

The following is a list of documents which should be included in your Internet Package.

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DEPARTMENT OF TRANSPORTATION
DIVISION OF PROCUREMENT AND CONTRACTS MS-65
1727 30TH STREET
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6028
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TTY 711
INTERNET <http://caltrans-opac.ca.gov>



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June 26, 2014

INVITATION FOR PRICE QUOTE/REQUEST FOR PROPOSAL
Notice to Prospective Proposers
IFPQ/RFP Number 51A0469

You are invited to review this Small Business (SB) Invitation for Price Quote (IFPQ)/Request for Proposal (IFPQ/RFP) **Number 51A0469**, entitled, **System Plan for Managed Lanes on State Highways**. In submitting your proposal, you shall comply with the instructions found herein.

"This solicitation is authorized pursuant to Government Code Section 14838.5 which provides for the award of contracts for the acquisition of goods, services, or information technology that has an estimated value of greater than \$5,000.00, but less than \$250,000.00 to a certified SB, including a micro-business, or a disabled veteran business enterprise."

Note that all Contracts (Agreements) entered into with the State of California will include by reference General Terms and Conditions that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

In the opinion of the Department of Transportation (Caltrans), this IFPQ/RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFPQ/RFP is:

The designated contact person for this IFPQ/RFP is:

Christine Rivera
Department of Transportation
916-227-6028 Telephone
916-227-6138 Fax Number

Please note that no *verbal* information given will be binding upon Caltrans unless such information is issued in writing as an official addendum.

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFPQ/RFP. See Section C) 2., Questions and Answers for more details.

Sincerely,

Christine Rivera

CHRISTINE RIVERA
Acquisition Analyst

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1. Price Quote/Cost Proposal Worksheet (Sample)
2. Contractor Certification Clauses (CCC 307)
3. Bidder Declaration, GSPD-05-105
4. Quotes from SB/DVBE Subcontractors
5. Proposal/Proposer Certification Sheet
6. Darfur Contracting Act
7. Required Attachment Checklist
8. Criteria for Evaluation of Consultant Technical Proposal
9. Accounting and Audit Guidelines
10. Proposed Form of Standard Agreement, STD 213

A) Purpose and Description of Services

The Contractor shall develop a Managed Lanes System Plan that will result in a “blueprint” for the State’s managed lanes network for the California Department of Transportation (Caltrans), Division of Traffic Operations . The Managed Lanes System Plan will be used by Caltrans and regional transportation agencies in the development of regional transportation plans, identifying funding priorities, and in making decisions regarding the operation of managed lanes on the State Highway System (SHS).

Refer to the Proposed Form of Agreement, which is attached to this IFPQ/RFP as **Attachment 10 (Exhibit A)**.

B) Minimum Qualifications for Proposers

The Information to demonstrate Minimum Qualifications shall be provided in the Experience and Qualifications Section of proposer’s Technical Proposal. Please refer to IFPQ/RFP section C) 3. A. 4).

- 1) The Contractor must have at least three (3) years of relevant experience in system planning and investment strategies that consider various modes, operational strategies, and funding and implementation strategies.
- 2) The Project Manager shall have at least five (5) years experience in performing program, operational or technical management of projects such as feasibility studies and systems and/or corridor level analysis and planning.
- 3) Contractor shall have key personnel who have a minimum of three (3) years of experience in the planning, development, and/or operation of managed lane projects and facilities, including developing and analyzing various operations concepts and strategies, and toll, revenue and traffic forecasting. Contractor must provide a minimum of three (3) projects that demonstrate the transportation experience within the categories described.

C) Proposal Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME <small>(Pacific Time)</small>
IFPQ/RFP available to prospective proposers	06/26/14	
Written Question Submittal	07/07/14	4:00 PM
Final Date for Proposal Submission	07/17/14	1:00 PM
Cost Proposal Opening	07/24/14	3:00 PM
Posting of Notice of Intent to Award (estimate)	07/25/14	
Proposed Agreement Award Date (estimate)	08/01/14	

2. Questions and Answers

- A. Questions regarding this IFPQ/RFP must be submitted in writing. Proposers are encouraged to submit their written questions by **July 7, 2014**.
- B. Written questions must include the individual's name, firm name, complete address and must reference **IFPQ/RFP Number 51A0469**. Questions must be sent to the following address:

MAILED OR FAXED TO:

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: Christine Rivera
1727 30th Street
Sacramento, CA 95816

Fax No.: (916) 227-6138
EMAIL: christine.rivera@dot.ca.gov

- C. Written responses to all questions will be collectively compiled and mailed as an Addendum. Hard copy responses are disseminated by mail or fax. Refer to **Section C) 1., Time Schedule**, for the IFPQ/RFP's schedule of events and dates/times. It is the responsibility of the proposer to inquire about an expected Addendum if the Addendum is not received, bidder can contact the Contract Analyst named above.

3. Technical Proposal Requirements

- A. An original proposal marked "ORIGINAL COPY," with **six (6)** additional copies, and one PDF copy on a CD will be required for the Technical Proposal. Each Technical Proposal shall contain at a minimum, all required items listed below. Each requirement's location must be listed in a Technical Proposal, Table of Contents. Also see Section 6, **Submission of Proposal**, for submittal details.

1) Project Understanding

Technical Proposal will convey that the proposer understands the project scope and requirements. Proposal is organized in a clear and concise manner.

2) Methodology

The proposer shall describe the overall approach to the work, specific techniques that will be used, and specific administrative and operational management expertise that will be employed.

3) Work Plan and Schedule

The proposer shall include a project work plan and schedule for task completion. **The work plan and schedule shall specify the estimated hours to accomplish each tasks.** Identify each major task, necessary

subtasks, and/or specific deliverables by which progress can be measured and payments made. Provide an overall description of the techniques, approaches, and methods to be used to complete each major task, necessary subtasks, and or specific deliverables listed in **Proposed Form of Agreement. Attachment 10, Exhibit A, Scope of Work.**

4) Qualifications and Experience

The Proposer shall provide in this section, information to demonstrate the required minimum qualifications and experience as listed in **Section B, Minimum Qualifications for Proposer.**

The proposer shall also demonstrate:

- a) Familiarity with California's major regional transportation networks.
- b) Knowledge of transportation funding and financing in California.
- c) Knowledge and relevant experience in high occupancy vehicle (HOV) lanes, high occupancy/toll (HOT) lanes and express toll lanes, including Federal and State performance and operational rules and requirements.
- d) Experience identifying stakeholders and facilitating outreach programs.
- e) Experience analyzing various operational concepts and strategies, toll, revenue and traffic forecasting.
- f) Experience in developing screening and evaluation criteria.

