

Amador County Transportation Commission

REQUEST FOR QUALIFICATIONS

RFQ No. 201819-3.3



**On-Call Consulting Services to Carryout
Traffic Modeling, Analysis, and Related Support**

ISSUED: May 22, 2018

DUE: 3:00 PM, June 12, 2018

**AMADOR COUNTY TRANSPORTATION COMMISSION
117 VALLEY VIEW WAY
SUTTER CREEK, CALIFORNIA 95685
(209) 267-2282
www.actc-amador.org**

INTRODUCTION

The Amador County Transportation Commission (ACTC) is soliciting qualified firms to submit Statements of Qualifications (SOQs) to carry out on-call traffic modeling, analysis, and engineering consulting services as needed to support the ACTC in the implementation of its transportation plans, policies, programs, projects, and funding strategies.

Proposals and qualifications will not be accepted by email or in electronic format. Proposals must be submitted in five (5) copies no later than 4:00 p.m. on Tuesday, June 12, 2018 to:

John Gedney, Executive Director
Amador County Transportation Commission
117 Valley View Way
Sutter Creek, CA 95685
Phone: (209) 267-2282

BACKGROUND

Amador County, with a population of 38,091 (2010 Census) is located approximately two hours east of the San Francisco Bay area and one hour southeast of Sacramento on the western slope of the Sierra Nevada Mountains. The County is home to gold rush area communities such as Sutter Creek and Volcano and abounds with outdoor recreational activities from golf and boating to miles of backcountry trails and skiing (Kirkwood Meadows).

The Amador County Transportation Commission (ACTC) was designated as the Regional Transportation Planning Agency (RTPA) for Amador County by the California Business and Transportation Agency in 1972. The Commission's roles and responsibilities fall generally into two overlapping categories: (1) administration of Transportation Development Act (TDA) and other funds that are allocated to the Commission, and (2) to serve as the Regional Transportation Planning Agency (RTPA) for Amador County.

The mission of the Amador County Transportation Commission is to achieve partnerships and community consensus in order to fulfill the over-arching goal of the Countywide Regional Transportation Plan which is to provide a transportation and circulation system that is safe, efficient, convenient, comfortable, and that meets the transportation needs of people and goods, and that is compatible with other scenic, historic, economic, and recreational resource values.

INTERVIEWS

Interviews of respondents to clarify their proposals may be required at the discretion of the Amador County Transportation Commission. These interviews will serve to understand more fully the services being offered by any proposer. They may also serve to clarify the needs of the Commission. Subsequent to the receipt of proposals, the Transportation Commission will, if interviews are required, schedule a time for each requested interview at a place and time convenient to the Transportation Commission.

ACCEPTANCE TIME

The Amador County Transportation Commission will make preliminary selection of the most qualified consultants and may schedule interviews within ten (10) calendar days after closing date for receipt of proposals. However, the Amador County Transportation Commission reserves the right to extend the selection date. The selection is not a firm commitment to award a contract.

THE PROPOSAL

Proposals should provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of this Request for Qualifications. Each proposal must indicate the cost to accomplish the work (in a separate sealed envelope) and should be submitted in the format herein prescribed. Each proposal must be signed by an officer authorized to commit the proposer and the personnel assigned to carry out the scope of work required per this RFP and the proposal.

CLOSING DATE

Proposals and qualification will not be accepted by email or in electronic format. Proposals must be submitted in five (5) copies no later than **4:00 p.m. on Tuesday, June 12, 2018** to:

John Gedney, Executive Director
Amador County Transportation Commission
117 Valley View Way
Sutter Creek, CA 95685

PROPOSED SCHEDULE

- | | |
|---|------------------|
| 1. RFQ issue date | May 22, 2018 |
| 2. Closing date for proposals | June 12, 2018 |
| 3. Possible consultant interviews/contract negotiations | June 18-22, 2018 |
| 4. Contract execution | July 2, 2018 |

WORKERS COMPENSATION INSURANCE

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the consultant will be required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workmen's Compensation Insurance. The consultant will be aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

ACCEPTANCE OF PROPOSAL CONTENT

At the option of the Amador County Transportation Commission, the proposal of the successful firm may be included as contractual obligations in applicable clauses of the contract to be awarded. Therefore, the proposer must be prepared to be bound by the proposal in the contract.

