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February 24, 2016

REQUEST FOR QUALIFICATIONS (RFQ)

On-Call Transportation Engineering and Planning Services

NOTICE IS HEREBY GIVEN that the Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualification (SOQ) for On-Call Transportation Engineering and Planning Services. Through this Request for Qualifications (RFQ), MTC will select one or more qualified consultants (“Consultant Bench”) with which MTC may contract to provide services related to this project on an as-needed basis.

The project is divided into the following Service Categories:

- A. Freeway Active Traffic Management
- B. Travel Demand Management
- C. Connected Vehicles/Autonomous Vehicles and Advanced Technology
- D. Data Analytics and Performance Assessments
- E. Arterial Operations
- F. General Planning

The RFQ documents for this project are available for download on the MTC website at <http://procurements.mtc.ca.gov/>. Proposers are responsible for checking the website for any Addenda to this RFQ. Responses should be submitted in accordance with the instructions set forth in the RFQ.

Interested firms must submit an original and six (6) copies, as well as one electronic PDF version, of their SOQ by **4:00 p.m. on Wednesday, March 30, 2016**, in accordance with the instructions contained in the RFQ. Other key RFQ dates are listed in Section V, Consultant Selection Timetable of the RFQ.

Contracts entered into as a result of this RFQ may be funded with in whole or in part with federal funds from FHWA. Accordingly, the requirements included in Attachment H, Federally Required Clauses of Appendix D, MTC Standard Consultant Contract, and Appendices F through F-5 to this RFQ shall apply to this procurement.

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Steve Heminger
Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Thank you for your interest.

Sincerely,

DocuSigned by:
Steve Heminger
021DA2847D43405...
Steve Heminger
Executive Director

SH: KC

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I. MTC AND PROJECT DESCRIPTION

A. *Description of MTC*

MTC was created by the state Legislature in 1970 (California Government Code § 66500 *et seq.*) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. MTC functions both as the regional transportation planning agency – a state designation and, for federal purposes, as the region's metropolitan planning organization. As such, MTC is responsible for regularly updating the Regional Transportation Plan (RTP), a comprehensive blueprint for the development of mass transit, highway, airport, seaport, railroad, bicycle and pedestrian facilities.

B. *Project Description*

The San Francisco Bay Area is ranked amongst most congested metropolitan areas in the nation, particularly with the rebound of the region's economy in recent years. Therefore, developing effective congestion management strategies and maintaining efficient access and mobility of our roadway system is vital to the region.

As a companion to the long-held system maintenance principle that the region should “fix it first”, MTC is pursuing more operational improvements as a means of preserving access and mobility without expanding regional roadways through the Regional Active Operational Management Program. This Program seeks to deploy cost-effective, technology-driven operational strategies that improve mobility and system efficiency across freeways, arterials and transit modes. MTC will partner with Caltrans, Congestion Management Agencies and transit operators to leverage its regional dollars with other federal, State and local funding to deliver these operational strategies.

Several new operational initiatives have been developed to address the region's recurring and non-recurring congestion, including the following:

- **Columbus Day Initiative (CDI)**: This initiative includes the implementation and delivery of active operational management strategies that would result in reduced vehicle delays – similar to what commuters experience during holidays such as Columbus Day. Operational strategies include adaptive ramp metering, hard shoulder running, connected vehicles, queue warning, adaptive traffic signals with transit signal priority, shared-use mobility, etc.
- **Managed Lanes Implementation Plan (MLIP)**: The Managed Lanes Implementation Plan is a suite of complementary projects that will expand the managed lanes network and enhance express bus services and park-and-ride facilities serving managed lanes. These strategies will maximize the efficiency of, and increase person throughput on, the Bay Area's managed lanes network.

- **Other:** A number of other ongoing efforts are also aimed at improving operations of the roadway system, including: regional express lanes, congestion monitoring, and ramp metering.

The purpose of this RFQ is to select a bench of consultants to provide technical expertise to plan for and implement these operational projects. In establishing a bench under this RFQ, MTC is seeking to qualify individual firms, rather than a consultant team comprising of a prime consultant and subconsultant(s), under the various Service Categories. Consultants may add additional specialty subconsultant(s), as needed later, for specific task order assignments. These may include, but are not limited to, data collection, planning level design, and cost estimates.

MTC will establish Disadvantaged Business Enterprise (DBE) goals for each task order issued under any contract that includes federal funds. If there is a DBE goal on the task order, the Consultant may at that time add subconsultant(s) to meet the DBE goal established for the specific task order. Federal requirements are included in *Appendix F, Federal Requirements*.

II. AREAS OF CONSULTANT EXPERIENCE

Proposers should submit a single SOQ covering one or more of the Service Categories described below as an individual firm (“Consultant” herein refers to an individual firm). Consultant may be qualified under one or more Service Categories. Consultants must meet the Minimum Qualifications (MQs) described in Section III of this RFQ for the relevant Service Categories.

Consultants with which MTC contracts shall provide on-call assistance for transportation engineering and planning services on an as-needed basis for the following Service Categories.

SERVICE CATEGORIES

A. Freeway Active Traffic Management

This Service Category includes planning and implementation support services to deliver a wide range of active traffic management strategies for regional freeways identified under the CDI and the MLIP, including, but not limited to: express lanes, corridor adaptive ramp metering, locally traffic responsive ramp metering, hard shoulder running lanes, contra flow lanes, and freeway queue warning. Express lanes may involve conversion of existing HOV lanes or general purpose lanes. Provide assistance with implementing operational policies such as changes to express lanes hours of operations, vehicle occupancy requirements, and express lanes access. Provide assistance with developing multimodal concepts for active traffic management, including freeway and arterial integrated corridor management.

B. Travel Demand Management

This Service Category includes planning and implementation support services to deliver projects aimed at reducing travel demand, particularly that of single occupant vehicles, as part of the CDI and MLIP programs, including, but not limited to: express bus services, park and ride lots, parking management, and shared-use mobility projects.

C. Connected Vehicles/Autonomous Vehicles and Advanced Technology

This Service Category includes support services to identify, evaluate, and/or deploy connected vehicle technologies, which could include vehicle- to-infrastructure (V2I) or vehicle-to-other (V2X) projects, or other related projects. Provide support to advance the development of an information infrastructure for ongoing real-time data communications with and among vehicles to enable a number of safety, mobility, and commercial applications. Provide project-level technical oversight, guidance, and coordination to support the design, integration, security and credentialing, and other technical needs of deployment of the advanced technology projects.

Specific near-term projects may include, but are not limited to: transit signal priority, Freight Advanced Traveler Information Systems (FRATIS), shared-use mobility, advanced traveler information and parking management, queue warning and speed harmonization.

D. Data Analytics and Performance Assessments

This Service Category includes support services in the areas of data analytics and performance assessments, which may include, but are not limited to: performance monitoring as part of the development for MTC's annual Bay Area Congested Freeway Segments list, which is published through MTC's Vital Signs; performance assessments as part of the development of the RTPs.

E. Arterial Operations

This Service Category includes support services to implement a range of operational improvements along Bay Area arterials. Projects may include, but are not limited to: time-of-day signal timing coordination, adaptive traffic signal systems, transit signal priority, multimodal arterial improvements, technology-based ITS strategies, etc.

F. General Planning

This Service Category includes support services in the areas of outreach, impacts on land use, and environmental justice as part of CDI and MLIP planning and implementation efforts.

