

NOTICE

REQUEST FOR QUALIFICATIONS (RFQ)



*THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC)
INVITES CONSULTANTS TO SUBMIT THEIR QUALIFICATIONS FOR THE:*

**On-Call Consultant(s)
For
Graphic Design of Public Outreach/Marketing Documents**

You are invited to submit your Statement of Qualifications (SOQ) and a sealed rate sheet. Submissions are due in the office of the Executive Director of the Transportation Agency of Monterey County, 55-B Plaza Circle, Salinas, CA 93901-2901 by

12:00 P.M. on October 17, 2011

For a hard copy or further information, contact Kristen Hoschouer at (831) 775-4403 or via email at kristen@tamcmonterey.org. The full document may also be downloaded from the Transportation Agency website at: http://www.tamcmonterey.org/information/bids_prop/index.html

TAMC
Transportation Agency for Monterey County
55 B Plaza Circle, Salinas, CA. 93901-2902

DATE: September 28, 2011

TO: Interested Consultants

FROM: Debra L. Hale, Executive Director

SUBJECT: Request for Qualifications for On-Call Consultant(s) For Graphic Design of Public Outreach/Marketing Documents

INVITATION

You are invited to submit a Statement of Qualifications (SOQ) for the referenced services together with a sealed rate sheet for On-Call Consultant(s) For Graphic Design of Public Outreach/Marketing Documents.

Your qualifications and sealed rate sheet information are due in the office of the Executive Director of the Transportation Agency for Monterey County (TAMC) by 12:00 p.m. on October 17, 2011. The selection process shall be based solely upon the determination of the most qualified consultant and shall not be based upon rate information. Other considerations shall include, but are not limited to, product quality, delivery time, and statements of any references provided by the consultant. Should the most qualified consultant and the Transportation Agency fail to successfully negotiate a final Scope of Work and a mutually agreed upon project budget for this project, then the Transportation Agency reserves the right to enter negotiations with the next most qualified candidate for the performance of the work. The contract will be a “not to exceed” type service agreement.

INTRODUCTION

The Transportation Agency for Monterey County (TAMC) is the designated Regional Transportation Planning Agency (RTPA) for Monterey County. TAMC represents thirteen Jurisdictions, including the cities of Carmel-By-The-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, Soledad and the County of Monterey. TAMC administers federal aid programs that use Federal Highway Administration (FHWA) funds. TAMC is responsible for programming these federal funds to local projects and monitoring project delivery.

The mission of the Transportation Agency for Monterey County is to proactively fund and plan a transportation system that enhances mobility, safety, access, environmental quality and economic activities by investing in regional transportation projects for Monterey County residents, businesses and visitors.

Throughout the year graphically designed pamphlets, flyers and logos are required to inform the public about the progress of regional transportation projects. The Agency Annual Report, mailed to

Monterey County residents every Spring, also requires a marketing savvy graphic designer able to draft a report that is eye catching as well as informative and easy to read.

Based on qualifications TAMC will select one or more on-call consultants that they may use to help them design public outreach documents. For this reason, the consultant must be able to meet requirements for contracts using state and federal funds. Federal and state requirements may change during the two-year period. On-call consultants will need to be prepared to meet new or revised requirements when they are implemented.

For all single project contracts over \$250,000, a pre-award audit will be required.

PURPOSE OF THE RFQ

This RFQ will be used by TAMC to solicit Statements of Qualifications (SOQs) from qualified consultants to provide graphic design services for a two-year period on an "On-Call" basis for miscellaneous undetermined transportation related projects and the Agency Annual Report.

The RFQ will focus on identifying the consultants who have extensive experience with marketing, branding, and graphic design for logos, flyers, pamphlets and public oriented reports.

It is anticipated that the availability of a list of ready to use on-call consultants will maximize member agencies resources should funding become available for local transportation projects in our area. Please note that due to the current economic environment, the extent that selected firms would be utilized and the number of projects requiring consultant services during the two-year period is unknown at this time and would be subject to available project funding by the member agencies.

SCOPE OF WORK

A scope of work will be provided to the consultant for each particular project, which could entail marketing assistance for branding of transportation projects, logo design, graphic design for flyers, pamphlets, and mailers. From the list, a consultant will be selected to assist in designing The Agency Annual Report, which is mailed to all residents in Monterey County.

The consultant will, in turn, provide a not-to-exceed cost estimate based upon the fixed fee schedule included in their submittal and then execute a contract directly with the local agency. The scope of each project will include obtaining approvals and completing all paperwork necessary to comply with all local, state, and federal requirements.