5) Personnel and Management

The proposal shall list all key personnel who will be working on the project. Include their title, qualifications, a summary of similar work or studies performed, a resume for key personnel, **a statement indicating how many hours each key personnel will be assigned to the Agreement and what tasks each key personnel will perform.** The prime Contractor shall not cause members of the project team to be substituted without prior written approval from Caltrans.

The proposer shall designate one (1) individual, by name, the Project Manager to be employed. The Project Manager must be available to Caltrans as needed to effectively manage this Agreement. The selected Prime Contractor shall not cause the substitution of the Project Manager without prior written approval of Caltrans.

The proposer shall submit an organization chart showing the hierarchy of key personnel assigned to this project. The organization chart must show the relationship between the Project Manager and key personnel of proposer's organization, subcontractors and all other applicable parties.

6) References

The proposal shall provide at least three (3) clients for whom the proposer has performed work similar to that proposed in this request. Each reference must have:

- Firm Name
- Contact Name
- Street Address
- City, State, Zip Code
- Telephone Number
- Brief Description of Service provided
- Service Dates
- Service Value/Cost

7) Facilities and Resources

The prospective contractor shall describe how its internal organizational structure and size will ensure the successful and timely completion of this project including, but not limited to, factors such as principal location, other worksites and resources.

8) Subcontractors

If subcontractors are to be used, the proposal must include a description of each person or firm and the work to be done by each subcontractor. No work shall be subcontracted unless listed in the proposal. The Proposal must include a resume for each of the subcontractors' key personnel that are listed to provide services under the Agreement. The cost of the subcontract work is to be itemized in the Cost Proposal as described below in the section entitled **Cost Proposal Requirements**.

The Prime contractor may only subcontract portions of the work as defined in the attached Proposed Form of Agreement to qualified DGS-certified Small Business/Businesses. No work **may** be subcontracted to any business not certified as a Small Business by DGS. If a subcontractor(s) is / are used, complete the **Bidder Declaration, GSPD-05-105, Attachment 3**. Bidder must ensure that the subcontractor(s) is / are DGS certified Small Business/Businesses and have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, including the DGS Small Business Certification, shall be cause for rejection of the bidder's price quote.

The prime Contractor must obtain the advance written approval of Caltrans Contract Manager before substituting subcontractors.

9) Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal
Date
Agreement No. **51A0469**
Attachment 2
Page # of ##

10) Technical Proposal Package consists of: Technical Proposal, signed page one (1) of the **Contractor Certification Clauses (CCC 307)**, (**Attachment 2**), or the form may be obtained via the Internet at www.dgs.ca.gov/contracts, completed **Darfur Contracting Act (Attachment 6)** and **Required Attachment Checklist (Attachment 7)**.

11) Brochures, tapes, drawings, and other promotional documents that are being submitted with the Technical Proposal must clearly identify the name of the proposer and the IFPQ/RFP number.

B. Price Quote/Cost Proposal information must be submitted in a separate envelope. Do not submit any prime Contractor or subcontractor cost information with the Technical Proposal. Failure to adhere to these instructions will result in rejection of the proposal.

4. Price Quote/Cost Proposal Requirements

- A. An original proposal marked "ORIGINAL COPY", with one (1) PDF copy on a CD will be required for the Price Quote/Cost Proposal.
- B. Cost Detail Format (A **Sample Price Quote/Cost Proposal Format** is attached as **Attachment 1** to this IFPQ/RFP).
- C. The detailed costs should correspond with the Work Plan and Work Schedule (refer to Section 3, Technical Proposal Requirements, Item A. c)) for the purpose of this proposal. The total resulting Agreement cannot exceed the budgeted allocation of \$ 250,000.00.
- D. The Price Quote/Cost Proposal, and only the Price Quote/Cost Proposal, shall list all items that will be charged to Caltrans. Costs shall be segregated to show actual :
 - 1) Direct labor costs
 - a. number of hours for each classification/individual staff
 - b. hourly rates (actual salary costs)

- 2) Other Direct Costs (except Labor) including but not limited to itemized
 - a. travel costs (travel charges that will be assessed and included in the bid amount)
 - b. equipment and supplies
 - c. any other direct costs (itemized)
- 3) Subcontractor(s) (itemize costs same as for Contractor)

Sub-total each task and provide the Total Cost of all items at the bottom of the Price Quote/Cost Proposal.

- E. The Price Quote/Cost Proposal shall be submitted in a separate sealed envelope. Cost information of any kind is **not** allowed in the Technical Proposal. Price Cost/Cost Proposal package consists of: Price Quote/Cost Proposal, the Proposal/Proposer Certification Sheet, and the Bidder Declaration GSPD-05-105. The breakdown of subcontractor costs shall follow the same format.

- F. Page Headers and Page Numbering

All pages of the Price Quote/Cost Proposal, including cover pages, Table of Contents, shall have the following header and page numbering format in the upper right-hand corner:

Price Quote/Cost Proposal

Agreement No: 51A0469

Date

Attachment 1

Page # of ##

5. Darfur Contracting Act

- A. The Darfur Contracting Act, PCC section 10475-10481, applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC section, 10475. All proposers shall complete the **Darfur Contracting Act Certification** form, **Attachment 6**, and submit with bid.
- B. If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete Option 1 on the **Darfur Contracting Act Certification** form, **Attachment 6**.
- C. A scrutinized company is a company doing business in Sudan as defined in PCC section, 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (PCC section, 10477 [a]).

- D. Therefore, PCC section, 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC section, 10477(b).