III. MINIMUM QUALIFICATIONS

The Minimum Qualifications (MQs) required are described below. Proposers must meet the MQs to be eligible for consideration in the Service Categories for which Proposers are submitting qualifications.

1. The Proposer must demonstrate successful completion of at least two (2) projects within the past five (5) years similar to the services described in *Appendix A, Preliminary Scope of Work*, in the Service Category for which the Proposer is submitting qualifications. Projects may overlap between Service Categories.
2. The Project Manager(s) must be either a professional planner, economist, or analyst as evidenced by educational background and relevant job experiences or licensed engineer (Civil or Traffic) and have at least five (5) years of overall project management experience performing work similar to that described in *Appendix A, Preliminary Scope of Work*, in the Service Category for which the Proposer is submitting qualifications.
3. The Proposer must identify lead staff(s) for each Service Category. Lead staff(s) must have at least three (3) years of experience performing work similar to that described in *Appendix A, Preliminary Scope of Work*, in the Service Category for which the firm is submitting qualifications.

Other Qualifications

The following qualifications are not required in order for a Proposer to be evaluated, but Proposers will be scored on them under Section IX.C:

- Project Manager, lead staff and other key staff familiar with Bay Area traffic operations and experience working with Caltrans District 4 and Bay Area local agencies.
- Proposed staff and firm's project experiences in developing diverse and innovative transportation solutions.
- Experience in delivering projects requiring multi-jurisdiction coordination.

IV. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

All work will be assigned pursuant to MTC-initiated task orders, that will include a specific scope of work based on the tasks identified in *Appendix A, Preliminary Scope of Work*. Payment for work performed under task orders may be deliverables-based or time and materials, as determined by the MTC Task Order Manager. A sample task order form is attached hereto as Attachment A-2, *Task Order Form* to *Appendix D, MTC Standard Consultant Contract*. Selection to be on the Consultant Bench does not guarantee that a firm will be awarded any work.

B. Period of Performance

MTC expects the work awarded pursuant to this RFQ to commence on or about June 1, 2016, and to be completed no later than June 30, 2019. At MTC's sole option, the bench performance period may be extended one time for two (2) additional years.

C. Budget

Funding will become available in each fiscal year, subject to approval of MTC annual budgets. Under a similar on-call transportation engineering and planning bench, a combined contract total of approximately \$4,185,000 was expended between fiscal years 2013/2014 to 2015/2016.

V. PROPOSERS CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

A proposers conference will be held at 1:30 p.m. on March 7, 2016 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the Fishbowl Conference Room.

Any addenda will be posted on MTC's website. All Proposers are responsible for checking the website for any addenda to the RFQ.

Any requests for clarification of, or exceptions to, RFQ requirements must be received by MTC no later than 4:00 p.m. on March 11, 2016, to guarantee a response or consideration. MTC reserves the right to reject any SOQ that contains unauthorized conditions or exceptions.

VI. CONSULTANT SELECTION TIMETABLE

1:30 p.m., on Monday, March 7, 2016	Proposers Conference, at 101 8 th Street, Oakland, CA 94607, Fishbowl Conference Room
4:00 p.m., on Friday, March 11, 2016	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) business days prior to the date SOQs are due.	Deadline for protesting RFQ provisions
4:00 p.m., Wednesday, March 30, 2016	Closing date/time for receipt of SOQs
Week of April 18, 2016*	Interviews (if held)
May 13, 2016*	MTC Operations Committee Approval

**Interview, award and approval dates are approximate and are subject to change before or after the closing date of the RFQ.*

VII. SUBMITTAL OF SOQ

1. Interested firms must submit an original and six (6) copies, as well as one electronic PDF version, of their SOQ by **4:00 p.m. on Wednesday, March 30, 2016. Submission of an electronic copy of the SOQ without hard copies will not satisfy the submission requirement and, therefore, not be considered. No SOQs submitted solely by email and no faxed SOQs will be considered.**
2. SOQs are to be addressed as follows:
On-Call Transportation Engineering and Planning Services
Attention: Kevin Chen
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter,
101 Eighth Street, Oakland, CA 94607-4700
3. Proposer's name and return address must also appear on the envelope.
4. SOQs will be received only at the address shown above and **no later than the date and time indicated**. MTC is not responsible for deliveries delayed for any reason. Any SOQ received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
5. All SOQs, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated**. The timestamp located on the 3rd floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of SOQs
6. Proposer agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of a SOQ.

If selected, a signed SOQ submitted to MTC in response to this RFQ shall constitute a binding offer from Proposer to contract with MTC according to the terms of the SOQ for the duration of the performance period from June 1, 2016 to June 30, 2019.

7. An SOQ may be withdrawn at any time before the date and time when SOQs are due by submitting a written request for its withdrawal to the MTC Project Manager.
8. This RFQ does not commit MTC to award a contract or to pay any costs incurred by any Proposer in the preparation of a SOQ in response to this RFQ.
9. Only one SOQ will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.

10. MTC reserves the right to accept or reject all SOQs submitted, waive minor irregularities, request additional information, and negotiate with any or all Proposers.
11. MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.
12. If the selected Proposer for a particular task or aspect of the Project fails to enter into a contract, contract amendment, or task order with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFQ, MTC reserves the right to enter into a contract, contract amendment, or task order with the next highest scoring Proposer.
13. Online Vendor Registration is required to be eligible for contract award. Proposers should visit <http://procurements.mtc.ca.gov/Vendors/vendor-information.html> to register in the MTC Vendor Database.
14. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration / Federal Agency Registration (CCR/FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS). Firms submitting SOQs for contracts with federal funds must register on the SAM website at <https://www.sam.gov/portal/SAM/##11> prior to SOQ submission.

VIII. FORM OF SOQ

SOQs must be signed in ink and include a statement that the person or persons signing the SOQ is/are authorized to authorize and submit the SOQ on behalf of the Proposer. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

SOQ content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the SOQ, as determined at MTC's sole discretion.

Each SOQ must include the following:

A. Transmittal Letter

SOQs must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and containing the name and telephone number of a contact person, if different from the signatory. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFQ and any Addendum

to the RFQ. Indicate that the SOQ is a firm offer to enter into a contract to perform work related to this RFQ for a period of three (3) years from the due date for SOQs.

In addition, the transmittal letter should state which Service Categories the firm is submitting an SOQ for which firm wishes to be considered.

B. Title Page

SOQs must include a title page that includes the RFQ subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date.

C. Firm Qualifications and Experience

A detailed statement describing the Consultant's qualifications and experience relevant to the Service Categories for which the Consultant intends to qualify for. Refer to Section Ii for Service Categories and Section Iii for MQs. (Not to exceed 1 page per Service Category.)

Consultant's organizational structure identifying Principal-In-Charge (PIC) (if applicable), Project Manager (PM) and Lead Staff(s) for each Service Category. (Not to exceed 1 page.)

D. Staff Qualifications and Experience

Provide a brief summary of proposed staff for each Service Category that the Consultant intends to qualify for. Refer to Section II for Service Categories and Section III for MQs. Provide staff resumes that highlight relevant experience of the staff expected to work on projects within the Service Category. Resumes should be included in the following order: PIC (if applicable), PM, Lead Staff and Technical Support Staff. (Not to exceed a total of 4 pages per Service Category.)