SOQ SUBMITTAL REQUIREMENTS

All interested consultants are required to submit ***one (1) PDF copy and five (5) single sided/spiral bound copies*** of their SOQ Submittal to perform the requested consulting services. All information shall be kept brief. ***The rate sheet must be submitted in a separate sealed envelope.***

The following information must be included in the SOQ Submittal in the order listed:

SECTION 1:

CONSULTANT PROFILE -A cover letter, a table of contents page, and a brief description of the consultant's work, including years of experience, and statement of the consultant's qualifications for performing the subject consulting services.

SECTION 2:

RELEVANT PROJECT EXPERIENCE - Provide up to ten pages of brief summaries of relevant project experiences. Include specific types of projects and examples of previous work completed.

SECTION 3:

REFERENCES -A one-page list of at least five references from recent clients for projects of similar types, size and complexity. Include contact person, e-mail address and phone number.

SECTION 4:

APPENDIX - A brief appendix may be included (up to ten pages maximum) to provide other information that will assist TAMC in selecting the most qualified consultants.

SECTION 5:

RATE SHEET -A one page rate sheet for the two-year period that includes the actual hourly rate for each classification of employees who will be assigned to the anticipated Projects. *The rate sheet must be submitted in a separate sealed envelope and will not be used as part of the evaluation criteria.*

All SOQ Submittals shall be submitted in a single envelope to:

Transportation Agency for Monterey County, 55-B Plaza Circle, Salinas, CA 93901, no later than October 17, 2011 at 12:00 noon PST.

Late submittals will not be accepted.

SCHEDULE

September 28, 2011	Distribute Request For Qualifications
October 17, 2011 (12:00pm)	Deadline for Submittal of Qualifications
October 19-28, 2011	Consultant Interviews
November 2, 2011	Consultant Ranking Approved by Executive Committee
December 7, 2011	Consultant Contract Approval by Agency Board

EVALUATION PROCEDURE

An evaluation committee consisting of TAMC staff and selected representatives of the TAMC member agencies will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant experience of the consultant. The evaluation committee will review and rank the SOQ's and may conduct interviews, if necessary.

Factors to be considered in selecting the consultant(s) are indicated below:

- 1) Qualifications of the consultant;

- 2) Understanding of the projects and the proposed management approach;
- 3) Previous relevant experience;
- 4) Familiarity with the local conditions in Monterey County;
- 5) Ability to complete the project in a timely fashion;
- 6) Committed degree of participation;
- 7) Evaluation of references from past clients; and
- 8) Results from the interview, if applicable.

SELECTION PROCESS

The TAMC Board will select the on-call consultant(s) for a **two-year period**. The selection will be based upon demonstrated competence and professional qualifications. The TAMC Board may select more than one consultant and typically selects several. The number of consultants selected will depend on the number of qualified SOQs received and the anticipated range of projects expected. It is expected that the TAMC Board will select the on-call consultant(s) by December.

The selected consultants will be placed in a pool of qualified, as-needed, consultants for a period of two years. The on-call consultant(s) may or may not be called upon by TAMC or the TAMC member agencies. The TAMC member agency may either select a consultant out of the TAMC pool or may choose to obtain the services required for any particular project outside of this pool, using their own normal process to select a consultant.

During the two-year period, each TAMC member agency will have the discretion to negotiate with a consultant on the total cost for the consultant services based on its fixed hourly fee schedule, the scope of work for the project, and the terms of the contract. The TAMC member agency may then decide if it wants to enter into a contract with that consultant. Attachment B is a "**Sample**" of a TAMC agreement. Other member agencies may have different types of agreements. (The final contract language will be determined by the local agency once a consultant is selected for a particular project). To fairly distribute the work, it is anticipated that the requests for consultants will be rotated through the list included on the list of approved consultants. The basic criteria shall be to select the best-qualified consultant for each project, based on the specific needs for that particular project, scope of work and project delivery schedule.

INQUIRES

For questions regarding this RFQ, please call Kristen Hoschouer, Associate Transportation Planner at (831) 775-4403 or by e-mail at kristen@tamcmonterey.org.

ATTACHMENT B

SAMPLE TAMC STANDARD AGREEMENT **TRANSPORTATION AGENCY FOR MONTEREY COUNTY** **AND (CONSULTANT'S NAME)** **AGREEMENT FOR PROFESSIONAL SERVICES**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and [consultant's name], a [indicate legal status of entity, e.g., a California corporation, an individual dba ... , a California partnership, etc.], [consultant's address], hereinafter called "Consultant."