6. Submission of Proposal

- A. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this IFPQ/RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- B. The original proposal must be single sided and marked "ORIGINAL COPY". All documents contained in the original proposal package **must have original signatures and must be signed by a person who is authorized to bind the proposing firm**. All additional proposal sets may contain photocopies of the original package. Due to limited storage space, the proposal package should be prepared in the least expensive method.
- C. Caltrans does not accept alternate Agreement language from a proposer. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC 610 may be viewed at Internet site www.dgs.ca.gov/contracts.
- D. Pursuant to Government Code Section 14838.5, Caltrans must receive at least two (2) price quotes from a certified SB, Microbusiness (MB) or Disabled Veterans Business Enterprise (DVBE) before it can award a contract. Therefore, at Caltrans' discretion, if only one price quote is received, the timeframe for receipt of price quotes may be extended up to one month in order to receive the minimum number of quotes required by the Government Code. All prospective proposers will be notified via email, fax, or telephone of any extensions.
- E. Responses to this IFPQ/RFP shall be submitted in **two (2) separate** sealed packages/envelopes:
 - 1st sealed Package/Envelope: Technical Proposal** - Original and six (6) copies, and one (1) PDF copy on a CD, Contractor Certification Clauses (CCC 307), Darfur Contracting Act and Required Attachment Checklist.
 - 2nd sealed Package/Envelope: Cost Proposal** – Original Cost Proposal, and one (1) PDF copy on a CD, and Proposal/Proposer Certification Sheet.
- F. Proposals must be submitted no later than **1:00 P.M., July 17, 2014**, and addressed as follows (reference C.1, Time Schedule):

Proposals received after this time and date will be rejected and returned unopened, unless the deadline is extended by Addendum or per subsection D., above.

The proposal package/envelope must be plainly marked with the IFPQ/RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN", as shown in the following example:

1 ST SEALED PACKAGE/ENVELOPE	2 ND SEALED PACKAGE/ENVELOPE
Agency/Firm Name Address IFPQ/RFP Number: 51A0469 <u>Managed Lanes System Plan</u>	Agency/Firm Name Address IFPQ/RFP Number: 51A0469 <u>Managed Lanes System Plan</u>
TECHNICAL PROPOSAL DO NOT OPEN	PRICE QUOTE/COST PROPOSAL DO NOT OPEN

Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

- G. All proposals shall include the documents identified in this IFPQ/RFP's **Required Attachment Checklist, Attachment 7**. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- H. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- I. Both of the individually sealed and labeled proposals (Technical and Cost Proposals) can be packaged and mailed together. Label (as instructed below) and mail or deliver package to the following location:

MAILED OR *DELIVER TO:

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: Christine Rivera
Acquisition Analyst
1727 30th Street
Sacramento, CA 95816

In the upper portion of the sealed mailing envelope, label outer package:

IFPQ/RFP **51A0469**
IFPQ/RFP **Managed Lanes System Plan**
Firm Name: _____
DO NOT OPEN

* If your proposal is hand delivered, you must date and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor

to the right of the security guard station at the address noted above. After date/time stamping, proposals should be placed in the locked bid cabinet located below the time stamp. If the proposal package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the proposal package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your proposal package picked up by Contracts' staff.

- J. Each proposer's Technical Proposal will be reviewed to determine if it meets the proposal requirements contained in the section **Technical Proposal Requirements** (above). Failure to meet the requirements for the IFPQ/RFP shall be cause for rejection of the proposal.
- K. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject a proposal that is not responsive, does not meet the technical standards, or is not from a responsible proposer, or may reject all proposals. Caltrans may also waive any immaterial deviation in a proposal. Caltrans waiver of immaterial defect shall in no way modify the IFPQ/RFP document or excuse the proposer from full compliance with all requirements if the proposer is awarded the Agreement.
- L. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- M. Only an individual who is authorized to contractually bind the proposing firm shall sign the **Proposal/Proposer Certification Sheet, Attachment 5**. The signature must indicate the title or position that the individual holds in the firm. The proposer's proposal may be rejected if the Proposal/Proposer Certification Sheet is not signed.
- N. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- O. A proposer may withdraw its proposal by submitting a written withdrawal request to Caltrans that is signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- P. Caltrans may modify the IFPQ/RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- Q. Caltrans reserves the right to reject all proposals for reasonable cause.
- R. Proposers are cautioned to not rely on Caltrans during the evaluation to discover and report to the proposer any defects and errors in the submitted documents.

Before submitting their documents, proposers should carefully proof them for errors and adherence to the IFPQ/RFP requirements.

- S. Where applicable, proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- T. More than one proposal or a proposal that includes various options or alternatives from an individual, firm, partnership, corporation or association under the same or different names will be rejected. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered for this responsibility issue procurement.

7. Evaluation Process

A. Format Requirements

- 1) At the time of proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the submission requirements of this IFPQ/RFP. Proposals that do not provide requested information will be rejected as non-responsive.
- 2) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, shall be rejected.
- 3) Caltrans will evaluate each proposal to determine its responsiveness to Caltrans' needs. Technical proposals will be rated by an evaluation committee using a consensus process for determining final scores as noted below.

PERCENTAGES	RATING DEFINITIONS
90-100%	Meets and Exceeds all requirements. Proposal demonstrates complete understanding of the requirements and offers a substantial chance of success. No deficiencies or weaknesses.
80-89%	Meets all requirements and standards. Proposal shows reasonable understanding of the requirements and offers a high chance of success. No significant deficiencies or weaknesses.
70-79%	Proposal indicates a basic understanding of the requirements. There are no substantive weaknesses and deficiencies.
60-69%	Proposal indicates a marginal understanding of the requirements and offers a minimal chance for success. There are significant deficiencies and weaknesses.
0-59%	Proposal demonstrates a significant lack of understanding of the requirements. There are substantial deficiencies and weaknesses.

Factor/Subfactor	Maximum Possible Score (Weighted Score)	Consensus Determination %	Actual Score
Example ONLY:			
Contractor's Approach To Technical Work	60 X	85% =	51

4) Technical Proposal Evaluation

An evaluation committee will evaluate those Technical Proposals that meet the proposal submission requirements. The evaluation will be based on the criteria shown on **Criteria for Evaluation of Consultant Technical Proposals, Attachment 8**. Only those proposers receiving a minimum score of eighty-five percent (85%) or above will move on to Section 4 (B), Price Quote/Cost Proposal Opening. Those Technical Proposals receiving less than the above minimum score will not receive further consideration.