E. Similar Projects

Provide information regarding similar projects the Proposer completed in relation to each Service Category. Examples should demonstrate Proposer's experience with at least two (2) projects substantially similar to the tasks described in Appendix A, completed in the past five (5) years. For clarity, these two (2) projects can count as projects that also demonstrate Proposer's Minimum Qualifications (as set forth in Section III).

Project summaries must include the name of the client, the firm's role and responsibilities, key staff and their roles and responsibilities, the firm's contract term and amount, and a contact person (with telephone number and e-mail) who may be contacted as a reference. (Not to exceed a total of 3 pages per Service Category.)

F. References

Provide three references attesting to Proposer's previous experience in performing work substantially similar or related to the services proposed. Please provide the names of the clients,

along with the names, telephone numbers, and email addresses of client contact person(s) for each reference. (Not to exceed 1 page per Service Category.) References may be checked to verify qualifications and relevant experiences.

G. Work Sample

A copy of a report or final work product, prepared by key members of the Consultant team, in which scope and details are comparable to one of the proposed Service Categories. Where key members of the team have not worked together on the same project, separate reports or final work products shall be submitted. Identify which key members worked on each report or final work product and in what capacity, and provide client contact information.

The work sample will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness. To save paper, MTC requests (but does not require) that where the work sample exceeds 50 pages, it be submitted separately from the SOQ in pdf format on two separate CDs or DVDs, in lieu of six (6) printed copies.

H. Cost Proposal

IN A SEPARATE SEALED ENVELOPE: A schedule of the Proposer's hourly rates. Rates shall include all direct and indirect costs. *Appendix B, Resource Rate Schedule*, provides an example of the format for the submittal of the Proposer's hourly rates. Fully-loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits, as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies. Rates indicated shall be firm for the initial three (3) year contract term.

Proposer's hourly rates will not be a factor in the evaluation. However, MTC reserves the right to negotiate with or to decline to enter into contracts with a Proposer's whose rates are unreasonable in MTC's sole discretion.

I. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix C*).

J. Insurance Provisions

Submit a signed acknowledgement that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within ten (10) days of MTC's notice to firm that it wishes to contract with the firm.

(See Section X.B of the RFQ for how to request exceptions to the minimum insurance requirements.)

K. Taxpayer Identification Number and Certification

Submit a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

L. Federal Requirements

Submit all completed federal-required certifications in *Appendix F, Federal Requirements*, related to lobbying and debarment, (*Appendices F-1 and F-2*)

Firms submitting SOQs for contracts with federal funds must also submit a verification of its System of Award Management (SAM) registration.

Disadvantaged Business Enterprise (DBE) information (*Appendices F-3, F-4, and F-5*) is not required at time of SOQ submittal, but will be required at the time of task order execution.

M. Iran Contracting Act

Pursuant to California Public Contracts Code Sections 2200 *et seq.*, (AB 1650, Iran Contracting Act of 2010) Proposers for contracts equal to or in excess of one million dollars (\$1,000,000) must certify, at the time of SOQ submission that Proposer is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. Submit a signed Iran Contracting Act Document (*Appendix E*).

N. Financial Responsibility

Not Used.

O. Audit and Review

Appendix G-1, Consultant Certification of Contract Costs and Financial Management System, is not required at time of SOQ submittal, but may be required at the time of task order execution.

Should A&E task orders equal to or in excess of one hundred fifty thousand dollars (\$150,000), the selected Consultant must complete and submit Appendix G-1, Consultant Certification of Contract Costs and Financial Management Information and all documentation described in Appendix G, Audit and Review Requirements.

IX. SOQ EVALUATION

A. Verification of Minimum Qualifications

The MTC Project Manager will review SOQs to ensure that each SOQ meets the Minimum Qualifications set out in Section III, Minimum Qualifications of this RFQ. Proposers failing to meet the Minimum Qualifications will not be considered.

B. Review for General Responsiveness

The MTC Project Manager, in consultation with the MTC's Office of General Counsel, will conduct an initial review of the SOQs for general responsiveness and inclusion of the items requested in Section VIII, Form of SOQ. Proposers failing to meet the Minimum Qualifications listed in this RFQ or to satisfy the federal Disadvantaged Business Enterprise (DBE) requirements (if applicable), will not be considered responsive. Also, any SOQ that does not include enough information to permit the evaluators to rate the SOQ in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A SOQ that fails to include one or more items requested in Section VIII, Form of SOQ may be considered responsive, if evaluation in every criterion is possible. **MTC reserves the right to request additional information from responsive Proposers prior to evaluation.**

C. Evaluation Panel and Evaluation Criteria

Responsive SOQs will then be evaluated by an evaluation panel of MTC staff. The evaluation of the SOQs shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the MTC Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Any attempt by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

Responsive SOQs shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

1. Experience and qualifications of the firm and of proposed staff in relation to the expertise sought by MTC, as listed and described in Section II, Other Qualifications under Section III and in *Appendix A*, Preliminary Scope of Work; this may include information gathered through references (40%);
2. Written and oral communication, as evidenced in the submitted SOQ, work sample, and interviews, if held (35%); and
3. Depth of staff resources to work on multiple projects at the same time (25%).

D. Proposer Interviews

Following the initial evaluation of SOQs, the evaluation panel may elect to recommend a list of qualified firms for inclusion on the Consultant Bench, with or without interviews, or may develop a short-list of firms to be considered for selection. If the evaluation panel develops a short-list of firms, oral interviews will be held with short-listed firms. If a short-list is developed, firms that were not selected for the short-list will be notified; however, the evaluation record shall remain confidential until the MTC Operations Committee approves the Consultant Bench.

Following the evaluation, the panel may elect to recommend for inclusion on the Consultant Bench a list of consultants in one or more of the following Service Categories:

- A. Freeway Active Traffic Management
- B. Travel Demand Management
- C. Connected Vehicles/Autonomous Vehicles and Advanced Technology
- D. Data Analytics and Performance Assessments
- E. Arterial Operations
- F. General Planning

MTC reserves the right to not convene interviews and to make a selection on the basis of written SOQs alone. SOQs should be submitted on the most favorable terms. References may be contacted at any point in the evaluation process. Further, MTC reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in SOQs, and to request additional information from one or more of the Proposers. Any selection made will be made to the firms whose SOQs are the most advantageous to MTC, based on the evaluation criteria listed above.

During the evaluation, any potential conflicts of interest (see Section IX, General Conditions, Subarticle F) will be considered. MTC may request additional information from any firm that appears to have an organizational conflict of interest, including its plan to mitigate any such conflicts. MTC will not award a contract to a firm with an actual conflict of interest, or with an apparent conflict of interest that cannot be adequately mitigated, in MTC's sole opinion.

E. Recommendation for Consultant Selection

The panel will recommend the selected Consultants to the MTC Executive Director, based on evaluation of the written SOQ and oral interviews (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the MTC Operations Committee for approval.