REJECTION OF PROPOSALS

The Amador County Transportation Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with any source whatsoever, in any manner necessary to serve the best interest of the Commission. A proposer will be notified if his/her proposal has been rejected. The Amador County Transportation Commission does not intend to award a contract solely on the basis of any response made to the Request for Proposal or otherwise pay for the information solicited or otherwise obtained. Unsuccessful proposers will be furnished with the name of the successful firm.

PAYMENT SCHEDULE

The ACTC intends to pay consultant on a time and reimbursable expense basis at the rates set forth in the contract. Although the work will be paid on a time and materials basis, the contract will contain a not-to-exceed amount. Not-to-exceed amounts may be required for sub tasks within the contract. All claims for progress payments must be accompanied by a progress report documenting percentage of work completed per task, hours spent by personnel or subcontractors working on the project in accordance with this RFQ and subsequent contract, and dates and hours worked. Progress payments will only be approved if the ACTC contract administrator and/or Executive Director have verified to the satisfaction of the ACTC Board that the amount and value of work completed is closely comparable to the value of the progress payment being requested. The ACTC reserves the right to require Consultant to use ACTC billing template. All invoices will be mailed to the ACTC office at 117 Valley View Way, Sutter Creek, CA 95685. For each statement received by the 22nd day of a given month, the Commission will endeavor to review the statement and approve payment of the invoiced amount at their next regular meeting.

APPENDIX A - RFQ REQUIREMENTS

1. **General Requirements:** Proposers should prepare a single proposal package, including all of the sections described below, organized in that format. Proposals should be concisely prepared, preferably in a loose-leaf binder, or similar folder, and provide a clear description of the proposer's capabilities to meet the requirements of the Request for Proposals. Elaborate brochures or expensive proposals are not necessary, and will not influence selection.
2. **Organization of Proposal**
SOQs should be limited to specific discussion of the elements outlined in this RFQ. The intent of this RFQ is to encourage responses which meet the stated requirements. The SOQ shall be limited to 30 pages including attachments. All attachments and exhibits shall be folded to 8.5"x11" and each folded sheet of paper will count as one page. The Cover page, transmittal, and dividers will not be included in the page count. Elaborate brochures, or expensive SOQs are not necessary, and will not influence selection.

The organization of the SOQ should follow the general outline below. Each SOQ should consist of a technical proposal as outlined below and a cost rate sheet.

Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of SOQ evaluation. Signing attests that the information provided in the SOQ is current and factual, and that all firms and individuals on the proposed team agree to work on the project. Only one transmittal letter need be prepared to accompany all copies of the technical and cost rate sheets. The transmittal letter is limited to 2 pages.

Section A: Contract Information.

Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the Request for Qualifications. For an indefinite delivery (on-call) contract, the location is the geographic area covered by the contract (usually "Amador County").

Section B: Prime Consultant Point of Contact

Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime consultant that the agency can contact for additional information.

Section C: Understanding of Commission's Needs

A thorough explanation of the consultant's understanding of the Commission's needs for this contract and a thorough explanation of how the consultant can provide the required services.

Section D: Proposed Team.

Provide the contractual relationship, name, full mailing address, and if subcontractors or subconsultants will be used, a brief description of the role of each firm that will be involved in performance of this contract. List the prime consultant. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named individuals with key roles in the contract and any

subconsultants and outside associates or consultants must be used, and any change must be approved by the contract administrator.

Section E: Organizational Chart of Proposed Team.

Present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section F and the firm they are associated with as listed in Section D.

Section F: Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime consultant's firms first. The following blocks must be completed for each resume:

- Name
- Role in This Contract
- Years Experience.- Total years of relevant experience and years of relevant experience with current firm
- Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section D
- Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
- Current Professional Registration. Provide information on current relevant professional registration(s)
- Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.
- Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section G for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section G. Indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave year completed blank and indicate the status in Brief Description and Specific Role

Section G: Example Projects

Select Example projects which best illustrate proposed team's qualifications for this contract. Provide the following for each project:

- Title and Location. Title and location of project or contract. For an indefinite delivery (on-call) contract, the location is the geographic scope of the contract.
- Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract.

- Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
- Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
- Point of Contract Telephone Number.
- Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract.
- Firms from Section D Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section D.
- Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section F.

Section H: Required Certifications and Statements

Include statements of assurance regarding the following requirements:

- Non-substitution of proposed staff members and subconsultants (if any) without prior approval by the ACTC.
- Ability to fulfill the insurance and indemnification requirements. The actual certificates of insurance are not required as part of this submittal.
- Levine Act Disclosure Statement.
- Debarment Certification Form (Exhibit E) in Attachments.
- Certification of Consultant, Commissions, & Fees (Exhibit G) in Attachments.
- Certification of Costs & Financial Management System (LAMP Exhibit H) in Attachments.

3. **Consultant's Cost**

The cost rates shall describe both the hourly rate for principal(s) and employees to be assigned to this contract, a summary of any other related costs that are to be billed directly (mileage, printing, production, etc.). **The cost rates shall be submitted in a separately sealed envelope.** This separately sealed envelope will not be opened until the consultants' SOQs have been ranked based on their qualifications at which time the highest ranked team's cost rate sheet will be opened during contract negotiations. If a contract cannot be agreed upon, negotiations will begin with the second highest ranked team. Once a contract is awarded the remaining unopened envelopes containing the cost rate sheets will be returned.

DBE form 10-O2 and Certification of Costs & Financial Management Systems form 10-K shall be filled out and included in the sealed envelope with the cost rate sheet.

4. **Summary Description of Services Required**

The Amador County Transportation Commission (ACTC) is soliciting a qualified consulting firm to enter into an on-call contract to provide the various professional services outlined below upon request. Based on the ACTC's needs and priorities, the selected consultant will need to be able to provide traffic modeling/engineering support services, including, but not be limited to; (i) updating, maintaining, and utilizing the Amador County Regional Traffic Model and related databases and tools (TransCAD, Syncro, Traffic Count Database, Level of Service Work Book, etc.); (ii) applying the Regional Traffic Model and related databases and tools to provide interpretation and analysis as required to support the development and implementation of the ACTC's plans, policies, programs, projects, and funding strategies; and (iii) supporting ACTC and member-agency staff in committee meetings as well as public meetings and hearings before the ACTC, the County Board of Supervisors, Caltrans, the City Councils and Planning Commissions of each of the incorporated cities of Amador County, as well as with other agencies and/or organizations as transportation plans, policies, programs, projects, and funding strategies are developed for adoption.,.

Funding available for the range of services provided through this contract is \$15,000 per Fiscal Year. If unforeseen priorities or workload demands require additional funding, then the Commission may consider increasing this amount through execution of a Contract Amendment.

5. **Scope of Services**

The Scope of Services described below represents the range of traffic modeling/engineering service that the selected consultant will be expected to perform upon request. As an "on-call" professional services contract, the selected consultant will meet and confer with the ACTC's contract administrator regarding the services needed prior to carrying out any work. Clear communication must be maintained at all times regarding the ACTC's needs, the milestones to be accomplished and deliverables to be provided, and the consultant's costs to be incurred. As decided by the contract administrator, specific written Work Orders may or may not be required in order to establish clear scopes and not-to-exceed costs for any substantive Tasks that may be requested. Specific proposals or cost estimates are not required as a part of the consultant selection process. Through the "meet and confer" process outlined above, authorized costs will be established using the consultant's hourly billable-rates based on the work required. In addition, detailed progress reports identifying all work activities and accomplishments, with days and hours worked, will be provided prior to any approval for payment.

Statements of Qualifications should indicate that the consultant's ability to perform the professional services and provide the technical support required to accomplish the following representative Tasks:

a. Update, maintain, and utilize Amador County Regional Traffic Model and all related databases and tools.

The ACTC updated its base-year traffic model in 2010 and made subsequent improvements to the model through 2014. These improvements include refinements to the model's existing and future land use databases and the development of a Traffic Count Data-Base, TransCAD Master Roadway Network, Syncro Intersection Network, and Level of Service Workbook used to calculate LOS. During this period, the ACTC also developed the ability to work directly with its traffic modeling/engineering consultant in order to perform GIS mapping of model outputs in-house. The selected consultant will be required to perform all service needed to update the model to new

base-year conditions, including but not limited to; acquiring updated traffic counts based on a review of all available count data, performing model calibration and validation, reviewing and advising if revisions to functional classification, threshold capacities, or trip-generation would be warranted. A “model development report” will be required to document this work and provide citation of any outside references used. All currently available model files, related databases, and analysis tools will be provided to the selected consultant in order to provide these services.

b. Provide traffic model analysis services in support of the 2020 Regional Transportation Plan Update.