B. Price Quote/Cost Proposal Opening

Cost Proposals will be opened for proposers who met the required minimum score in the Technical Proposal Evaluation. The final selection will be made on the basis of the lowest responsive Cost Proposal from a responsible Proposer. The Cost Proposal Opening will be held at 1727 30th Street, Sacramento, CA 95816 on the date and time specified in Section C) - Proposal Requirements and Information, 1 - Time Schedule. Proposers may participate in person or via teleconference by calling 1-866-700-7952 and entering pass code 7089821#. Calls will be accepted beginning at 2:50 PM until the conclusion of the Cost Opening.

C. Miscellaneous Award Issues

- 1) Caltrans does not negotiate rates and/or costs listed on any Price Quote/Cost Proposal submitted.
- 2) If no proposals are received containing bids offering a price, which in the opinion of Caltrans is a reasonable price, Caltrans is not required to award an Agreement (PCC section, 10344 [d]).
- 3) The proposer is advised that should this IFPQ/RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by DGS and the proposer is notified by the Contract Manager to begin work.
- 4) In the event of a precise tie, lots will be drawn to determine the successful proposer, or if applicable, the tie will be broken in accordance with Government Code 14838 (f).

8. Pre-Award Audit

Prior to award of the Agreement, a pre-award audit may be performed. The pre-award audit will be conducted in accordance with generally accepted governmental auditing standards as promulgated by the United States General Accounting Office. The scope of the audit will consist of such tests as the auditors consider necessary to assure that the proposal satisfactorily meets the requirements outlined in Items 1-3 below prior to execution of the Agreement. Upon completion of a pre-award audit, if, in Caltrans judgment, one or more of these requirements is not satisfactorily met, Agreement award may be canceled.

- A. At the time of the pre-award audit, the proposal must demonstrate through actual historical data that its accounting system is capable of accumulating and segregating reasonable, allocable and allowable costs. For new businesses, if actual historical data is unavailable or the accounting system is newly implemented, the system will be tested to determine whether the accounting system is adequate and, if necessary, recommend that an interim audit be performed. At a minimum, the proposal must have an accounting system that meets the following objectives:
- 1) The ability to record and report financial data in accordance with generally accepted accounting principles and the Code of Federal Regulations, Title 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31.
 - 2) The ability to accumulate and segregate reasonable, allocable and allowable costs through the use of a cost accounting system.
 - 3) A system of record keeping ensuring that costs billed Caltrans will be supported by adequate documentation and in compliance with the terms of the Agreement and applicable Federal and State regulations.
 - 4) Procedures to retain accounting records and source documentation as required by the terms of the Agreement and applicable Federal and State regulations.

- 5) A system of internal control, which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported and corrected.
- B. The proposer must be financially capable of performing the work.
 - C. The costs proposed must be reasonable.

9. Payee Data Record (STD 204)

Upon award of the Agreement, proposer must complete and submit to Caltrans the Payee Data Record (STD 204), to determine if the proposer is subject to State income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

10. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this IFPQ/RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. We recommend that you register the copyright for any proprietary material submitted.

11. Standard Conditions of Service

- A. Service shall be available no sooner than the express date set by Caltrans and the proposer, after all approvals have been obtained and the Agreement is fully executed. Should the proposer fail to commence work at the agreed upon time, Caltrans, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the proposer shall be liable to the State for the difference between proposer's proposal price and the actual cost of performing work by the second lowest proposer or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time

the purchasing body tenders final payment to the proposer (See Government Code section 4552).

- 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (See Government Code section 4554).
- D. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- E. No oral understanding or agreement shall be binding on either party.
- F. If the proposer is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the proposer will be liable to Caltrans for actual damages resulting to Caltrans therefrom or ten percent (10%) of the amount proposed, whichever is less.

ATTACHMENT 1
PRICE QUOTE/COST PROPOSAL WORKSHEET

Task 1 – Project Management				
DIRECT LABOR	HOURS	*RATE	TOTAL	
Program Manager	@	\$	\$	
Staff Assistant	@	\$	\$	
Technician	@	\$	\$	
Clerical	@	\$	\$	
DIRECT COSTS Itemized (Except Labor)				
Travel Costs (Itemized)		\$	\$	
Other Direct Costs(Itemized)		\$	\$	
SUBCONTRACTOR(S) COST ITEMIZED			\$	
TOTAL COSTS				\$
Task 2 – Stakeholder Coordination				
DIRECT LABOR	HOURS	*RATE	TOTAL	
Program Manager	@	\$	\$	
Staff Assistant	@	\$	\$	
Technician	@	\$	\$	
Clerical	@	\$	\$	
DIRECT COSTS Itemized (Except Labor)				
Travel Costs (Itemized)		\$	\$	
Other Direct Costs(Itemized)		\$	\$	
SUBCONTRACTOR(S) COST ITEMIZED			\$	
TOTAL COSTS				\$
Task 3 – Coordination with Ongoing Managed Lane Planning Studies				
DIRECT LABOR	HOURS	*RATE	TOTAL	
Program Manager	@	\$	\$	
Staff Assistant	@	\$	\$	
Technician	@	\$	\$	
Clerical	@	\$	\$	
DIRECT COSTS Itemized (Except Labor)				
Travel Costs (Itemized)		\$	\$	
Other Direct Costs(Itemized)		\$	\$	
SUBCONTRACTOR(S) COST ITEMIZED			\$	
TOTAL COSTS				\$

*Labor rate shall include all labor related indirect costs such as overhead and fringe benefits.

***Subcontractor(s) Itemized Cost should follow the same format as outlined above.

**** All travel expenses will be paid at California Department of Human Resources (CalHR) rates for travel and per diem.

ATTACHMENT 1
PRICE QUOTE/COST PROPOSAL WORKSHEET

Task 4 – Managed Lane System Review				
DIRECT LABOR	HOURS	*RATE	TOTAL	
Program Manager	@	\$	\$	
Staff Assistant	@	\$	\$	
Technician	@	\$	\$	
Clerical	@	\$	\$	
DIRECT COSTS Itemized (Except Labor)				
Travel Costs (Itemized)		\$	\$	
Other Direct Costs(Itemized)		\$	\$	
SUBCONTRACTOR(S) COST ITEMIZED			\$	
TOTAL COSTS				\$
Task 5 – Master Plan for Managed Lanes on the State Highway System				
DIRECT LABOR	HOURS	*RATE	TOTAL	
Program Manager	@	\$	\$	
Staff Assistant	@	\$	\$	
Technician	@	\$	\$	
Clerical	@	\$	\$	
DIRECT COSTS Itemized (Except Labor)				
Travel Costs (Itemized)		\$	\$	
Other Direct Costs(Itemized)		\$	\$	
SUBCONTRACTOR(S) COST ITEMIZED			\$	
TOTAL COSTS				\$
GRAND TOTAL COSTS (tasks 1- 5)				

*Labor rate shall include all labor related indirect costs such as overhead and fringe benefits.