F. Assigning Work

Contracts awarded by MTC may include a specific scope of work based on the areas identified in *Appendix A, Preliminary Scope of Work* or be Task Order based. MTC reserves the right in its

sole discretion to determine which panel consultant's qualifications, experience, available resources, ability to perform according to the required schedule, and hourly rates best suit each project. MTC reserves the right to issue a mini-Request for Qualifications or mini-Request for Proposal (mini-RFQ or mini-RFP) prior to contract or task order award. A mini-RFQ or mini-RFP is an RFQ/RFP that is sent to any or all firms selected for the applicable Service Category of the Consultant Bench resultant of this RFQ. The mini-RFQ or mini-RFP award will be made based on the evaluation factors listed in the mini-RFQ or mini-RFP. In general, MTC will issue a mini-RFQ to all firms in a Service Category where work requires the use of a licensed engineer. Selection to be on the Consultant Bench will not necessarily result in award of any contract or task order work.

X. GENERAL CONDITIONS

A. Award

Selection to the Consultant Bench in each Service Category will be made to the Proposers whose SOQs are most advantageous to MTC based on the evaluation criteria defined in Section IX.

Upon notification of selection to the Consultant Bench, the Consultant's SOQ offer will be held firm for the period of performance listed in Subarticle B, Section IV, Scope of Work, Period of Performance, and Budget. Selection to be on the Consultant Bench does not guarantee that a contract will be awarded.

If a firm selected for the Consultant Bench fails to enter into a contract, contract amendment, or task order with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFQ, MTC reserves the right to reject the SOQ of the firm and enter into a contract with another firm on the Consultant Bench.

B. Contract Arrangements

MTC's Standard Consultant Contract is attached as *Appendix D*. If a Proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with Section C below.

The selected Consultants will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within ten (10) days of MTC's notice to firm that it wishes to contract with the firm. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. MTC will review the requests and issue an addendum if material changes requested by a prospective Proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements, pursuant to the protest provisions of this RFQ, must be brought to MTC's attention

no later than the deadline for protesting RFQ provisions or compliance with all material insurance requirements will be assumed.

The contracts resulting from this RFQ will be firm fixed price, with payment based on MTC's receiving of satisfactory deliverables, or cost reimbursement with ceiling, or a combination of deliverables based payment and task order, etc.

C. Selection Disputes

A Proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that MTC procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third business day prior to the date SOQs are due, for objections to RFQ provisions; or
2. No later than 4:00 p.m. on the third business day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third business day after the date the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a Proposer wish to appeal the decision of the MTC Executive Director, it may file a written appeal with the MTC Operations Committee, no later than 4:00 p.m. on the third business day after receipt of the written response from the MTC Executive Director. The MTC Operations Committee's decision will be the final agency decision.

Authorization to award an agreement to a particular Proposer by MTC shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Executive Director or, if the decision of the MTC Executive Director is appealed, the issuance of the MTC Operations Committee's decision.

D. Public Records

This RFQ and any material submitted in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code §6250 *et seq.*), unless exempt by

law. Other than proprietary information or other information exempt from disclosure by law, the content of SOQs submitted to MTC will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any SOQ content contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that MTC withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information, if any, required to be submitted under Section VIII of this RFQ, as confidential and shall include the following notice at the front of its SOQ:

“The data on the following pages of this SOQ, including financial information submitted under Section VIII of the RFQ marked along the right margin with a vertical line, contain technical or financial information that constitute trade secrets and/or that, if disclosed, would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used for review by MTC only, but understands that exemption from disclosure will be limited by MTC's obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this SOQ, MTC shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire SOQ confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required SOQ forms or the cost proposal as confidential. Consequently, any language purporting to render any SOQ forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the SOQ requests that MTC withhold such data from disclosure and MTC complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend MTC and hold it harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys' fees that may be awarded to the party requesting such Proposer information); and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its SOQ, and does not request that MTC withhold information marked as confidential and requested under the California Public Records Act, MTC shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against MTC or its commissioners, officers, employees or agents in connection with such disclosure.

E. Key Personnel

Key Proposer personnel assigned to the project are expected to remain on the project. Any change in key personnel on the proposed project team is subject to prior written approval of MTC. Removal of any key personnel identified in the SOQ without written consent of the MTC Project Manager may be considered a material breach of contract.

F. Conflicts Of Interest

By submitting a SOQ, the Proposer represents and warrants that no commissioner, officer or employee of MTC is in any manner interested directly or indirectly in the SOQ or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFQ and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever MTC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by MTC and the Proposer. After award, the winning Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other MTC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this RFQ if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFQ.

G. Personally Identifiable Information

Proposer agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in Attachment F, Special Conditions Relating to Personally Identifiable Information of Appendix D, MTC Standard Consultant Contract.

H. Audit and Review Requirements

A&E contracts that include state or federal funds are subject to the audit and review requirements included in *Appendix G, Audit and Review Requirements.* All proposed A&E contracts and supporting documents submitted in Proposer's SOQ are subject to audit or review

by Caltrans' Audits and Investigations (A&I), other state audit organizations, or the federal government.

I. Web-Based Communication

Proposer agrees to submit all communication and required documentation, including but not limited to invoices, requests for contract modifications, etc. to the MTC Project Manager or his/her designee via a web-based system designated by MTC to which MTC will provide system access.

J. Payment, Sub-Contractor and Prevailing Wage Information

Proposer agrees to submit payment, sub-contractor utilization and if applicable certified payroll information for contracts with prevailing wage requirements via a web-based system designated by MTC to which MTC will provide system access.

K. Cooperative Use

The Bay Area Toll Authority (BATA), Bay Area Infrastructure Financing Authority (BAIFA), and Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) may utilize this RFQ to obtain services, at the same terms and conditions included in this RFQ and firms SOQ's during the period of time that contracts resulting from this RFQ are in effect.

L. Disadvantaged Business Enterprise (DBE) Requirement

The funding for this project may consist of local, state, and federal fund sources. However, federal funding for some of the work under task orders issued by MTC in which case federal third-party contracting requirements shall apply.

Effective July, 2012, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Consultant's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal. See *Appendix F, Federal Requirements*.

APPENDIX A, PRELIMINARY SCOPE OF WORK

The successful Proposer's preliminary scope of work is listed below. All required services shall be authorized by Task Order, initiated and developed according to the Task Order Process described in Attachment A-1, of *Appendix D, MTC Standard Consultant Contract*. Task Orders shall include, at a minimum, a detailed description of the work to be performed, a completion date for performance, a maximum payment amount, payment terms (deliverables-based or time and materials) and subconsultant participation (if any), in a completed form as shown in Attachment A-2, Task Order Form, Appendix D, MTC Standard Consultant Contract, attached hereto and incorporated herein by this reference.

Service Categories to be performed under this RFQ include the following:

A. Freeway Active Traffic Management

This Service Category includes planning and implementation support services to deliver a wide range of active traffic management strategies for regional freeways identified under the Columbus Day Initiative (CDI) and the Managed Lanes Implementation Plan (MLIP), including, but not limited to: express lanes, corridor adaptive ramp metering, locally traffic responsive ramp metering, hard shoulder running lanes, contra flow lanes, and freeway queue warning. Express lanes may involve conversion of existing HOV lanes or general purpose lanes. Provide assistance with implementing operational policies such as changes to express lanes hours of operations, vehicle occupancy requirements, and express lanes access. Provide assistance with developing multimodal concepts for active traffic management, including freeway and arterial integrated corridor management.

