REQUEST FOR PROPOSALS

GENERAL LEGAL SERVICES

November 23, 2026

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

COMMISSIONERS

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Greg Ferrero .....El Dorado County Supervisor, District 1
Jackie Neau.....Placerville City Council
Lori Parlin.....El Dorado County Supervisor, District 4
George Turnboo .....El Dorado County Supervisor, District 2
Brian Veerkamp .....El Dorado County Supervisor, District 3
David Yarbrough.....Placerville City Council

David Smith (ex-officio) .....Caltrans District 3
Cody Bass (ex-officio) .....City of South Lake Tahoe

EDCTC STAFF

Woodrow Deloria.....Executive Director
Dana Keffer .....Admin Analyst/Secretary to the Commission
Kimberly Hasha .....Fiscal Officer
Jerry Barton.....Principal Transportation Planner
Shannon Thaggard.....Associate Transportation Planner

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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 shall be composed of the following members: four Supervisors appointed by the El Dorado County Board of Supervisors, two Council Members appointed by the City Council of each incorporated city in the portion of El Dorado County outside of the Tahoe Basin, unless there is only one incorporated city, in which case that city shall appoint three Council Members. The City Council of the City of South Lake Tahoe shall appoint one Council Member to serve as an ex officio non-voting member and the District Director of the California Department of Transportation (Caltrans, District 3) shall designate one ex officio non-voting member. The City shall also appoint 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. African American, 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 (FSP).

II. BACKGROUND

EDCTC is seeking proposals from firms with qualifications and experience for providing professional general legal services to EDCTC. This service entails providing legal review and advice to the Commission on documents, agreements, and responsibilities relating to

transportation planning and funding. In addition to experience in the areas of contracts and legal requirements of government agencies, individuals or firms should have expertise in laws relating to the following areas: Regional Transportation Planning Agencies (RTPA), Metropolitan Planning Organizations (MPO), Airport Land Use Commissions (ALUC), the current federal transportation bill, State Transportation Improvement Program (STIP), the Transportation Development Act (TDA), California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and air quality issues related to transportation.

III. PROJECT SUMMARY AND DESCRIPTION

The contract for General Legal Services will be an agreement between the EDCTC and the attorney(s). The attorney(s) will invoice EDCTC for services rendered and EDCTC will pay the attorney(s) for these services. Funding for the attorney(s) services will be provided by EDCTC utilizing federal, state and/or local funding sources. The award of the contract will be on the February 4, 2027, El Dorado County Transportation Commission meeting agenda.

The actual amount EDCTC has spent on legal services over the past five years has totaled approximately $32,500 with an average of $6,500 a year.

IV. SCOPE OF WORK/SERVICES

The scope of work is described below. The selected attorney(s) will be expected to perform all services described in the scope of work. The attorney(s) will receive general direction from the EDCTC Executive Director. Tasks will include the following:

1. Provision of all legal advice to the Commission through the Executive Director, Commissioners, and other designated personnel as appropriate.
2. Monitoring and advising the Executive Director, Commissioners, and other designated personnel as appropriate, of legislation and case law affecting the Commission.
3. Provision of legal review and advice on documents, agreements, and responsibilities related to transportation planning and funding.
4. Representing the Commission in the administration of all claims and litigation filed by or against it; provided, however, that special counsel may be retained to defend or prosecute actions requiring special expertise; further provided, that outside counsel shall be retained in the event of a conflict of interest which disqualifies the attorney(s) from such representation.
5. Rendering advice and assistance to Commission's representatives on labor relations matters, reviewing memoranda of understanding or other labor agreements, drafting implementing legislation or other pertinent documents and representation of Commission before mediators or arbitrators on matters arising from memoranda of understanding or the Commission's personnel rules.
6. Rendering advice and assistance in the administration of the Commission's general liability risk management and insurance programs.
7. Monitoring activities of any special counsel retained by the Commission.
8. Attendance at Commission meetings deemed necessary or as requested by the Executive Director or Commission.
9. Attendance at staff level or committee level meetings deemed necessary or as requested by the Executive Director or Commission.
10. Providing conflict of interest assistance to Commission and staff on behalf of the Commission and assisting members and staff in seeking advice from the FPPC.

V. CONTACT PERSON

Dana Keffer
Administrative Analyst
El Dorado County Transportation Commission
2828 Easy Street, Suite 1
Placerville, CA 95667
(530) 642-5260
dkeffer@edctc.org

VI. PROJECT TIMETABLE

November 23, 2026.....Issue Request for Proposals
January 14, 2027 .....**Closing Date for Receipt of Proposals**
January 15, 2027 .....Finalists contacted to schedule interviews, if required
January 20, 2027 .....Conduct interviews, if required
February 4, 2027.....Contract award
March 1, 2027.....Contract Effective Date

Proposals must be **received** no later than **4:00 pm on JANUARY 14, 2027,** by email to dkeffer@edctc.org.

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

Proposals must be submitted via email to dkeffer@edctc.org with a Subject Title that is clearly marked **"GENERAL LEGAL SERVICES."** 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 or SAM.gov exclusion records.

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. Award of the contract is expected February 4, 2027.

G. **Term**

The term of the contract will be five years from approximately March 1, 2027 to February 29, 2032, 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. The Disadvantaged Business Enterprise (DBE) Program is a federal initiative designed to ensure equitable access to transportation-related contracting opportunities for small businesses that are socially and economically disadvantaged. Its purpose is to remove barriers to participation, create a level playing field, and foster a competitive environment in which DBE firms can grow and succeed. In alignment with federal regulations and statewide guidance, the program promotes nondiscrimination in the award and administration of federal-aid contracts, encourages meaningful participation by disadvantaged businesses, and supports their long-term development. Through consistent implementation, monitoring, and collaboration with state and local agencies, the DBE Program strengthens local economies, upholds the U.S. Department of Transportation's (USDOT's) commitment to fairness, and broadens the pool of qualified firms contributing to transportation projects statewide while maintaining the integrity and intent of the DBE framework.

   The DBE Program operates under a clearly defined federal regulatory framework established by the USDOT. Its primary authority is found in Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26). These regulations mandate the Consultant, subrecipients, subconsultants, and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out all applicable requirements of 49 CFR Part 26 and the Caltrans DBE Program.

   Certified DBEs are encouraged to submit proposals as prime consultants, joint venture partners, or subconsultants. Firms seeking DBE credit must be certified by the California Unified Certification Program (CUCP) at the time participation is counted.

   Each proposer shall complete and submit Caltrans LAPM Exhibit 9-L, Bidder's/Proposer's List, with its proposal. The completed Exhibit 9-L shall include all information required by the form regarding the proposer and all known subconsultants, including both DBE and non-DBE firms.

   The information collected through Exhibit 9-L will be used by EDCTC and Caltrans to satisfy federal bidder/proposer data collection and reporting requirements pursuant to 49 C.F.R. § 26.11. Submission of Exhibit 9-L does not, by itself, establish DBE commitment or DBE goal attainment.

2. 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 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

3. 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.

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 attorney(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 transportation funding.

4. Technical Approach
   Technical approach should include:
   a) A brief description of the attorney(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 organizations;
   c) An organizational chart depicting the individual or team proposed by the firm, a summary of their qualifications, including their California State Bar Numbers, and experience of each member proposed to provide legal services.

5. Project Management
   The proposer must prepare an explanation of the project management system and practices to be used to assure that the required legal 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.

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 and disclosure of any actual, apparent, or potential conflicts of interest.

8. Cost Proposal
   The cost proposal shall describe both the hourly rate for attorney(s) and employees to be assigned to this contract and a summary of any other related costs that are to be billed directly.

The cost proposal shall be submitted as a separate email attachment.

All proposals shall be **received** no later than **4:00 pm on JANUARY 14, 2027. Proposals must be submitted via email to dkeffer@edctc.org with a subject title that is clearly marked "GENERAL LEGAL SERVICES."**

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 Commission on the basis of the proposal, oral interview, and reference checks. 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:

- Specialized experience and technical competence
- Familiarity with the types of issues and problems associated with transportation planning agencies
- Understanding the purpose and requirements of state and federal transportation funding
- Qualifications of personnel to be assigned to this contract.
- Hourly fee schedule of staff

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

Fees shall be billed on a monthly basis. All invoices will be emailed to EDCTC at dkeffer@edctc.org.

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 annual hourly billing rates and 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:
A: Sample Cost Proposal
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