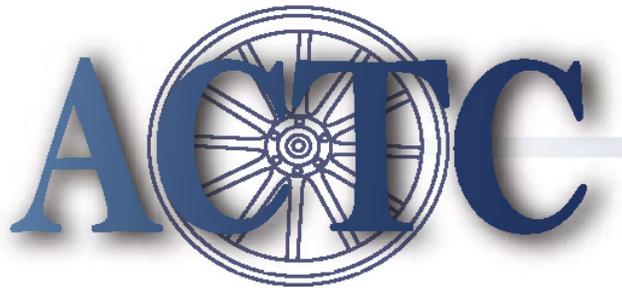


Amador County Transportation Commission

REQUEST FOR PROPOSALS

RFP No. 201819-1.1D



**PREPARE TRIENNIAL PERFORMANCE AUDITS
FOR FISCAL YEARS 2015/16 THROUGH 2017/18 AND TO PROVIDE
RECOMMENDATIONS THAT WILL IMPROVE EFFICIENCY AND COMPLIANCE**

ISSUED: May 22, 2018

DUE: 4:00 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 requesting proposals from qualified audit consultants to conduct a triennial performance audit of the Amador County Transportation Commission and the Amador Transit (AT) for fiscal years 2015/16 through 2017/18 as required by State and federal law including those requirements administered by Caltrans, the State Controllers Officer, and federal funding agencies including the Federal Highway Administration and Federal Transit Administration.

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 Proposal. 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.

AVAILABLE FUNDING

Funding available for this project is \$18,000 LTF State Funds. If the prospective consultant determines that the work called for in this Request for Proposals cannot be carried out according to available funding or the schedule that is set forth herein, the consultant is nonetheless encouraged to submit a proposal specifying clearly the reasons why said funding level or schedule should be exceeded or which project tasks should be deleted in order to meet said funding limits as well as intended project purposes.

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:

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

PROPOSED SCHEDULE

- | | |
|---|------------------|
| 1. RFP 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.

CLAIMANTS AND AGENCIES TO BE AUDITED BY CONSULTANT

Claimants

Amador Transit (AT is the officially designated Consolidated Transit Service Agency in Amador County providing fixed route bus and dial-a-ride Para-transit service to most populated areas of the Amador County region) - Transit Claimant

Agency

Amador County Transportation Commission (The Commission's roles and responsibilities are (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 the Amador County Region.)

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 – RFP 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 Proposals:** The proposals shall be organized to generally conform to the following sections, as these will constitute the basic areas for evaluation:
 - a) Understanding of the Transportation Commission's needs
 - b) Previous experience of the firm in this and/or related work
 - c) Qualification of firm and individuals who will be assigned to work on this project
 - d) Consultant's approach to providing required services and products including personnel, tools, methods, schedule, etc.
 - e) Consultant stability and support capability
3. **Consultant's Costs:** Consultant's total cost, component costs, and hourly rates shall be submitted. Consultant's cost to complete the project will be considered. Consultant's cost proposals should include total cost, cost per task, hourly rates for assigned personnel, and other anticipated charges. The Commission intends to enter into a time and materials, not-to-exceed dollar amount contract for completion of all tasks.
4. **Project Purpose/Required Products/Scope of Work**

The methodology used by the consultant shall be coordinated and approved by the ACTC Executive Director. The project involves, at minimum, the following tasks:

Consultant shall prepare a triennial performance audit for the three-year period including FY 2015/16 through 2017/18 of the Amador County Transportation Commission and the Amador Transit consistent with all requirements of applicable State and federal law. The triennial performance audit shall be conducted in accordance with the Comptroller General's "Standards for Audit of Government Organizations, Programs, Activities, and Functions" and shall adequately evaluate the efficiency, effectiveness, and economy of operations involving TDA funds as well as all other funds processed to or through the ACTC. Specific attention will be given to the "Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities" published by the California Department of Transportation for the preparation of such performance audits. Consultant will furnish sufficient personnel to complete preliminary draft performance audits by December 31, 2018 and the final performance audits before March 31, 2019. Consultant will furnish ACTC and AT with preliminary draft audit reports and will conduct a conference with the ACTC Executive Director and/or an ACTC subcommittee to thoroughly explain the audits, its findings, and recommendations.

5. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility.

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

All RFPs 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 RFPs 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 RFP shall be returned after the date and time set for opening thereof.

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.

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 3 LAPM 10-H, Example #1. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

APPENDIX B – GENERAL CONDITIONS

A. Limitations

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

B. Award

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

C. RFP 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 RFP. 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. 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, 2017 at 5:00 p.m.**

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

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 RFP.

F. Signature

The RFP 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 RFP evaluation. The RFP shall be signed by an official authorized to bind the consultant(s). Execution of the contract is expected by July 2, 2018.