Broad work scope may include, but is not limited to:

Conducting feasibility study, traffic operations analysis, traffic forecasting, congestion pricing analysis, revenue analysis for express lanes, planning and implementation of express lane operational policies, developing detailed implementation plans for specific operational projects, conducting before and after studies to evaluate project effectiveness. Analytical work such as benefit/cost, motor vehicle emissions analysis, greenhouse gas emissions analysis may also be needed to evaluate before/after conditions of the various freeway strategies to be implemented.

B. Travel Demand Management

This Service Category includes planning and implementation support services to deliver projects aimed at reducing travel demand, particularly that of single occupant vehicles, as part of the CDI and MLIP programs, including, but not limited to: express bus services, park and ride lots, parking management, and shared-use mobility projects.

Broad work scope may include, but is not limited to:

Conducting required technical support for the types of projects listed above, provide support in discrete choice modeling, including mode choice, toll choice, and carpool choice. Analytical work such as benefit/cost, motor vehicle emissions analysis, greenhouse gas emissions analysis may also be needed to evaluate before/after conditions of the various demand management strategies to be implemented.

C. Connected Vehicles/Autonomous Vehicles and Advanced Technology

This Service Category includes support services to identify, evaluate, and/or deploy connected vehicle technologies, which could include vehicle- to-infrastructure (V2I) or vehicle-to-other (V2X) projects, or other related projects. Provide support to advance the development of an information infrastructure for ongoing real-time data communications with and among vehicles to enable a number of safety, mobility, and commercial applications. Provide project-level technical oversight, guidance, and coordination to support the design, integration, security and credentialing, and other technical needs of deployment of the advanced technology projects.

Specific near-term projects may include, but are not limited to: transit signal priority, Freight Advanced Traveler Information Systems (FRATIS), shared-use mobility, advanced traveler information and parking management, queue warning and speed harmonization.

Broad work scope may include, but is not limited to:

Provide support, participate in strategic planning efforts, conduct research, and perform technical and/or policy analysis of new travel options, such as automated vehicles, self-driving vehicles, or other innovations that may impact traffic operations in the SF Bay Area.

D. Data Analytics and Performance Assessments

This Service Category includes support services in the areas of data analytics and performance assessments, which may include, but are not limited to: performance monitoring as part of the development for MTC's annual Bay Area Congested Freeway Segments list, which is published through MTC's Vital Signs; performance assessments as part of the development of the RTPs.

Broad work scope may include, but is not limited to:

Provide support in analyzing large quantities of survey, electronic transaction, and other Big Data sources such as raw speed and travel time data by traffic message channel (TMC), reducing and summarizing data for congestion monitoring report purposes. Provide support for project benefit cost evaluations as part of the RTP performance assessment process.

E. Arterial Operations

This Service Category includes support services to implement a range of operational improvements along Bay Area arterials. Projects may include, but are not limited to: time-of-day signal timing coordination, adaptive traffic signal systems, transit signal priority, multimodal arterial improvements, technology-based ITS strategies, etc.

Broad work scope may include, but is not limited to:

Develop signal timing plans (weekday/weekend time-of-day, incident management, traffic responsive, school peaks), conducting before-and-after studies, performing systems engineering analyses, and other services related to improving arterial operations. Analytic work such as benefit/cost, motor vehicle emissions analysis, greenhouse gas emissions analysis may also be needed to evaluate before/after conditions of the various arterial operations strategies to be implemented.

F. General Planning

This Service Category includes support services in the areas of outreach, impacts on land use, and environmental justice as part of CDI and MLIP planning and implementation efforts.

Broad work scope may include, but is not limited to:

For various operational strategies described under CDI and MLIP, assist with developing materials and leading outreach efforts; assist with evaluating potential impacts on land use, and conducting environmental justice assessments.

APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Alicia C. Aguirre
Tom Azumbrado
Jason Baker
Tom Bates
David Campos
Dave Cortese
Dorene M. Giacopini

Federal D. Glover
Scott Haggerty
Anne W. Halstead
Steve Kinsey
Sam Liccardo
Mark Luce
Jake Mackenzie

Julie Pierce
Bijan Sartipi
Libby Schaaf
James P. Spering
Adrienne J. Tissier
Scott Wiener
Amy Rein Worth

- 1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

- 2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX D, MTC STANDARD CONSULTANT CONTRACT

See Appendix D, posted at: <http://procurements.mtc.ca.gov/Solicitations/solicitation-list.html>

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under its Agreement with MTC, placed with insurers Best’s Rating of A- or better with a Financial Size Category of VIII or better.

<p>Yes (√)</p>	<p>Please certify by checking the box below that required coverages will be provided within ten (10) business days of MTC’s notice to firm that it wishes to contract with the firm.</p>
<p>—</p>	<p><u>Workers' Compensation Insurance</u> with Statutory limits, and <u>Employer’s Liability Insurance</u> with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such <u>Workers Compensation & Employer’s Liability</u> may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>
<p>—</p>	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of CONSULTANT and CONSULTANT’s officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p> <p>Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.</p> <p>MTC, BATA, BAIFA, MTC SAFE, Caltrans, FHWA (if federal funding is added) and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT’s operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT’s officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability that shall not be less than \$1,000,000 combined single limit per accident.</p>
<p>—</p>	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability</p>

	Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
—	<p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim.</p> <p>The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.</p>
—	<p><u>Property Insurance.</u> Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of its Agreement with MTC, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p>
<p>Consultant's obligation to provide the insurance described herein may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.</p> <p>Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.</p> <p>In the event that MTC seeks coverage as an additional insured under any Consultant insurance policy that contains a deductible or self-insured retention, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Consultant, subconsultant, subcontractor, or any of their employees, officers or directors, even if Consultant or subconsultant is not a named defendant in the lawsuit.</p> <p>If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, Consultant shall:</p> <ol style="list-style-type: none"> 1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of its Agreement with MTC or the beginning of any work under such Agreement; 2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and 3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of 	

the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant’s personnel, subcontractors, and equipment have been removed from MTC’s property, and the work or services have been formally accepted. Consultant must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of its Agreement with MTC.

Prior to commencement of any work hereunder, Consultant shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of its Agreement with MTC.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) business days of MTC’s notice to firm that it wishes to contract with the firm.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC’s attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to MTC’s attention consistent with the provisions of this RFQ, compliance with the insurance requirements will be assumed.

APPENDIX E – IRAN CONTRACTING ACT OF 2010
(Public Contract Code Section 2200 *et seq.*)

Prior to bidding on, submitting a SOQ or executing a contract or renewal for a Metropolitan Transportation Commission (MTC), contract for goods or services of \$1,000,000 or more, a Proposer must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Proposer or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Proposer Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a SOQ for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or N/A)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

APPENDIX F, FEDERAL REQUIREMENTS

Federally-required contract provisions are listed below and in *Appendix D*, MTC's Standard Consultant Contract, in Attachment H and its subparts. In addition, the federal requirements in this *Appendix F* shall apply to any contract resulting from this RFQ.