The ACTC will soon begin work to update its 2020 RTP. Consultant will assist in collecting background data, policies and programs related to the RTP Update process including Air Quality Analysis.

c. Traffic Impact Analysis & Mitigation

As requested, the ACTC reviews and comments upon the potential traffic impacts that would result from the approval of different types of and scales of new development projects. Through this Inter-Governmental Review process, the selected consultant will apply the ACTC’s Regional Traffic Model, RTP policies, and Traffic Impact Study Guidelines in order to assess the analysis provided and mitigations recommended, evaluate for consistency and adequacy, and advise the ACTC as to any comments that should be submitted to the local Lead Agency. This function will require the selected consultant to participate in TIS scoping sessions to advise on the analysis required, to coordinate with other consulting firms that may request to receive the Regional Traffic Model, and to draft proposed comments letters on the ACTC’s behalf.

d. Update Traffic Impact Study Guidelines

The consultant will assist ACTC in development of new Traffic Impact Study guidelines which will be easier for the general public, developers, and elected officials to understand and which will help to achieve RTP policies and funding strategies.

e. Support the ACTC staff and the Regional Traffic Mitigation Fee Program (RTMF) Oversight Committee (OC) with updating the RTMF program nexus plan, capital improvement program, and fee structure as needed.

Consultant will assist ACTC in updating its RTMF program nexus plan, capital improvement program, and fee structure as requested.

f. Provide technical assistance needed to address new performance measures being required by the State of California and the Federal Highway Administration.

A key feature of the Moving Ahead for Progress in the 21st Century Act (MAP-21) is the establishment of a performance and outcome based transportation program. The objective of these performance measures is to focus scarce transportation funds on projects that collectively will make progress towards achieving federal, state, and local goals. The move towards performance measures includes a shift from LOS to VMT and/or other performance measures. The selected consultant will be required to provide technical assistance to the ACTC in addressing these new performance measures.

g. ACTC Board, Public, and Agency Meetings

The ACTC regularly provides informational presentations to various groups (e.g. City Councils, Board of Supervisors, Advisory Committees, citizen groups, the general public) in various settings (e.g. regularly schedule Council, Board, ACTC meetings, Ad Hoc Committee meetings, Public Workshops, etc.) on technical matters related to implementation of RTP and city/county transportation plans, policies, programs, projects, and funding strategies. The primary challenge the selected consultant will be required to address in these presentations is to summarize the outcome of technical analysis by delivering key points in simple language that are easily understood by a wide variety of audience members. The selected consultant will need to work directly with ACTC and member-agency staff to develop their presentation material and talking points around the main messages, findings, results, and/or recommendations that need to be delivered and present them in a way that is tailored to the audience.

h. Jurisdiction Planning Documents

ACTC regularly supports local jurisdictions with various plans and programs on an as needed basis. The hired consultant will be asked to support these efforts by holding public workshops, preparing conceptual drawings, and preparing necessary planning documents as needed.

i. Other Traffic Modeling/Engineering Related Duties, as Assigned

The list above is generally representative of the various Tasks that the Consultant will be required to assist with. ACTC staff will assign other, similar traffic engineering related duties as deemed necessary.

6. Submittal Requirements

The proposer must provide five (5) bound copies that are three-hole punched (three-ring binders are acceptable) and one (1) unbound original (suitable for reproduction) of all submittals in response to this Request For Qualifications.

All SOQs shall be **received** at the ACTC no later than **4:00 pm on June 12, 2018** at the Amador County Transportation Commission, 117 Valley View Way, Sutter Creek, California 95685. All SOQs shall be submitted in a sealed envelope that is clearly marked "On-Call Consulting Services to Carryout Traffic Modeling, Analysis, and Related Support." Late submissions will not be accepted. Postmarks or electronic submittals will not be accepted.

All SOQs, whether selected or rejected, shall become the property of the ACTC.

