



## **REQUEST FOR QUALIFICATIONS**

### **Transportation Planning and Program Support Bench**

Date Released: January 13, 2022

City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063

Closing Date/Time for Requests for Clarifications: 5:00 P.M. on January 27, 2022

**Statements of Qualifications are due prior to 4:00 P.M., February 17, 2022**

# TABLE OF CONTENTS

## Request for Qualifications

I. Introduction .....	1
Tentative Schedule for Review Process .....	2
II. Project Description and Background .....	3
III. Minimum Qualifications of Personnel .....	4
IV. Submittal of RFQ .....	5
V. SOQ Evaluation .....	10
Appendix A – Preliminary Scope of Work .....	15
Appendix B – Resource Rate Schedule.....	17
Appendix B-1 – Qualifications and References Form .....	18
Appendix C – Sample Agreement.....	19
Appendix D – Federal Requirements .....	38
Appendix E – California Levine Act Statement.....	42

## I. INTRODUCTION

The City/County Association of Governments of San Mateo County (C/CAG), a Joint Powers Agency comprised of each of the 20 cities and the County in San Mateo County, invites your firm to submit a Statement of Qualifications (SOQ) to provide transportation planning and program support services to C/CAG. Through this Request for Qualifications (RFQ), C/CAG will select one or more qualified consultants with which they may contract to provide a wide range of transportation planning, engagement and outreach, program/project development, administration and management, and grant writing services on an as-needed basis. Proposers may apply to be approved for any one or more of the four Service Categories on the Consultant Bench. The Service Categories and potential activities are described in Appendix A, Preliminary Scope of Work.

During the initial term of the Consultant Bench, under any of the following circumstances, the Agencies may issue additional RFQs in cycles in order to select additional consultants to supplement the list of firms already on the Consultant Bench:

- When the volume of anticipated projects cannot be adequately handled by the firm(s) on the Consultant Bench; or
- When there are fewer than three qualified consultants selected and in active standing on the Consultant Bench.

Firms that have already qualified for placement on the Consultant Bench (“Prequalified Firms”) will remain on the Consultant Bench, and will not be required to resubmit a new SOQ in order to maintain their placement on the Consultant Bench. Consultants who are not selected for the Consultant Bench as a result of any RFQ cycle will not be prohibited from submitting a new SOQ in response to any subsequent RFQs issued.

The SOQs submitted in response to this RFQ will be used as a basis for establishing a qualified list of Consultants (Consultant Bench) to be called upon to support specific C/CAG projects or programs. Consultant proposals will be evaluated and ranked according to the criteria provided in Section V, SOQ Evaluation, Item II, Evaluation Criteria.

The RFQ documents for this project are available for download on the C/CAG website at <https://ccag.ca.gov/opportunities/rfpsrfqs/>. Proposers are responsible for checking the website for any Addenda to this RFQ. Responses should be submitted in accordance with the instructions set forth in this RFQ.

Interested firms must submit their Proposal by **4:00 PM on February 17, 2022** in accordance with the instructions contained in the RFQ. Other key RFQ dates are listed in Section I. Introduction, subsection a, Tentative Schedule for Review Process.

Members of the Consultant Bench will be eligible to be selected for contracts funded by a variety of funding sources, including but not limited to the federal Surface Transportation Block Grant, federal Congestion Mitigation and Air Quality grant, Planning, Programming and Monitoring funds, State Transportation Improvement Program funding, Local Partnership Planning grant, and other available federal, state and local funding. As some contracts entered

into as a result of this RFQ may be funded, in whole or in part, with federal funds from the Federal Highway Administration (FHWA), federal requirements shall apply to this procurement. The Consultant are required to follow all pertinent local, state, and federal laws and regulations. **The DBE goal for this project has been set at 18%.** Different or additional requirements may apply based upon the project, funding source, or administering agency.

C/CAG Point of Contact:  
Kaki Cheung  
Program Director  
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Redwood City, CA 94063  
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**a) Tentative Schedule for Review Process**

<b>Date</b>	<b>Description</b>
Thursday, January 13, 2022	RFQ Issued
Thursday, January 27, 2022 at 5:00 P.M.	Closing Date/Time for Requests for Clarifications
Thursday, February 17, 2022 at 4:00 P.M.	Responses to RFQ Due
Week of March 21, 2022	Consultant Interviews (if held)
Thursday, April 14, 2022	Tentative C/CAG Board Approval

Any questions related to this RFQ shall be submitted in writing to the attention of Kaki Cheung via email at [kcheung1@smcgov.org](mailto:kcheung1@smcgov.org). Questions shall be submitted before 5:00 PM on January 27, 2022.