Effective July, 2012, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Consultant's DBE participation on its Agreement with MTC will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC will establish Disadvantaged Business Enterprise (DBE) goals for each contract, or for each task order issued under any contract entered into as a result of this RFQ.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other Small Businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor 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.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, *Appendix F-3*, "Local Agency Consultant DBE Commitment" form and *Appendix F-4*, "Local Agency Consultant DBE Information" form shall be included in the procurement document. In order for a Proposer to be considered responsible and responsive, the Proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Proposer must document adequate good faith efforts. All DBE

participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

Appendix F-3, “Local Agency Consultant DBE Commitment” form and Appendix F-4, “Local Agency Consultant DBE Information” form shall be included with the procurement document. The purpose of the forms is to collect data required under 49 CFR 26. These forms collect all DBE participation. Even if no DBE participation will be reported, the successful Proposer must execute and return the forms.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the Proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE Proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The Proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The Proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The Proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The Proposer shall list only one subcontractor for each portion of work as defined in its SOQ and all DBE subcontractors should be listed in the bid/cost SOQ list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database,

please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access: DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, that is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the

delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**APPENDIX F-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this SOQ, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29 or 2 CFR Part 180, as applicable]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this SOQ that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transaction**

(1) The prospective lower tier participant certifies, by submission of this SOQ, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p) or 2 CFR Section 180.995, as applicable] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this SOQ.

Date

(signature of authorized official)

(type/print name and title)

APPENDIX F-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 201__.

By:

(signature of authorized official)

(title of authorized official)

**APPENDIX F-3, LOCAL AGENCY CONSULTANT DBE COMMITMENT
EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____			
18. Federal-Aid Project Number: _____			
19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____	

DISTRIBUTION: Original – Included with consultant’s proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654- 3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
 - 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
 - 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
 - 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
 - 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
 - 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
 - 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
 - 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.
-

APPENDIX F-4, LOCAL AGENCY CONSULTANT DBE INFORMATION
EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$ %
20. Local Agency Contract Number: _____			
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			14. TOTAL CLAIMED DBE PARTICIPATION
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name 18. Phone _____ 19. Preparer's Title _____ _____ _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654- 3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

APPENDIX F-5, DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications:

Date of Advertisement:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited:

Date of Initial Solicitation:

Follow Up Methods and Dates:

_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Item of Work:	Bidder Normally Performs Item (Y/N):	Breakdown of Items:	Amount (\$):	Percentage of Contract:

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization:	Method/Date of Contact:	Results:
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

APPENDIX G, AUDIT AND REVIEW REQUIREMENTS

This section outlines the audit and review process for A&E contracts that at any time use state or federal funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Audits and Investigations (A&I), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected by Caltrans on a risk-based approach.

APPLICABLE STANDARDS

State and federal requirements listed below, as well as specific contract requirements, serve as the standards for audits and reviews performed. MTC consultants, and subconsultants are responsible for complying with state, federal and specific contract requirements. MTC is responsible for determining the eligibility of costs to be reimbursed to consultants. Applicable standards include, but not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- Project Program Supplemental Agreements;
- 23 CFR, Chapter 1, Part 172 – *Administration of Engineering and Design Related Service Contracts*;
- 48 CFR, *Federal Acquisitions Regulation Systems (FAR)*, Chapter 1 FAR, Part 31- *Contract Cost Principles and Procedures*;
- 48 CFR, Chapter 99 – *Cost Accounting Standards*, Subpart 9900;
- 49 CFR, Transportation, Subtitle A, Office of the Secretary of Transportation, Volume 1, Part 18, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government*;
- 49 CFR, Part 18.20 – *Standards for Financial Management Systems*;
- 23 USC, Part 112 – *Letting of Contracts*;
- United States Government Accountability Office, *Government Auditing Standards (GAS)*;
- Proposed contract terms and conditions.

See section 10.10 “References” of LAPM Chapter 10 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/ch10-2013-10-22.pdf for links to above referenced standards.

AUDIT GUIDANCE AVAILABLE

The American Association of State Highway Officials, Uniform Audit & Accounting Guide ([AASHTO Uniform Audit & Accounting Guide](#)) or (<http://audit.transportation.org/Documents/UAAG-3%20FINAL.pdf>), which is referred to frequently in this section, is an invaluable tool to guide local agencies, consultants and certified public accountants (CPAs) through the requirements for establishing, and audits of, FAR compliant indirect cost rates (ICRs). The [AASHTO Uniform Audit & Accounting Guide](#) is used extensively as an industry guide in the audit and review process.

MTC may seek financial and accounting assistance from its own internal audit staff.

The Consultant may also seek professional guidance in selecting its independent CPA. See also the [AASHTO Uniform Audit & Accounting Guide](#), Ch 2.5 C. *Selection of the CPA Firm as Overhead Auditor* for guidance in the selection process.

Training is also offered by FHWA's National Highway Institute (see <http://www.nhi.fhwa.dot.gov/default.aspx>). Courses offered include:

- Using the AASHTO Uniform Audit & Accounting Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Uniform Audit & Accounting Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA-NHI-231029)
- Using the AASHTO Uniform Audit & Accounting Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

CONTRACTS AND CONSULTANTS SELECTED FOR AUDIT OR REVIEW

Whether a proposed contract or Consultant is selected for audit or review through A&I's risk-based approach is dictated by the dollar thresholds of the proposed contract, and other risk factors listed below.

Dollar thresholds for audits or reviews are stratified as follows:

- Less than \$150K – no audit or review is required, but is optional;
- Between \$150K and \$1M (Case 1);
- Between \$1M and \$3.5M (Case 2);
- \$3.5M and above (Case 3).

Specifics of Cases 1, 2 and 3 are outlined below.

Risk factors considered include the Consultant's, but not limited to:

- History of satisfactory performance;
- Prior FAR compliant history and audit frequency;
- Financial stability;
- Conformance to terms and conditions of previous contracts;
- General responsiveness and responsibility;
- The approximate dollar amount of all A&E contracts awarded to the consultant by Caltrans or a local agency in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultant's ICR;
- Responses to internal control questionnaire (ICQ), see [AASHTO Uniform Audit & Accounting Guide, Appendix B](#);
- Changes in the organizational structure.

If audited or reviewed, contracts, cost proposals, and ICR(s) shall be modified to conform to audit and review recommendations that address requirements. MTC is responsible for ensuring contracts, cost proposals, and ICR(s) are modified to conform to audit and review recommendations as necessary, and to ensure that audit findings and review deficiencies are resolved in a timely manner.

SUBCONSULTANT IMPACTS

Subconsultants are required to follow all the state, federal and contract requirements outlined above in *Standards that Apply*. In addition, all subconsultants are required to:

- Certify their contract costs and financial management system (Exhibit 10-K “*Consultant Certification of Contract Costs and Financial Management System*”) when the **total** contract between the prime consultant and the local agency is \$150K or more. (23 U.S.C. 112(b)(2)(B)). Reminder: The contract is between the local agency and the prime consultant. Subconsultants, as parties to the contract, must also adhere to this requirement.
- Use the accrual basis of accounting when developing their ICRs.
- Have an adequate job costing system.

Subconsultants’ cost proposals also must be submitted along with the prime Consultants’ cost proposals through the request for audit process (see *LAPM Exhibit 10-A “A&E Consultant Audit Request Letter and Checklist”*) when the total (prime plus subs) proposed contract is \$1M or more.