G. Term

The term of the contract will be from July 1, 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 FAST Act. If the proposer wishes to modify the attached contract, changes must be discussed in their RFP.

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 RFPs. 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. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
3. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each RFP, 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
4. Conflict of Interest: Firms submitting RFPs in response to this RFP 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 RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the RFP.

K. Protest Procedure

1. Any proposers 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 Criteria | Evaluation | 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.

ATTACHMENT 1 – SAMPLE CONTRACT

SAMPLE CONTRACT AND CONTRACT EXHIBITS

CONTRACT
AMADOR COUNTY TRANSPORTATION COMMISSION WITH
_____ FOR
TRIENNIAL PERFORMANCE AUDITS

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2018, (the "Effective Date") by and between the AMADOR COUNTY TRANSPORTATION COMMISSION ("the Commission") and [INSERT ENTITY NAME ("Consultant"), a [INSERT ENTITY TYPE, ie. LLC, Inc., etc.]

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional services firm, experienced in conducting triennial performance audits and providing organizational consulting services to public clients and is familiar with related State requirements and needs of the Commission.

2.2 Commission desires to engage Consultant to render certain consulting services to prepare triennial performance audits for the Amador County Transportation Commission (ACTC) (the "Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. To the extent that Exhibit "A" is in conflict with or is inconsistent with this Agreement, the terms of this Agreement shall govern. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the Effective Date through June 30, 2013, unless earlier terminated as provided herein. Consultant shall complete

the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the personnel required to perform the Services. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to complete performance of the Services in a timely manner at no additional cost. To the extent Caltrans procedures apply in connection therewith, the commencement of performance of Services may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The Consultant's files shall be maintained in a manner consistent with State requirements.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant who will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, social security taxes, income tax withholding, workers' compensation insurance and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law..

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel employed by Consultant will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: [INSERT NAME OF PERSONNEL].

3.7 Commission's Representative. Commission hereby designates [INSERT NAME], or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates [INSERT NAME], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to

represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant and Commission agree to work closely in the performance of Services and Consultant shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, and previous commitments that must be incorporated in the design of the Project. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it and its subcontractors have secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*:

Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. 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.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants if applicable 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.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned (if any), leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this

Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed **[INSERT COMPENSATION]** ("Total Compensation").

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Each statement shall also be accompanied by a progress report documenting the percentage of work completed for each task identified in Exhibit A. For each statement submitted by the 8th of a given month, the Commission will endeavor to review the statement and approve payment of the invoiced amount in the same month.

3.14.3 Reimbursement for Expenses. Except as provided in Exhibit "B", Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 No Additional Work. No work or activities that are in addition to, or otherwise outside of, the Services shall be performed. Notwithstanding the foregoing, the Commission's Executive Director may make a written change to this Agreement, other than a change to include work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. Such changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law.

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a change to include work not originally within the contemplation of the parties, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other contract terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow inspection and copying of all work, data, documents, proceedings, and activities related to the Agreement during the term hereof and for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this 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, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated Consultant shall provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement within fifteen (15) days of the termination.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

COMMISSION:

Amador County Transportation Commission
117 Valley View Way
Sutter Creek, CA 95685
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data.

Consultant shall provide copies on electronic media of all work products produced under this Agreement. To the extent that reports or lengthy passages of text are

included in a given work product, the document shall be prepared in Microsoft Word or a format compatible with Word or as directed by the Commission.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity

pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. Consultant shall defend, indemnify and hold Commission, its directors, officials, officers, employees, consultants, agents and volunteers (collectively the "Indemnitees") free and harmless from claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, including reasonable attorneys' fees and costs, arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, except as caused by the sole, active negligence or willful misconduct of an Indemnitee. Consultant shall reimburse Indemnitees for legal expenses and costs incurred in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission or its directors, officials, officers, employees, consultants, agents and volunteers. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Amador County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. Commission reserves right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant maintains and warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, fee, or other consideration contingent upon or resulting from the award or making of this Agreement.

3.27.2 Conflicts of Interest.

(A) For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(B) Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Commission's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with the Commission or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify the Commission of any and all potential violations of this paragraph upon becoming aware of the potential violation.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Minority Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws.

3.31 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**AMADOR COUNTY
TRANSPORTATION COMMISSION**

[INSERT NAME OF CONSULTANT]

By: _____
Chairman

By: _____
Signature

Date: _____

Name

Title

Approved as to Form:

Date

By: _____
Sloan Sakai Yeung & Wong LLP
General Counsel to ACTC

Exhibit “A” Scope of Work

Exhibit "B" Rates

EXHIBIT "C"

GENERAL PROVISIONS AND REQUIREMENTS

1. Discrimination

a. Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

2. Prompt Payment

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

3. Release Of Retainage

The Consultant agrees further to release retainage payments, if any, to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Commission. This clause applies to both DBE and non-DBE subconsultants.