**b) Period of Performance and Budget**

C/CAG has budgeted approximately two-hundred thousand dollars (\$200,000) for transportation planning, engagement and outreach, program/project development, administration and management, and grant writing services. Additional funding may be available in future fiscal years, subject to approval of future C/CAG budgets and the C/CAG Board. The budget for projects will be determined on a per-project basis.

C/CAG expects the resultant Consultant Bench from this procurement will be open from the approval date of the Consultant Bench through April 30, 2024. At the Agency's sole option, the Consultant Bench performance period may be extended for up to two (2) additional years. The period of performance on any contract and or Task Order awarded from the bench will be determined at the time of contract award.

## II. PROJECT DESCRIPTIONS AND BACKGROUND

C/CAG seeks to retain one or more consultant teams (Consultants) to provide a wide range of transportation planning, engagement and outreach, program/project development, administration and management, and grant writing activities funded by multiple local, state and federal funding programs. The selected consultant(s) will assist with development of Priority Development Area (PDA) Investment and Growth Strategy (IGS), help further the goals of San Mateo County's Safe Routes to Schools program, San Mateo County Smart Corridor project and Dumbarton Area Roadway Improvements project, and support administration of grant programs such as the One Bay Area Grant. A preliminary Scope of Work illustrating some of the types of tasks associated with each Service Category is included in this RFQ as Appendix A, Preliminary Scope of Work.

The San Mateo County Priority Development Area (PDA) Investment & Growth Strategy was prepared by the City/County Association of Governments of San Mateo County (C/CAG) in accordance with the requirements of Metropolitan Transportation Commission (MTC). The PDA Investment & Growth Strategy guides transportation investments in support of growth in the San Mateo County PDAs. PDAs are locally-identified areas near existing or planned transit service to accommodate the majority of projected growth in housing and jobs over the coming decades.

The purpose of the San Mateo County Safe Routes to School Program is to encourage and enable school children to walk and bicycle to school by implementing projects and activities that improve the health, well-being, and safety of children and result in less traffic congestion and emissions caused by school-related travel.

The San Mateo County Smart Corridor project is designed to improve mobility of local arterial streets by installing Intelligent Transportation System (ITS) equipment, such as an interconnected traffic signal system, close circuit television (CCTV) cameras, dynamic message signs, and vehicle detection systems, on designated local streets and state routes. The ITS infrastructure provides local cities and Caltrans with day-to-day traffic management capabilities in addressing recurring and non-recurring traffic congestion. The Smart Corridor project maximizes efficiency of the existing transportation network, smoothing traffic flow and leading to improved safety and reduced travel times. Concurrently, the project minimizes the impact of freeway incident traffic on local streets through proactive traffic management.

The Dumbarton Area Roadway Improvements project aims to evaluate concepts for connecting the existing Highway 101 Express Lanes to the Dumbarton Bridge. The study will analyze options to provide managed lane roadway facilities for express buses, other transit, shuttles, and high occupancy vehicles to reduce vehicle congestion, greenhouse gas emissions, and increase person throughput in this congested corridor. Other major goals include analyzing improvements to enhance pedestrian and bike safety, connections to and along the Bayfront for commuting and recreation, and strategies to reduce transportation impacts on the local community.

In 2015, MTC and ABAG approved the OBAG 2 Grant Program, which funds various transportation projects. The OBAG 2 Program is comprised of various transportation categories, such as Local Streets and Roads Rehabilitation Preservation (LS&R), Bicycle and Pedestrian Improvements (BPIP), Transportation for Livable Communities 4 (TLC), Planning, and outreach

activities. The current Program is funded through FY 2022/23. As the County Transportation Agency (CTA) and Congestion Management Agency (CMA) for San Mateo County, C/CAG is the designated agency responsible for administrating the OBAG 2 Program in the County.

This RFQ provides an opportunity for the Agency to contract with any of the Consultants on the Consultant Bench for projects in the RFQ Service Categories listed below based on need. A preliminary scope of work illustrating some of the types of tasks associated with each Service Category is included in this RFQ as Appendix A, Preliminary Scope of Work.

Service Categories:

1. **Comprehensive Planning Support:** develop plans, policies, and programs to be adopted and implemented by C/CAG that encompass comprehensive community goals, including transportation, land use and housing.
2. **Engagement and Outreach:** meaningfully and authentically engage diverse stakeholders in planning and community development processes.
3. **Project/Program Development, Administration and Management:** develop and administer transportation projects and programs, provide project/program oversight, ensure projects/programs are completed in a timely fashion and within budget.
4. **Grant Writing:** assist with completion of federal, state, and other grant applications.

During the initial term of the Consultant Bench, under any of the following circumstances, the Agencies may issue additional RFQs in cycles in order to select additional consultants to supplement the list of firms already on the Consultant Bench:

- When the volume of anticipated projects cannot be adequately handled by the firm(s) on the Consultant Bench; or
- When there are fewer than three qualified consultants selected and in active standing on the Consultant Bench.

Firms that have already qualified for placement on the Consultant Bench (“Prequalified Firms”) will remain on the Consultant Bench, and will not be required to resubmit a new SOQ in order to maintain their placement on the Consultant Bench. Consultants who are not selected for the Consultant Bench as a result of any RFQ cycle will not be prohibited from submitting a new SOQ in response to any subsequent RFQs issued.

### III. MINIMUM QUALIFICATIONS OF PERSONNEL

Statements of Qualifications must demonstrate that the Consultant(s) or Consultant team(s) submitting the Statements meet the following Minimum Qualifications to be eligible for consideration for this RFQ.

1. Proposer must demonstrate to C/CAG’s satisfaction that the firm, a subcontractor, or a

key staff member from either the firm submitting a proposal or a subcontractor who shall be assigned to these programs or projects have at least 2 years of experiences in each of the RFQ Service Category for which they wish to provide qualifications listed under Appendix A, Preliminary Scope of Work.

2. The Proposer has completed at least 2 projects within the past 5 years in each RFQ Service Category for which they wish to provide qualifications described in greater detail in Appendix A, Preliminary Scope of Work.
3. If five or more Individuals are listed across all RFQ Service Categories, the Proposer must list an overall Engagement Manager and state the number of years that Engagement Manager has managed Teams doing similar work (2 years minimum). The Engagement Manager will be responsible for coordinating work of Proposer and any Subcontractors across all RFQ Service Categories and ensuring that adequate staffing is available for all projects contracted through this Bench. The Engagement Manager need not have experience in all RFQ Service Categories. If an Engagement Manager is required, Proposer must list that same Individual on each tab for each RFQ Service Category for which Proposer wishes to be considered.
4. If five or more Individuals are listed for any single RFQ Service Category, in addition to naming an overall Engagement Manager, Proposer must also name a Lead Staff Member for each RFQ Service Category for which Proposer wants to qualify and must state the number of years of experience that the Lead Staff Member has in each RFQ Service Category (2 years minimum) for which Proposer wishes to qualify. If qualified, the same Lead Staff Member can be named in up to three RFQ Service Categories.

## IV. SUBMITTAL OF RFQ

These guidelines are provided for standardizing the preparation and submission of SOQs by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their SOQs, to simplify the review process, and to help assure consistency in format and content.

### 1. Submittal Requirements

Consultants must submit one (1) electronic copy of the Proposal. Each page shall be 8.5" x 11" or 11" x 17". Each page shall be sequentially numbered, and a table of contents shall be provided.

Any SOQs received prior to the time and date specified above may be withdrawn or modified by written request of the Proposer. To be considered, however, the modified Proposal must be received prior to 4:00 P.M., February 17, 2022.

Unsigned SOQs signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

### 2. General Conditions

- This RFQ does not commit C/CAG to award a contract or to pay any costs incurred by any Proposer in the preparation of a Proposal in response to this RFQ.
- Only one Proposal will be accepted from any one person, partnership, corporation, or

other entity; however, several alternatives may be included in one response.

- C/CAG reserves the right to accept or reject all SOQs submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of C/CAG to do so. Furthermore, a contract award may not be made based solely on price.
- The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by C/CAG.
- If the selected Proposer fails to enter into a contract with C/CAG in a timely manner as determined by C/CAG, C/CAG reserves the right to reject the Proposal and enter into a contract with the next highest scoring Consultant.
- The work shall comply with the requirements of all federal, state and local laws without limitation, and shall apply to this RFQ and any subsequent contract as though incorporated herein by reference.
- The Consultant shall comply with all insurance requirements of C/CAG, included in the sample agreement in Appendix C, Sample Agreement.

### 3. Form of SOQ

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

Page limits, where specified, are measured in single-sided pages on 8.5x11 inch paper, though Proposer's may use different page sizes if desired. Pages may be submitted in landscape format where appropriate. Page limits are not strict limitations and are recommendations only, though clarity is essential and will be considered in assessing the Proposer's capabilities. Scans of signatures, or electronic signatures may be submitted wherever a signature is required.

If applicable, for SOQs in which the firm is applying to multiple Service Categories, Proposers must clearly explain throughout their materials, what information is being provided for consideration for which Service Category. For example, when discussing proposed staff, Proposer may state, "For Service Category X, Firm proposes the following staff...For Service Category Y, Firm proposes the following staff." Additional requirements may apply for specific certain Service Categories.