***Subcontractor(s) Itemized Cost should follow the same format as outlined above.

**** All travel expenses will be paid at California Department of Human Resources (CalHR) rates for travel and per diem.

ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

ATTACHMENT 2

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code (PCC) section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC section, 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with PCC section, 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

ATTACHMENT 2

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

ATTACHMENT 2

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 3

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): _____ or None _____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE:

- (1) Are you a broker or agent? Yes _____ No _____
- (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes _____ No _____ N/A _____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

ATTACHMENT 3

BIDDER DECLARATION INSTRUCTIONS

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SBNVSA)
- Disabled/Veteran Business Enterprise (DVE)

1.b. Mark "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SBNVSA, and/or DVE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVEs and Government Code Section 14637(d)(4)(A) for small microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVE.

(1) Decide whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page _____ of _____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page _____ of _____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SBNVSA should not be participating as a subcontractor.]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVE status
- Is not listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if title:

- Subcontractor is NOT a DVE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVE)

Enter "Yes" if the subcontractor is a California certified DVE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value). It will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value). It will be providing.

Read the certification at the bottom of the page and complete the "Page _____ of _____" accordingly.

ATTACHMENT 4
Invitation for Bid/Request for Proposal (IFPQ/RFP) No. 51A0469

QUOTES FROM SB OR DVBE SUBCONTRACTORS

Bidder shall attach copies of **SB OR DVBE SUBCONTRACTORS** quotes from any SB or DVBE subcontractors listed in the form GSPD-05-105. Refer to instructions in IFB Section D), Items 1 C and 2 A 2).

ATTACHMENT 5

PROPOSAL/PROPOSER CERTIFICATION SHEET

Only an individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Proposal/Proposer Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with IFPQ/RFP instructions.

- A. Our all-inclusive proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Proposal Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSDS, if an application is pending: _____		

ATTACHMENT 5

Completion Instructions for PROPOSAL/PROPOSER CERTIFICATION SHEET
 Complete the numbered items on the
 Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 6
 Darfur Contracting Act**

Instructions: Complete, as applicable, and submit with proposal.

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

OPTION #1 - CERTIFICATION

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete and sign this section and submit with bid package. I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below has not, within the previous three years, had any business activities or other operations outside of the United States. b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	

OPTION #2 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below. I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

OPTION #3 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.
 We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). **A copy of the written permission from DGS is included with our bid or proposal.**

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

ATTACHMENT 7

ATTACHMENT CHECKLIST

A complete proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this IFPQ/RFP and must be returned, as instructed, or your proposal may be considered non-responsive. **Return this checklist with your Technical Proposal package.**

Technical Proposal and Attachments

NOTE: Return this Checklist with the Technical Proposal package.

Attachments

Attachment Name/Description

- | | |
|-------|--|
| _____ | Technical Proposal as stated in this IFPQ/RFP (This shall be incorporated into the contract as Attachment 2) |
| _____ | Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at http://www.dgs.ca.gov/ols/home.aspx . Page one (1) must be signed and submitted prior to the award of the Agreement. (IFPQ/RFP Attachment 2) |
| _____ | Darfur Contract Act, (IFPQ/RFP Attachment 6) |
| _____ | Required Attachment Checklist (IFPQ/RFP Attachment 7) |

Cost Proposal and Attachments

NOTE: All Cost Proposal Information and applicable Attachments **MUST** be packaged separately from the Technical Proposal package. **No Cost Information of any kind is allowed in the Technical Proposal.**

Attachments

Attachment Name/Description

- | | |
|-------|---|
| _____ | Cost Proposal (IFPQ/RFP Attachment 1) and one for each Subcontractor (If applicable) |
| _____ | Bidder Declaration form, GSPD-05-105 (IFPQ/RFP Attachment 3) |
| _____ | Quotes from SB/DVBE Subcontractors (on SB/DVBE letterhead Attachment 4) |
| _____ | Proposal/Proposer Certification Sheet (IFPQ/RFP Attachment 5) |

**ATTACHMENT 8
TECHNICAL EVALUATION: PHASE I**

CRITERIA FOR EVALUATION OF CONSULTANT TECHNICAL PROPOSAL

Technical Proposal Evaluation:	Maximum Possible Score (Weighted Score)	Consensus Determination - %	Score
I. PROJECT UNDERSTANDING			
A. Project intent is understood and the proposal addresses all goals, objectives, approaches, tasks and deliverables	20		
B. Provides a detailed approach that offers comprehensive solutions and approaches to the issues discussed in the IFPQ/RFP	10		
II. METHODOLOGY			
Provides a detailed approach for the work necessary to develop the Managed Lane System Plan	20		
III. WORK PLAN AND SCHEDULE			
A. Expected results, outcomes, and deliverables are achievable in a timely manner, given the approaches, methods, and procedures proposed	20		
B. Proposed a work plan and schedule with sufficient detail to convey the achievability of tasks	10		
C. Contractor provided a proposed approach to the multiple elements of outreach and stakeholder involvement	20		
IV. QUALIFICATIONS AND EXPERIENCE			
A. Demonstrated familiarity with California's major regional transportation networks	20		
B. Demonstrated knowledge of transportation funding and financing in California.	10		
C. Knowledge and relevant experience in high occupancy vehicle (HOV) lanes, high occupancy/toll (HOT) lanes and express toll lanes, including Federal and State performance and operational rules and requirements	20		
D. Experience identifying stakeholders and facilitating outreach programs.	20		
E. Experience analyzing various operational concepts and strategies, toll, revenue and traffic forecasting.	10		
F. Demonstrated experience developing screening methodologies	10		

ATTACHMENT 8

V. PERSONNEL AND MANAGEMENT			
Organization chart showing Project Manager and key personnel assigned to this project are appropriate for the work	10		

TOTAL POSSIBLE	200
TOTAL ACTUAL	
TOTAL PERCENT	

Passing Score: 85%.

ATTACHMENT 9

ACCOUNTING & AUDIT GUIDELINES FOR

CONTRACTS WITH CALTRANS

INTRODUCTION

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to Caltrans are:
 - a. Supported by adequate documentation.
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals

ATTACHMENT 9

- f. Chart of accounts
- g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
- Procedures to monitor and adjust projected overhead rates to actual rates.
- Controls to ensure that written approval is obtained prior to any changes to the contract.
- Procedures to retain accounting records and source documentation as required by the terms of the contract.
- A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who

ATTACHMENT 9

writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.

- b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
- c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

PREAWARD AUDITS

Prior to the award of a contract, the Caltrans Audits Office will conduct a preaward evaluation to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. It alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

INTERIM AUDITS

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the

ATTACHMENT 9

contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

POST AUDITS

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's system of internal controls. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be made. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

(202) 783-3238

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Documents and Publications
Office of Procurement
Department of General Services
P.O. Box 1015
North Highlands, CA 95660

(916) 973-3700

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P. O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

ATTACHMENT 9

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.

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ATTACHMENT #10
 Sample Consulting Services Agreement - State

Note to Bidders:
 The following pages represent a sample of the Agreement that will be awarded, if any, from this IFPQ/RFP. Please review it carefully and present any questions in writing to the contact identified for this IFPQ/RFP.

1. This Agreement is entered into between the State Agency and the Contractor named below.

STATE AGENCY'S NAME

Department of Transportation (Caltrans)

CONTRACTOR'S NAME

TBD

2. The term of this Agreement is: **August 15, 2014 (estimate)** or upon DGS approval, whichever is later through **April 15, 2016 (estimate)**

3. The maximum amount of this Agreement is: **TBD**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (GTC 610)	
Exhibit D - Special Terms and Conditions	5 Pages
Exhibit E – Additional Provisions	5 Pages
Attachment 1 - Cost Proposal (to be attached at time of award)	Pages
Attachment 2 - Technical Proposal (to be attached at time of award)	Pages
Attachment 3 - Bidder Declaration, GSPD-05-105 (to be attached at time of award)	2 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Home.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i> <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
TBD		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Transportation (Caltrans)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
1727 30 th Street, MS 65, Sacramento, CA 94816		

EXHIBIT A
Consulting Services Agreement (State)

SCOPE OF WORK

1. The work to be performed under this Agreement shall be in accordance with the Contractor's **Cost Proposal** dated (DATE), **Attachment 1**, Contractor's **Technical Proposal** entitled (NAME) dated (DATE), **Attachment 2**, and the Scope of Work in this Agreement. If there is any conflict between the Contractor's Cost and Technical Proposals, and provisions in the **STD 213 Agreement**, including **Exhibits A, B, C, D and E**, and **Attachment 3** to this Agreement, the latter will prevail over **Attachments 1 and 2**.
2. As described herein:
 - A. References to "Contract" also mean Agreement.
 - B. References to the Caltrans Contract Manager (Contract Manager) include his/her designee.
3. The services shall be performed at various locations throughout California.
4. This Agreement will commence on **08/15/14** (proposed) or upon approval by Department of General Services (DGS), whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on **04/15/16** (proposed). The services shall be provided during 8:00 A.M. – 5:00 P.M. Monday through Friday, except State holidays. The parties may amend this agreement as permitted by law.
5. Contractor may only subcontract portions of the work to qualified DGS-certified Small Business/Businesses. No work **may** be subcontracted to any business not certified as a Small Business by DGS. If a subcontractor(s) is / are used, complete the Bidder Declaration, **GSPD-05-105, Attachment 3**. Bidder must ensure that the subcontractor(s) is / are DGS certified Small Business/Businesses and have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, including the DGS Small Business Certification, shall be cause for rejection of the bidder's price quote.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

EXHIBIT A
Consulting Services Agreement (State)

Department of Transportation	Contractor: TBD
Section/Unit:	Section/Unit:
Contract Manager:	Project Manager:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

7. Purpose and Description of Services

The California Department of Transportation (Caltrans) is committed to the evaluation and implementation of managed lanes, where feasible, on the State Highway System (SHS). Managed lanes are exclusive lanes set aside within a freeway that are operated using a variety of fixed or real-time strategies, such as vehicle occupancy, pricing (tolls), and access control. The three types of managed lane strategies used on the SHS are as follows:

- High occupancy vehicle (HOV) lanes: Dedicated lanes for vehicles carrying a minimum number of occupants. Certain low- and zero-emission vehicles may be accepted in accordance with State and Federal law.
- High occupancy/toll (HOT) lanes: Dedicated lanes that are free for vehicles carrying a minimum number of occupants; vehicles containing less than the minimum number of occupants must pay a toll to use the lanes. Electronic toll collection is used.
- Express toll lanes: Dedicated lanes that require all users pay a toll; vehicles carrying a minimum number of occupants may pay a discounted toll to use the lanes. Electronic toll collection is used.

Managed lanes are a sustainable transportation system management solution. They promote carpooling and bus patronage, improve travel time reliability, reduce greenhouse gas emissions, and maximize the efficiency of the system by increasing person and vehicle throughput while reducing congestion and delay. When pricing is applied, managed lanes can also generate revenues for system preservation and additional corridor improvements.

HOV lanes have been in operation in many of California's urban areas since the 1970s. HOT lanes have been implemented in a few locations across the State since the 1990s.

EXHIBIT A Consulting Services Agreement (State)

In 2009, Caltrans completed a Business Plan that provided a framework for Caltrans and its partners to more readily implement improvements to the managed lanes networks in each of the State's urban areas. The Business Plan effort identified an ultimate vision of networks that offers motorists new commute choices and more reliable travel on congested corridors. Each region's network should be seamless and consistent in design and operation, to the extent possible. Some flexibility in design and operations may be needed to enable the most effective and efficient management by Caltrans and regional transportation agencies.