4. National Labor Relations Board Certification.

Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one 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 (Public Contract Code § 10296).

5. Americans with Disabilities Act (ADA) of 1990.

By signing this Agreement, Contractor assures the Commission that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. Drug-Free Certification.

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) 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 the 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 of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

7. Union Organizing.

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement.
- b. No funds received from the Commission under this Agreement shall be used to assist, promote, or deter union organizing.
- c. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.
- d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from

the Commission funds has been sought for these costs, and Contractor shall provide those records to the Commission upon request.

8. Political Reform Act Compliance.

Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by the Commission, as provided for in the Conflict of Interest Code for the Commission, shall promptly file economic disclosure statements for the disclosure categories determined by the Commission, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirement of the Act, as required by law.

9. Campaign Contribution Disclosure.

Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "D."

EXHIBIT "D"
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the ACTC Board of Directors are:

| | | |
|-----------------|---------------|---|
| Brian Oneto | John Plasse | Patrick Crew (alternate) |
| Richard Forster | Dominic Atlan | Dan Epperson (alternate) |
| Tim Murphy | Jon Colburn | Josie Cadieux-Faillers (alternate) (alternate) |

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any ACTC Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s):

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

YES NO

If yes, please identify the Director(s):

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.
- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

ATTACHMENT 2 (LAMP EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3)

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE)
CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|-------|-------|--------------------|----------|
| (Project Manager) | _____ | _____ | \$ _____ | \$ _____ |
| (Sr. Civil Engineer) | _____ | _____ | \$ _____ | \$ _____ |
| (Envir. Scientist) | _____ | _____ | \$ _____ | \$ _____ |
| (Inspector) | _____ | _____ | \$ _____ | \$ _____ |

LABOR COSTS

a) Subtotal Direct Labor Costs \$ _____

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ _____

INDIRECT COSTS

d) Fringe Benefits (Rate: ___%) e) Total Fringe Benefits [(c) x (d)] \$ _____

f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ _____

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee _____%] \$ _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|-------|
| Mileage Costs | | | \$ | \$ |
| Equipment Rental and Supplies | | | \$ | \$ |
| Permit Fees | | | \$ | \$ |
| Plan Sheets | | | \$ | \$ |
| Test | | | \$ | \$ |

l) **TOTAL OTHER DIRECT COSTS** \$ _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____ \$ _____

Subconsultant 2: _____ \$ _____

Subconsultant 3: _____ \$ _____

Subconsultant 4: _____ \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ _____

TOTAL COST [(c) + (j) + (k) + (n)] \$ _____

NOTES:

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

ATTACHMENT 2 (EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE)

CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| | | | | |
|---|----------------------------------|---|-----------------------|---|
| Direct Labor Subtotal per Cost Proposal | Total Hours per Cost Proposal | = | Avg Hourly Rate | 5 Year Contract Duration |
| \$250,000.00 | 5000 | | \$50.00 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | | | | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| | Avg Hourly Rate | | Proposed Escalation | | | |
| Year 1 | \$50.00 | + | 2% | = | \$51.00 | Year 2 Avg Hourly Rate |
| Year 2 | \$51.00 | + | 2% | = | \$52.02 | Year 3 Avg Hourly Rate |
| Year 3 | \$52.02 | + | 2% | = | \$53.06 | Year 4 Avg Hourly Rate |
| Year 4 | \$53.06 | + | 2% | = | \$54.12 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
| Year 1 | 20.0% | * | 5000 | = | 1000 | Estimated Hours Year 1 |
| Year 2 | 40.0% | * | 5000 | = | 2000 | Estimated Hours Year 2 |
| Year 3 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 3 |
| Year 4 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 4 |
| Year 5 | 10.0% | * | 5000 | = | 500 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 5000 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|--------|---|---|---------------------------------------|---|-------------------|------------------------|
| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
| Year 1 | \$50.00 | * | 1000 | = | \$50,000.00 | Estimated Hours Year 1 |
| Year 2 | \$51.00 | * | 2000 | = | \$102,000.00 | Estimated Hours Year 2 |
| Year 3 | \$52.02 | * | 750 | = | \$39,015.00 | Estimated Hours Year 3 |
| Year 4 | \$53.06 | * | 750 | = | \$39,795.30 | Estimated Hours Year 4 |
| Year 5 | \$54.12 | * | 500 | = | \$27,060.80 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$257,871.10 | |
| | Direct Labor Subtotal before Escalation | | | = | \$250,000.00 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$7,871.10 | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *: _____

Signature : _____

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

Email: _____

Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract: