....Finalists contacted to schedule interviews, if required
- February 13, 2024.....Conduct interviews, if required
- March 7, 2024.....Contract award
- Beginning of September.....Audit fieldwork begins
- End of October.....Draft Financial Statements
- Mid November.....Final Financial Statements

Proposals must be **received** no later than **4:00 pm on February 5, 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 “**Fiscal and Compliance Audits.**” If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. 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 March 15, 2024.

G. Term

The term of the contract will be five years from approximately March 7, 2024 to March 1, 2029.

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 50 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 issues specific to fiscal and compliance audits including:
 - a) The Transportation Development Act
 - b) GASB 68, 75, 87 and 100
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 audits;
 - b) A brief description of the firm's experience with similar local government audits;
 - 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.
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 two (2) 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 February 5, 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 "FISCAL AND COMPLIANCE AUDITS." 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:

- Qualifications, specific experience, and technical competence of the personnel to be assigned to this contract;
- Understanding the requirements of the Transportation Development Act;
- Understanding the requirements of Government Accounting Standards Board (GASB) 68 relating to Pension Benefits, GASB 75 relating to Other Post-Employment Benefits (OPEB), GASB 87 relating to Leases and GASB 101 relating to Compensated Absences

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 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 conditions described in item 4 above, such decision by the Commission shall be made prior to award of 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 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 effect 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 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 determine 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 award.

10. Upon receipt of the material described herein, 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

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