In keeping with the vision identified in the Business Plan, Caltrans is now embarking on a strategic planning effort - a Managed Lanes System Plan - that will provide a "blueprint" to guide the development and operation of managed lanes on the SHS. The Managed Lanes System Plan will be coordinated with other regional planning efforts and will serve as a statewide compendium of those efforts. The System Plan will include a list of managed lane improvements, including:

- New managed lanes
- Closing gaps between segments of managed lanes
- Direct connectors between managed lanes on intersecting freeways
- Direct access ramps between managed lanes and local streets
- Additional capacity on existing managed lane facilities that are operating at or over capacity, or are expected to reach capacity in the near future
- Conversion of HOV lanes to HOT lanes or other operational changes

These improvements will be prioritized and a Master Plan will be developed; the goal of this Master Plan is to assist Caltrans and regional transportation agencies in future decisions in the development and operation of managed lanes on the SHS.

8. Detailed description of work to be performed and duties of all parties:

Contractor Tasks and Responsibilities:

A. Task 1: Project Management

This task includes project management services including requirements for schedules, progress reports, invoicing, and administration of Consultant's work required to complete the task. The Consultant will prepare monthly progress reports for the Caltrans project manager for the duration of the project. These progress reports will serve as supporting data for invoices presented in monthly intervals to Caltrans. The

EXHIBIT A
Consulting Services Agreement (State)

progress reports shall include accomplished tasks for the month, upcoming tasks for the next month, any issues and potential risks, and scheduled completion dates for tasks.

Task 1 Deliverables:

- 1) *Monthly Progress Reports.*

B. Task 2: Stakeholder Coordination

The Consultant will assemble stakeholder working groups in each of the Caltrans districts where managed lanes are in operation. Each working group shall be composed of Caltrans staff, representatives from metropolitan planning organizations and regional transportation planning agencies. These working groups are intended to provide input to the Consultant on project tasks affecting their jurisdictional areas. It is anticipated that these working groups will meet at least every other month throughout the course of the study.

Task 2 Deliverables:

- 1) *Establish working groups and schedule meetings.*
- 2) *Minutes from meetings of stakeholder working groups.*

C. Task 3: Coordination with Ongoing Managed Lane Planning Studies

Various planning studies are underway, or will soon be underway, throughout the State that may identify additional managed lane improvements. In order to avoid duplication of work, the Consultant will coordinate this project with these studies and incorporate the results, as they become available, in future tasks. The Contract Manager will assist the Consultant in identifying the studies.

Task 3 Deliverable:

- 1) *Memorandum describing coordination protocol for ongoing managed lane study efforts.*

D. Task 4: Managed Lane System Review

The Consultant will work with the stakeholder working groups to review current and planned managed lane facilities (including features such as direct connectors and direct access ramps) on the SHS in each Caltrans district, using current system inventory documents, system planning documents, and regional transportation plans. This assessment will also be used to identify additional conceptual managed lane improvements not shown in planning documents as well as improvements that may

EXHIBIT A

Consulting Services Agreement (State)

come from the studies identified in Task 3. Intra-regional and inter-regional system interfaces shall also be reviewed and addressed as needed. Maps of the existing systems and planned/conceptual improvements will be developed.

Task 4 Deliverables:

- 1) Maps of the existing managed lane system in each Caltrans district.*
- 2) Maps of planned and conceptual managed lane improvements in each Caltrans district.*

E. Task 5: Master Plan for Managed Lanes on the State Highway System

A key component of the Managed Lanes System Plan is the prioritization of managed lane improvement projects. It is important that these projects be evaluated against a set of screening and evaluation criteria that capture the desires of stakeholders. The Consultant will coordinate with the stakeholder working groups to develop prioritization criteria, which could include, but are not limited to:

- *Capacity*
- *Demand.*
- *Constructability*
- *System Connectivity*
- *Transit Potential*
- *Revenue Potential*

The Consultant will use these criteria to rank the planned and conceptual improvements into individual tiers. If the studies identified in Task 3 include project prioritization lists, those lists will be incorporated into the tiers as appropriate. A Master Plan for managed lanes in each of the Caltrans districts will then be developed, listing the tiers of projects in a logical sequence of project phasing and development that will result in a fully realized system.

Task 5 Deliverables:

- 1) Evaluation and recommendation report, complete with evaluation methodology, screening, and recommendations for a Master Plan of managed lane improvements in each Caltrans district.*
- 2) Maps showing the Master Plan for the managed lane system in each Caltrans district.*
- 3) Twenty (20) hardcopies of the above maps and one (1) electronic version for posting on the Caltrans website.*

EXHIBIT B
Consulting Services Agreement (State)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon approval of services by Caltrans' Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates in **Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate upon completion of the deliverables listed in Exhibit A, not more frequently than monthly in arrears to:

Department of Transportation
Office/Unit Name, MS Number
Attention: Contract Manager's Name
Street Address/P.O. Box
City, CA Zip Code

- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.
- D. Invoices shall be itemized in accordance with the **Cost Proposal, Attachment 1**, and shall include this Agreement Number, dates of services, name and date of deliverable completed in accordance with **Exhibit A**. Invoices must also include supporting documentation for materials, supplies, and equipment.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or

EXHIBIT B
Consulting Services Agreement (State)

refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code (GC) Chapter 4.5, commencing with Section 927.

4. Rates

Rates for these services may be found on **Attachment 1** of this document.

5. Allowable Costs and Payments

- A. The method of payment for this Agreement will be based on actual costs incurred by the Contractor. Caltrans will reimburse the Contractor for actual costs (including labor costs, employee benefits, travel, overhead and other direct costs) incurred by the Contractor in performance of the work, which amount will not exceed **\$TBD**. Actual costs shall not exceed the estimated wage rates and other estimated costs set forth in the Contractor's cost proposal without prior written Agreement between Caltrans and the Contractor.
- B. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources (CalHR) rules.
- C. The Contractor shall not commence performance of work or services until this Agreement has been approved by Caltrans. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.
- D. The total amount payable by Caltrans, shall not exceed **\$TBD**.

6. Cost Principles

- A. The Contractor agrees that the Title 48 Code of Federal Regulations (CFR) Part 31, Contract Cost Principles and Procedures (48 CFR 31), shall be used to determine the allowable individual items of cost.
- B. The Contractor also agrees to comply with Federal procedures in accordance with Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- C. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by Contractor to the State.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

EXHIBIT B
Consulting Services Agreement (State)

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

EXHIBIT D
Consulting Services Agreement (State)

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans' Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be Caltrans' final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days notice to Contractor.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Office file, and DGS, Office of Legal Services, if the evaluation is negative and the contract price is over \$5,000.