The parties agree as follows:

1. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A.
 - (a) The work is generally described as follows:
 - (b) Consultant represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) Consultant, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
 - (e) Consultant's project manager shall be the person specified in Exhibit A. If Consultant desires to change the project manager, Consultant shall get written approval from TAMC of the new project manager.
2. Term of Agreement. The term of this Agreement shall begin upon execution hereof by Consultant and TAMC and, unless earlier terminated as provided herein, shall remain in force until _____.
3. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in the Work Directive, upon receipt of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable outlined in the Work Directive. The maximum amount payable to the Consultant is set forth in the Work Directive.

4. Monthly Invoices by Consultant; Payment.

- (a) Consultant shall submit to TAMC an invoice, in a format approved by TAMC, setting forth the amounts claimed by Consultant, the deliverables for which payment is requested, together with an itemized basis for such amounts, and setting forth such other pertinent information TAMC may require. Consultant shall submit such invoice monthly or as agreed by TAMC, but in no event shall such invoice be submitted later than 30 days after completion of Consultant's work hereunder. It is understood and agreed that Consultant shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding Consultant's submission of periodic invoices.
- (b) If, as of the date of execution of this Agreement, Consultant has already received payment from TAMC for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be credited toward TAMC's maximum liability set forth above.
- (c) Consultant shall be reimbursed for travel expenses not to exceed the State of California approved travel reimbursement rates, which are to be included as part of the \$_____ maximum contract amount.
- (d) Consultant agrees that the Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of individual items of cost.
- (e) Consultant agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (f) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the TAMC.

5. Indemnification.

To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.6, CONTRACTOR shall defend (with legal counsel reasonably acceptable to the AGENCY), indemnify and hold harmless the AGENCY, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of CONTRACTOR or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify the AGENCY, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of the AGENCY, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, CONTRACTOR shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONTRACTOR's negligence, recklessness, or willful misconduct.

6. Insurance.

(a) Without limiting Consultant's duty to indemnify as set forth in this agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability (check if applicable):

Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of \$1,000,000 per occurrence.

Professional liability insurance in the amount of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims made" basis rather than an "occurrence" basis, Consultant shall, upon the expiration or termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or termination of this Agreement.

Comprehensive automobile liability insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

- (b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided herein, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of Consultant's completion of performance hereunder.
- (c) Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor performing work under this Agreement, or be accompanied by a certificate of insurance for each subcontractor showing identical insurance coverage.
- (d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant's insurance.

7. Workers' Compensation Insurance. If during the performance of this contract, Consultant employs one or more employees, then Consultant shall maintain a workers' compensation plan covering all of its employees as required by Labor Code Sec. 3700, either (a) through workers' compensation insurance issued by an insurance company, with coverage meeting

the statutory limits and with a minimum of \$1,000,000.00 per occurrence for employer's liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of insurance otherwise required by this agreement shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors' compliance herewith.

8. Certificate of Insurance. Prior to the execution of this agreement by TAMC, Consultant shall file certificates of insurance with TAMC's contract administrator evidencing that Consultant has in effect the insurance required by this Agreement. Consultant shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.
9. Maintenance of Records. Consultant shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. Consultant shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.
10. Right to Audit at Any Time. TAMC officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of Consultant or its subcontractors relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.
11. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Consultant shall not disclose any confidential information received from TAMC or prepared in connection with the performance of this Agreement without the express permission of TAMC. Consultant shall promptly transmit to TAMC all requests for disclosure of any such confidential information. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder. When this Agreement expires or terminates, Consultant shall return to TAMC all records, which Consultant utilized or received from TAMC to perform services under this Agreement.
12. Termination. TAMC may terminate this Agreement by giving written notice of termination to Consultant at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. TAMC may terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein. If TAMC terminates this Agreement for good cause, TAMC may be

relieved of the payment of any consideration to Consultant, and TAMC may proceed with the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due Consultant.

13. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
14. Non-discrimination. Throughout the performance of this Agreement, Consultant will not unlawfully discriminate, harass or allow harassment, against any person because of sex, race, color, religious creed, sex, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), denial of family and medical care leave, denial of pregnancy disability leave, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Consultant shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.
15. Disadvantaged Business Enterprises (DBE) Participation. TAMC has established ___% goal for the participation of DBE for this Agreement. However, the Consultant shall be fully informed of DBE requirements in Caltrans Local Assistance Procedures Manual Exhibit 10-I and Caltrans Local Assistance Procedures Manual Exhibit 10-J. These are attached in Exhibit D and Exhibit E.
16. Independent Contractor. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of Consultant's failure to make such payments.
17. Delegation of Duties; Subcontracting. Consultant is engaged by TAMC for its unique qualifications and abilities. Consultant may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to consultant's employees is contemplated herein. No work shall be subcontracted without the written consent of TAMC, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, Consultant shall continue to be liable to TAMC for the performance of all work hereunder. Any work performed by a subcontractor shall be done in conformance with this Agreement, and TAMC shall pay Consultant for the work but not for any markup, including subcontract management, supervision, administrative and other expenses, or reimbursable costs.