All SOQs received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant. To be considered, the modification must be received in writing, and in the same number of copies as the original submission, prior to the date and time specified for receipt of submission.

Until award of the contract, the SOQs shall be held in confidence and shall not be available for public review. Upon award of a contract, all SOQs shall be public records. No SOQ shall be returned after the date and time set for opening thereof.

By submitting a Statement of Qualifications, the consultant certifies that his or her name or firm's name, as well as that of consultant's subconsultants, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the ACTC that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as an Attachment 1.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

10. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the ACTC is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Using the Local Assistance Procedures Proposing Consultants will be required to submit certified payroll records, as required. Reference sample cost estimate in Attachment C LAPM 10-H, Example #1. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

APPENDIX B - GENERAL CONDITIONS

A. Limitations

This Request for Qualifications (RFQ) does not commit the ACTC to award a contract, to pay any costs incurred in the preparation of the SOQ in response to this request, or to procure or contract for services or supplies. The ACTC expressly reserves the right to reject any and all SOQs or to waive any irregularity or information in any SOQ or in the RFQ procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The ACTC reserves the right to withdraw this RFQ at any time without prior notice. Further, the ACTC reserves the right to modify the RFQ schedule described above.

B. Award

The ACTC plans to ask RFQ finalists, if required, to present oral presentations regarding their qualifications and any special expertise they may have in the necessary areas. The ACTC also reserves the right to award the contract without discussion or interviews, based upon the initial SOQs. Accordingly, each initial SOQ should be submitted on the most favorable terms from a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the rate sheet provided will be the basis for negotiations to ensure the ACTC receives a fair and reasonable rate.

C. RFQ Addendum

To handle questions or changes most effectively and to ensure that everyone has the same information, **we request that you promptly send a contact e-mail address to info@actc-amador.org** if you intend to submit a SOQ. The ACTC will only respond to written questions mailed to Amador County Transportation Commission, 117 Valley View Way, Sutter Creek, CA 95685 or emailed to info@actc-amador.org, the ACTC will not answer questions submitted by phone. Written interpretations, changes or answers to questions submitted to the ACTC will be furnished to all proposers that have provided contact email addresses to info@actc-amador.org. Questions must be received no later than **May 29, 2018 at 5:00 p.m.**

Any changes to the RFQ requirements will be made by written addenda by the ACTC and shall be considered part of the RFQ. Upon issuance, such addenda shall be incorporated in the RFQ documents, and shall prevail over inconsistent provisions of earlier issued documentation. If an addendum is issued, consultants should include a statement in their SOQ acknowledging the addendum.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the ACTC shall affect or modify any terms or obligations of the RFQ, or any contract resulting from this RFQ.

E. Precontractual Expense

Any costs incurred by proposers pursuant to this Request for Qualifications in anticipation of receiving a contract award, will not be reimbursed by the Commission. Payments will be made pursuant to a negotiated contract between the Commission and the selected consultant. The ACTC shall be held

harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

F. Signature

The SOQ shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of SOQ evaluation. The SOQ shall be signed by an official authorized to bind the consultant(s). Execution of the contract is expected by July 1, 2014.

G. Term

The term of the contract will be from July 2, 2018 to June 30, 2019 and may, at the ACTC's discretion, be extended annually under the same terms and conditions and rates of compensation for up to a total of three (3) years.

H. Termination

The Commission may, by written notice to Consultant, terminate the whole or any part of the Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and satisfactorily rendered to Commission through the effective date of the termination. Consultant may not terminate the Agreement except for cause.

I. Insurance

The consultant shall take out and maintain at all times during the performance of any services to be done under the terms of any contract awarded, a policy or policies of public liability and property damages insurance naming thereon the Amador County Transportation Commission, its officers, agents, and employees, as insured against any liability of any kind arising out of the work to be performed by, or on behalf of, the consultant. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) if Consultant has an employees, Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

Consultant and its subcontractors if applicable shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of three (3) years following completion of the Project, a claims made errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and in the aggregate.

J. Contract Arrangements

The proposer is expected to execute a contract similar to the ACTC's Professional Services Agreement (see attachment A), which meets the requirements of MAP-21. If the proposer wishes to modify the attached contract, changes must be discussed in their SOQ.

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR

Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit SOQs. ACTC will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.

2. **DBE Obligation:** By submitting a SOQ the prime consultant agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, prime consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The prime consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts. **The DBE goal for this contract is 0%.** Prospective proposers are required to submit the Local Assistance forms 10-O1 and 10-O2. Form 10-O1 will be included in the page count of the SOQ. Form 10-O2 shall be submitted in the sealed envelope with the cost rate sheet.
3. **Title VI of the Civil Rights Act of 1964:** The consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
4. **Equal Employment Opportunity:** In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each SOQ, to be considered responsive, must include the following:

1. A copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees); and
2. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate;
 - The description of the work each named firm will perform; and
 - The dollar amount of participation by each DBE firm.
5. **Conflict of Interest:** Firms submitting SOQs in response to this RFQ must disclose to the ACTC any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFQ. If this firm has no conflict of interest, a statement to that effect shall be included in the SOQ.
6. **Financial Management:** Contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. Proposers must complete the attached LAPM Form 10-K: Certification of Costs & Financial Management Systems (Exhibit H in attachments) and submit it in sealed envelope with their cost rate sheet.

K. Protest Procedure

1. Consultants who have submitted a SOQ may file a written protest with the ACTC Executive Director not later than **five (5)** working days after of the date of a **Notification of Unsuccessful Proposals**.

2. The protest shall be delivered or sent by registered mail to the ACTC Executive Director.
3. The protest filed with the Executive Director shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by RFQ name and RFQ date;
 - c. Contain a concise statement of the grounds for protest including alleged violations of Federal, State, or local law; provided, however, RFQ or RFQ process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the SOQ opening date to allow adjustments before evaluation of SOQs and;
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

L. Protest Review

1. Upon receipt of a protest, the ACTC Executive Director shall review all the submitted materials and shall create and retain a written record of the review. The Executive Director shall respond in writing at least generally to each material issue raised in the protest not later than **fifteen (15)** working days after receipt of the protest.
2. If the protested procurement involves Federal or State funds, the Executive Director shall give notice to the interested party that he or she has the right to appeal to the appropriate Federal or State agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within **five (5)** working days of the dispatch of **Notification of Unsuccessful Proposals** to the interested party(ies).
3. The Executive Director's decisions may be appealed in writing to the Amador County Transportation Commission prior to the award date, which is stated in the **Notification of Unsuccessful Proposals**. The Commission shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Executive Director. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Commission shall be final unless the protested procurements are obtained in whole or in part with Federal or State funds.

APPENDIX C - PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a Selection Committee (Committee). The Committee may be composed of ACTC staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the ACTC Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the ACTC's requirements as set forth in this RFP.

The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.

4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Technical Ability	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Experience with similar work	10
8	References	5
Subtotal:		75

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
Subtotal:		25
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Technical Ability (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct systemic safety analysis, traffic engineering, and project design.

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward

- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Overall organization of the team is relevant to ACTC needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with ACTC
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist ACTC during the project.

4. Scope of Services to be Provided (15 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. Schedule shows completion of the work within or preferably prior to the ACTC overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the ACTC that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.

- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Experience with similar work (10 points)

- a. Team members have experience working in rural areas.
- b. Team members have experience working on similar projects.
- c. Some or all of team members have previously worked together on similar project(s).

8. References (5 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

9. Presentation by Team (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

10. Q&A Response to Panel Questions (15 points)

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Experience with Similar Work		10	
8	References		5	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
Total:			100	

The ACTC retains the right to reject any and all proposals which do not comply with the provisions of this request or for any other reasons deemed appropriate by the ACTC.

XI. ATTACHMENTS

Attachments to this Request for Qualifications are available at the ACTC or on the ACTC's website www.actc-amador.org. The ACTC will not mail or email copies of the Attachments. The exhibits followed by an asterisk below must be completed and submitted with SOQ.

- Attachment 1 – Sample Contract & Contract Exhibits
- Attachment 2 - Cost Proposal (LAMP Exhibit 10-H)
- Attachment 3 - Levine Act Disclosure Statement*
- Attachment 4: DBE Notice to Proposers (Form 10-I)
- Attachment 5: DBE Consultant SOQ Commitment (Form 10-01)*