4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor

EXHIBIT D
Consulting Services Agreement (State)

agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

5. Contractor's Reports and/or Meetings

- A. The Contractor shall submit progress reports at least once a month to allow the Contract Manager to determine if the Contractor is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.
- B. The Contractor shall meet with the Contract Manager as needed to discuss progress on the Agreement.
- C. Prior to completion of the Agreement, the Contractor shall hold a final meeting with the Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.
- D. Any document or written report prepared as a requirement of this Contract shall contain, in a separate section preceding the main body of the document, a list of all Contracts and subcontracts (including dollar amounts) relating to the preparation of those documents or reports if the combined costs for work by non-employees of the Contractor exceed \$5,000.

6. Publication

- A. The Contractor shall not copyright the Managed Lanes System Plan materials or any written report developed and funded from this Agreement.
- B. The Managed Lanes System Plan or any other report from this agreement shall become the property of the State, and all publication use rights are reserved to the State.
- C. The written product or title pages of the report/course outline shall bear an appropriate description acknowledging the source of funds used to produce the report/document/training course and materials.

EXHIBIT D
Consulting Services Agreement (State)

7. Confidentiality Of Data

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize the Contractor to further disclose such information or disseminate the same on any other occasion.
- C. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans' staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the IFPQ/RFP is confidential and shall not be disclosed by the Contractor to any entity, other than Caltrans.
- F. Any subcontract, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

8. State-Owned Data - Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 2. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 3. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

EXHIBIT D
Consulting Services Agreement (State)

4. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 5. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 6. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) section 5335.1)

9. Retention of Records/Audits

- A. For the purpose of determining compliance with GC Section 8546.7, the Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

10. Prohibition From Bidding

This Agreement is subject to the provisions of Section 10365.5 of the PCC which states: "No contractor who has been awarded a consulting services Agreement may submit a bid for, nor be awarded a Agreement for, the provision of services, goods and supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the original consulting services Agreement."

EXHIBIT D
Consulting Services Agreement (State)

11. Consultant Contractor's Rights and Obligations

The Contractor is advised that the provisions of PCC Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service Contractor are applicable to this Agreement.

12. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if Caltrans chooses, two representatives of Caltrans' choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for Caltrans. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse the Contractor from full and timely performance, in accordance with the terms of this Agreement.

EXHIBIT E
Consulting Services Agreement (State)

ADDITIONAL PROVISIONS

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this **Agreement 51A0469**.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. **Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.**
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website:
<http://www.dgs.ca.gov/orim/home.aspx>
- H. Contractor shall include all of its subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverage's and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

EXHIBIT E
Consulting Services Agreement (State)

2. Insurance Requirements

A. Commercial General Liability

- 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. **The policy must include:**

Caltrans, State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement 51A0469.

- 2) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The same additional insured designation and endorsement required for general liability is to be provided for this coverage.**

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a **waiver of subrogation** in favor of the State. **The waiver of subrogation endorsement shall be required and provided for this coverage.**

D. Professional Liability

Contractor shall maintain Professional Liability at **\$1,000,000** covering any damages caused by a negligent error, act or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work. The Contractor is responsible to maintain continuous coverage for up to three years after the notice of completion.

EXHIBIT E
Consulting Services Agreement (State)

3. Ownership of Proprietary Property:

For the purposes of this section (**Ownership of Proprietary Property**) of **Exhibit E** of **Agreement 51A0469** (herein after referred to as "this Agreement") the following definitions shall apply:

Work: As delineated in **Attachment 2**, Technical Proposal and **Exhibit A** of the **Agreement 51A0469**.

Work Product: As defined as Deliverable in **Attachment 1** and **Exhibit A** of the Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this **Agreement 51A0469**.

Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Contractor or jointly with the Contractor's subcontractor and/or the Contractor's subcontractor's employee's with one or more employees of Caltrans, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

4. Ownership of Work Product and Rights:

A. Ownership of Work Product:

All Work Product derived by the Work performed by the Contractor, its employees or by any of the Contractor's subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Contractor's subcontractor for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2003 would contain the copyright designation © 2003 California Department of Transportation.

B. Vesting of Copyright Rights:

Contractor, its employees or any of Contractor's subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the

EXHIBIT E
Consulting Services Agreement (State)

Contractor's subcontractor from Caltrans. From time to time upon Caltrans request, the Contractor's subcontractor and/or its employees shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

C. Avoidance of Infringement:

In performing services under this Agreement, Contractor and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor or its employees becomes aware of any such possible infringement in the course of performing any work under this Agreement, Contractor or its employees shall immediately notify Caltrans in writing.

D. Confidentiality and Information:

Caltrans may provide its own intellectual property, confidential business and technical information to the Contractor in connection with the work to be performed by the Contractor under this Agreement. Such intellectual property and information shall be designated as confidential upon or prior to disclosure by Caltrans. In addition, the preparation and specifications of the deliverables shall in all instances be treated as confidential, unless and until disclosed publically by Caltrans. All confidential written materials shall be marked with the legend "California Department of Transportation-Confidential." The Contractor shall use its best efforts to prohibit any use or disclosure of Caltrans' confidential information, except as necessary to perform work under this Agreement. In the event that Contractor is an entity or otherwise will be causing individuals in its employ or under its supervision to participate in the rendering of the work, Contractor warrants that it shall cause each of such individuals to execute a Confidentiality Agreement.

E. Additional Conditions

SUBCONTRACTORS: Contractor shall affirmatively bind by contract all subcontractors or service vendors providing services under this Agreement to conform to the provisions of this Exhibit E. Contractor shall then provide the signed contract to the Caltrans Contract Manager prior to the commencement of any work.

5. Prohibition of Delinquent Taxpayers

Public Contract Code (PCC) Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list

EXHIBIT E
Consulting Services Agreement (State)

maintained by the State Board of Equalization or the Franchise Tax Board pursuant to Revenue Taxation Code sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. PCC Section 10295.4 provides no exceptions to these prohibitions.

6. Small Business or Disabled Veteran Business Enterprise Certification

Prime Contractor and subcontractors shall maintain their status as a Department of General Services certified Small Business or Disabled Veteran Business Enterprise throughout the term of this Agreement.