COGNIZANT LETTERS OF APPROVAL

“Cognizant” audits and reviews have been developed to assign primary responsibility for an ICR audit to a single entity (the “cognizant agency”) to avoid duplication of audit work performed in accordance with GAS. The objective of these audits and reviews is to obtain reasonable assurance that claimed costs are in accordance with the FAR cost principles. A cognizant agency may be the home state Department of Transportation (DOT) (the state where the consultant’s financial records are located), a federal agency, or a non-home state DOT to whom the home state has transferred cognizance. When providing cognizant ICR approval the cognizant agency may either perform an ICR audit themselves, or they may review and rely on the work/workpapers related to an ICR audit performed by a CPA. The desired outcome of a cognizant audit or CPA Workpaper Review is for the “cognizant agency” to issue a Cognizant Letter of Approval so that the ICR can be relied upon on future contracts with the consultant for a given year and for reliance by other state agencies using the same consultant.

A&I will accept a Consultant’s cognizant approved ICR for the applicable one-year accounting period, if rates are not under dispute. The Consultant is responsible for providing documentation of its cognizant approved ICR and Cognizant Letter of Approval.

MOST COMMON AUDITS AND REVIEWS TO BE PERFORMED

ICR AUDITS

During an ICR audit, the auditors (A&I or independent CPAs) will examine the Consultant's proposed ICR for the applicable one-year accounting period on the proposed contract to ensure that unallowable costs have been removed from the overhead, that allowable costs have been correctly measured and properly allocated, and that the ICR has been developed in accordance with the FAR cost principles (as specified in 23 USC 112(b)(2)(B), 23 CFR 172.7(a), and 48 CFR Part 31). As a result of the audit, the local agency will work with the Consultant to adjust the ICR where disallowed costs are identified based on audit recommendations.

ICR Audits apply to Case 1 and Case 2 contracts (see Case descriptions below) selected for audit. Cognizant Letters of Approval are issued with ICR Audits.

For guidance regarding the existing policies and procedures set forth in the Federal Regulations, and acceptable samples of ICR schedules, refer to the AASHTO Uniform Audit & Accounting Guide, Chapter 5.

The review program in the AASHTO Uniform Audit & Accounting Guide, Appendix A, should be used as a guide in performing ICR audits. This review program will be used for reviews of CPA audited ICR workpapers.

IMPORTANT NOTE FOR CPAs: Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. Strict use of the AASHTO Uniform Audit & Accounting Guide cannot be stressed enough.

CPA AUDITED ICR WORKPAPER REVIEWS

During a CPA Audited ICR Workpaper Review, A&I will review the CPA's workpapers of its ICR audit to determine whether it is appropriate to issue a Cognizant Letter of Approval. The Workpaper Review is conducted to determine whether: (a) the CPA's audit was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA adequately considered the auditee's compliance with FAR Part 31 and related laws and regulations, and (c) the audit report format is acceptable. Chapter 11 of the AASHTO Uniform Audit & Accounting Guide includes a recommended format for the audit report and required disclosures.

CPA Audited ICR Workpaper Reviews apply to Case 3 contracts (see Case descriptions below) selected for review. Cognizant Letters of Approval are issued with CPA Workpaper Reviews.

The review program in the AASHTO Uniform Audit & Accounting Guide, Appendix A, will be used as a guide in performing CPA Workpaper Reviews.

IMPORTANT NOTE FOR CPAs: Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing required. Strict use of the AASHTO Uniform Audit & Accounting Guide cannot be stressed enough.

OTHER AUDITS AND REVIEWS THAT MAY BE PERFORMED

CONTRACT AUDITS AND REVIEWS

During a Contract Audit or Review, auditors will review contracts and the Consultants' financial management system to determine if:

- The-Consultants' accounting system is adequate to accumulate and segregate costs;
- Proposed costs are reasonable;
- The contract contains all necessary fiscal provisions and the provisions are sufficient in content;
- Proper state and federal procurement requirements were followed;
- Direct labor costs are compliant;
- Other audits/reviews of the contract is necessary.

RISK ASSESSMENTS

During a Risk Assessment, auditors may require an ICQ and certification of the ICRs and may perform a certain level of analytical reviews of the ICRs. They may review the contract provisions, ICQ, ICR, and/or cost proposal(s) to determine if:

- The required fiscal provisions are in the proposed contract;
- The ICR and/or cost proposal(s) are mathematically accurate and in the proper format;
- The ICR and/or cost proposal(s) contain questionable costs.

INCURRED COST AUDITS

During an Incurred Cost Audit, auditors will review contracts to determine if costs claimed are:

- Adequately supported;
- Reasonable in nature;
- Allowable, allocable, and reasonable;
- In compliance with state and federal laws and regulations;
- In compliance with the fiscal provisions stipulated in the contract.

FINANCIAL MANAGEMENT SYSTEM REVIEW

During a Financial Management System Review auditors will determine whether:

- The accrual basis of accounting was used to prepare the ICR;
- There is a job cost accounting system adequate to accumulate and segregate allocable and allowable project costs;
- The consultant complied with 49 CFR, Part 18.20, Standards for Financial Management Systems.

CASE 1: PROPOSED A&E CONSULTANT CONTRACTS OF \$150,000 OR MORE**CONSULTANTS:**

Prime Consultants with a proposed contract **totaling** \$150,000 or more, **and** any subconsultants listed on the contract, must certify the accuracy of their contract costs and adequacy of their financial management systems (see Exhibit 10-K “*Consultant Certification of Contract Costs and Financial Management System*” attached as Appendix G-1). The certification is to be submitted to MTC who in turn will forward a copy to A&I.

Components include certification that:

- All costs included in the proposed contract to establish final ICR are allowable in accordance with the cost principle of the FAR, 48 CFR, Part 31.
- The proposed contract does not include any costs which are expressly unallowable under the cost principles of the FAR, 48 CFR, Part 31.
- All known material transactions or events that have occurred affecting the firm’s ownership, organization, and ICRs have been disclosed.
- The consultant’s financial management system meets the standards for financial reporting, accounting records, internal and budget controls set forth in the FAR 49 CFR, Part 18.20.
- The Consultant has provided the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to the consultant within the last three calendar years, and for all state DOTs and local agency contracts, and the number of states in which the firm does business.
- All direct costs included in the proposed contract are reasonable, allowable, and allocable in accordance with FAR 48 CFR, Part 31, in compliance with applicable accounting principles, and in compliance with the terms of the proposed contract.

Consultants must also ensure their ICRs are prepared in the acceptable ICR scheduled format, see AASHTO Uniform Audit & Accounting Guide, Chapter 5 tables.

MTC:

MTC will forward copies of the Consultant and subconsultant, if any, certification (Exhibit 10-K “*Consultant Certification of Contract Costs and Financial Management System*” attached as Appendix G-1) to A&I. **See bottom of this Appendix for A&I’s email or mailing address.**

Case 1 Consultants and contracts may be selected for an audit or review through a risk based approach described earlier in this section. Potential audits or reviews can be, but are not limited to:

- Contract Audits;
- Incurred Cost Audits;
- Financial Management System Review;

- ICR Audits;
- Risk Assessments.

CASE 2: PROPOSED A&E CONSULTANT CONTRACTS OF \$1M OR MORE

MTC and Consultants with a proposed contract **totaling** between \$1M and \$3.5M must comply with all the requirements outlined in Case 1 above.

In addition, MTC must send copies of the proposed contract and additional supporting documentation to A&I for review in conformance with certain requirements outlined in the LAPM. Once the proposed contract and additional supporting documentation are reviewed, A&I will issue a Conformance Letter noting any deficiencies, if any. A&I will issue the Conformance Letter within 30 business days of receipt of a **complete** packet.

A **complete** packet consists of the documents listed below. MTC is required to provide these documents to A&I (see *LAPM* Exhibit 10-A “*A&E Consultant Audit Request Letter and Checklist*”):

1. Proposed contract between the local agency and consultant;
2. Cost proposal(s) for prime consultant **and** all subconsultants;
3. Names, mailing addresses, phone numbers and email addresses for prime consultant **and** subconsultants;
4. Name of local agency contact person, phone number, mailing addresses and email addresses;
5. Prime consultant generated ICR schedule prepared in accordance with applicable CFRs;
6. A completed ICQ (see AASHTO Uniform Audit & Accounting Guide, Appendix B), including all applicable attachments, for the prime consultant;
7. Exhibit 10-K “*Consultant Certification of Contract Costs and Financial Management System*” attached as Appendix G-1 for the prime Consultant **and** all subconsultants.

And one of the following, **if available**:

- A copy of the prior fiscal year, and most recently completed fiscal year cognizant approved ICR and approved state DOT Cognizant Letter of Approval;
- A copy of the prior fiscal year, and most recently completed fiscal year, ICR Schedules and audited report by an independent CPA. If a CPA audited ICR is available for the appropriate fiscal year (applicable one-year accounting period), then the consultant must use the audited ICR, or a lower ICR (*see 23 CFR 172.7(b) for guidelines*);
- A copy of the prior, and most recently completed fiscal year, ICR(s) evaluation or audit report on a prior Caltrans or local agency contract, and any other governmental agency report/review/attestation.

Through A&I’s risk-based approach, Consultants may be selected for an ICR or other contract audits or reviews. If an ICR audit is performed and the Consultant’s ICR is in compliance with the FAR principles, a Cognizant Letter of Approval will be issued. *See bottom of this Appendix for A&I’s Email or mailing address.*

CASE 3: PROPOSED A&E CONSULTANT CONTRACTS OF \$3.5M OR MORE

MTC and Consultants with a proposed contract *totaling* \$3.5M or more must comply with all the requirements in Case 1 and 2 above. Also, Consultants must provide the following to MTC who in turn will forward a copy to A&I:

- A state DOT's approved ICR schedule **and** the Cognizant Letter of Approval;
- OR**
- CPA Audited ICR Audit Report **and** a copy of the CPA audited financial statements, if any.

Through A&I's risk-based approach, CPA Audited ICR Workpaper Reviews may be performed. Local agencies are responsible for ensuring both the Consultant and its CPA provide full access to the CPA's workpapers, including making copies upon request. Failure to do so may be considered a breach of contract. If a review is performed and the CPA's work is in compliance with the FAR principles, a Cognizant Letter of Approval will be issued. *See bottom of this Appendix for A&I's Email or mailing address.*

REQUIREMENTS FOR A CONFORMANCE LETTER

A complete packet is required to begin a conformance review. See Case 2: Proposed A&E Consultant Contracts of \$1M or More above for elements of a complete packet.

Requirements for a Conformance Letter include:

- *LAPM* Exhibit 10-A "A&E Consultant Audit Request Letter and Checklist" and all applicable items listed.
- Cost proposal(s) presented in the applicable format for the method of payment for the prime consultant **and** all subconsultants in the proposed contracts (see Determine Method of Payment in Section 10.2 "Identifying & Defining a Need for Consultants" and Exhibit 10-H "Sample Cost Proposal" for required formats and example proposals).
- ICRs prepared using the accrual basis of accounting for both the prime and subconsultants.
- An adequate financial accounting system (job cost system) for both the prime and subconsultants.
- The required fiscal provisions specified below must be included verbatim in the proposed contract (see *LAPM* Exhibit 10-R "A&E Sample Contract Language" for sample language and requirements):
 1. Performance Period (begin and end date) (Article IV);
 2. Allowable Costs and Payments (Article V);
 3. Termination (Article VI);
 4. Cost Principles and Administrative Requirements; (Article VII);
 5. Retention of Records/Audit; (Article VIII);
 6. Audit Review Procedures, (Article IX);
 7. Subcontracting (Article X);
 8. Equipment Purchase (Article XI);
 9. State Prevailing Wage Rates (Article XII);

10. Conflict of Interest (Article XIII);
11. Rebates, Kickbacks or other Unlawful Consideration (Article XIV);
12. Prohibition of Expending Local Agency State or Federal Funds for Lobbying (Article XV).

A Conformance Letter will be issued within 30 business days of receipt of a complete packet.

Contracts cannot be executed until the Conformance Letter is issued and noted deficiencies that address requirements, are corrected. Corrected deficiencies, however, do NOT need to be cleared through A&I before executing the contract. Any supporting documentation addressing Conformance Letter deficiencies along with the executed contract shall be retained in the project file.

A&I email address: caltransfederalfundaward@dot.ca.gov

A&I mailing address: Department of Transportation Audits and Investigations,
MS 2 Attention: External Audit Manager
P.O. Box 942874
Sacramento, CA 94274-0001

SUMMARY OF CONTRACTS TO BE AUDITED OR REVIEWED

<i>Proposed Contract Amount</i>	<i>Documents Required</i>	<i>Conformance Letter Required?</i>	<i>Audit/ Review Performed?</i>	<i>If Audited or Reviewed will Cognizant Letter of Approval be Issued?</i>
Small Purchase Procedure Less than \$150K	None	No	Audit/Review not required	N/A
Case 1. Between \$150K and \$1M	Certification by Prime and Subconsultants (Exhibit 10-K attached as Appendix G-1)	No	May be selected for Audit or Review.	<i>If ICR Audit is performed.</i>
Case 2. Between \$1M and \$3.5M	<ul style="list-style-type: none"> • Certification for Prime and Subconsultants (Exhibit 10-Ks attached as Appendix G-1) • Cost proposals for Prime and Subconsultants • All other applicable documents listed on Exhibit 10-A of the LAPM 	Yes	May be selected for ICR or Contract Audit, or other Review.	Yes
Case 3. \$3.5M or greater	<ul style="list-style-type: none"> • Certification for Prime and Subconsultants (Exhibit 10-Ks attached as Appendix G-1) • Cost proposals for Prime and Subconsultants • All other applicable documents listed on Exhibit 10-A of the LAPM <p style="text-align: center;">AND</p> <p>CPA Audited ICR or cognizant approval.</p>	Yes	May be selected for Review of CPA's workpapers of audited ICR or Contract Audit, or other Review	Yes

**APPENDIX G-1, CONSULTANT CERTIFICATION OF CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM**

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

CERTIFICATION OF FINAL INDIRECT COSTS:

Consultant Firm Name: _____

Indirect Cost Rate: _____ for fiscal period _____

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

CERTIFICATION OF DOLLAR AMOUNT FOR ALL A&E CONTRACTS:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$_____ and the number of states in which the firm does business is _____.

CERTIFICATION OF DIRECT COSTS:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with

the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

SUBCONSULTANTS (IF APPLICABLE)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

PRIME CONSULTANTS (IF APPLICABLE)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: _____
Title: _____

Consultant Certification Signature **: _____

Date of Certification (mm/dd/yyyy): _____

Consultant Contact Information:

Email: _____

Phone number: _____

****An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

- Distribution:**
- 1) Original to Caltrans Audits and Investigations
 - 2) Retained in Local Agency Project File