Consultant shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without TAMC prior written consent.

18. Agency's Rights in Work Product. All original materials prepared by Consultant in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of TAMC and shall be delivered to TAMC prior to final payment. Consultant may utilize any existing materials developed by Consultant prior to commencement of work under this Agreement, which materials shall remain the property of Consultant.
19. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which TAMC is the grantee, Consultant shall comply with all provisions of such grant applicable to Consultant's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.
20. Conflict of Interest. Consultant warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
21. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
22. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
23. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
24. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for

performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

- 26. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be [NAME and TITLE]; TAMC's designated administrator of this Agreement shall be [NAME and TITLE].
- 27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. Consultant shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To TAMC:

To Consultant:

Tel:
Fax:

Tel:
Fax:

- 28. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.
- 29. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 30. Debarment and Suspension Certification. Consultant's signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with CFR Title 49, Part 29, Debarment and Suspension Certificate which certifies that Consultant or any person associated with Consultant in the capacity of owner, partner, director, officer, or manager is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAMC.
- 31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:
 - Exhibit A – Scope of Work and Work Schedule
 - Exhibit B – Fixed Fee Schedule

Exhibit C – A completed federal W-9 form, Request for Taxpayer identification Number and Certification.

Exhibit D – Caltrans Local Procedures Manual Exhibit 10-I (Notice to Bidders/Proposers Disadvantage Business Enterprise Information)

Exhibit E – Caltrans Local Procedures Manual Exhibit 10-J (Standard Agreement for Subcontractor/DBE Participation)

32. Entire Agreement. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREOF, TAMC and Consultant execute this agreement as follows:

TAMC

CONSULTANT

Consultant's Business Name*

By _____
Debra L. Hale (Signature)

Executive Director

By: _____

(Name/Title: Chair, Pres., or V.P.)*

Dated: _____

Dated: _____

By: _____
(Signature)

(Name/Title: Secy., CFO, or Treas.)*

Dated: _____

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

Approved as to form:

TAMC Counsel

Dated: _____

ATTACHMENT C

REQUIREMENTS FOR CONSULTANTS USING STATE FUNDS

Some or all of the following provisions shall be included in all TAMC contracts utilizing State funding:

1. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code and other applicable statutes and regulations.

2. Project related travel and subsistence and travel expense shall not exceed rates authorized to be paid STATE employees under current State Department of Personnel Administration (DPA) rules.

3. Consultants and subconsultants shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. Consultants and subconsultants accounting systems shall conform to General Accepted accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of consultants and subconsultants shall be maintained for a minimum of three years from the date of final payment to TAMC and shall be held open to inspection and audit by representatives of STATE, the California State Auditor and auditors of the Federal Government. Copies thereof will be furnished by consultants and subconsultants upon receipt of any request made by the STATE or its agents.

4. Consultants and subconsultants shall agree that - (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition System, Chapter 1, Part 3 1, et seq., shall be used to determine the allowability of individual Project cost items and (b) they shall comply with Federal administrative procedures in accordance with 49CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

5. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500, et seq., when applicable, and other matters connected with the performance of TAMC's contracts with third parties pursuant to Government Code Section 8546.7, consultants and subconsultants shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to TAMC.

6. In the performance of work under these provisions, consultant(s) and all subconsultants shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed,

national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or family care leave. Consultant(s) and all subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant(s) and all subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultants and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements. TAMC shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this RFP.

7. Consultant(s) and subconsultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with any applicable fund transfer agreement (FTA).

8. Clauses to effect the California Labor Code requirements that all workers employed on public works projects (as defined in California Labor Code § 1720-1815) will be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations.

ATTACHMENT D

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(Signature)

ATTACHMENT E

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the _____ of the
(local agency) _____, and that the consulting firm of
_____ or its representative has not been required (except
as herein expressly stated), directly or indirectly, as an express or implied condition in
connection with obtaining or carrying out this Agreement to:

- (a) Employ, retain, agree to employ or retain, any firm or person; or
- (b) Pay or agree to pay, to any firm, person or organization, any fee, contribution,
donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of
Transportation (Caltrans) in connection with this Agreement involving participation of Federal-
aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(Signature)