Each SOQ must include the following:

#### A. **Technical Proposal**, consisting of the following:

##### a. Transmittal Letter

Proposals must include a transmittal letter no longer than 3 pages single spaced signed by an official authorized to solicit business and enter into contracts for the proposer. The Transmittal Letter should include:



- i. Name and telephone number of a contact person, if different from the signatory.
- ii. Acknowledgement of receipt of this RFQ and any Addendum to the RFQ
- iii. Indication that the SOQ is a firm offer to enter into a contract to perform work related to this RFQ for a period of 120 days from the due date for Proposals.
- iv. Indication of whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts.
- v. A short narrative description of the Proposer's background, philosophy of work, and characteristics that make the Proposer uniquely well-suited to deliver the services sought by this RFQ.
- vi. Description of status as a certified Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and/or Small Business Enterprise (SBE) and/or commitment to advancing equity demonstrated by (if applicable):
  - Certification as a Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and/or Small Business Enterprise (SBE).
  - Consistent involvement of MBEs, DBEs, and SBEs in previous consulting contracts.

b. Title Page

Include a title page that includes the RFQ subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date. The Title Page should also identify which RFQ Service Category or Categories to which the firm is applying.

c. Table of Contents

Include a table of contents that includes a clear identification of the material by section and page number.

d. Qualifications and References Form

- i. Proposals must include electronic submission of the Qualifications and References Form (Appendix B-1) to demonstrate qualifications in each RFQ Service Category for which Proposers wish to be considered. If more than one Individual, Firm, or Academic Institution are applying jointly as a Team, they must all be listed on a single Qualifications and References Form spreadsheet. One Team member must be identified as the Primary Consultant to execute a contract with the hiring agency and other members of the Team shall be identified as Subconsultants to execute contracts with the Primary Consultant.
- ii. If Proposer is an Individual Proposer, use only one row to demonstrate all Minimum Qualifications in each RFQ Service Category for which you wish to be considered. If a Firm or Academic Institution is proposing, use one row per Individual who will be providing services in this RFQ Service Category. Experience and Projects of all Individuals listed will be considered collectively to determine if Minimum Qualifications have been met in each RFQ Service Category. It is not necessary for each Individual to demonstrate all Minimum Qualifications. However, a Firm or Academic Institution cannot qualify based on Experience or Projects of Individuals other than those Individuals listed.
- iii. If five or more Individuals are listed across all RFQ Service Categories, the Proposer

- must list an overall Engagement Manager and state the number of years that Engagement Manager has managed Teams doing similar work (2 years minimum). The Engagement Manager will be responsible for coordinating work of Proposer and any Subcontractors across all RFQ Service Categories and ensuring that adequate staffing is available for all projects contracted through this Consultant Bench. The Engagement Manager need not have experience in all RFQ Service Categories. If an Engagement Manager is required, Proposer must list that same Individual on each tab for each RFQ Service Category for which Proposer wishes to be considered.
- iv. If five or more Individuals are listed for any single RFQ Service Category, in addition to naming an overall Engagement Manager, Proposer must also name a Lead Staff Member for each RFQ Service Category for which Proposer wants to qualify and must state the number of years of experience that the Lead Staff Member has in each RFQ Service Category (2 years minimum) for which Proposer wishes to qualify. If qualified, the same Lead Staff Member can be named in up to three Service Categories.
  - v. There are several tabs in the Qualifications and References Form spreadsheet including:
    - Instructions
    - Glossary
    - Title Page
    - Sample Tab illustrating how to properly complete the remaining tabs
    - Tabs corresponding to each of the four Service Categories in the RFQ.

Proposers must complete the Title Page tab and each tab corresponding to a RFQ Service Category for which they wish to submit qualifications. Each RFQ Service Category Tab is formatted exactly the same to make it easy to copy, paste and edit qualifications across Service Categories as appropriate. Proposers should review the Instructions and Glossary tabs for definitions of important terms before beginning work on the spreadsheet. Orange-colored column headings indicate that a Proposer must enter information in that column. Gold-colored column headings indicate optional other qualifications that the Proposer may choose to provide. Grey-colored column headings are only for use for the Evaluation Panel and should not be completed by the Proposer.

e. Resumes and Organizational Chart

Proposer must attach resumes for each individual listed in the Qualifications and References Form. If Proposer is a Firm, Academic Institution, or Team, include an organizational chart for each entity and organizational information not to exceed one page for each entity.

f. Summary of Contracts

Provide a summary of all contracts your firm (including subcontractors) has held with C/CAG in the past three years, including a brief description of the scope of work, the contract amount, and date of execution. Performance on any C/CAG contract within the past three years may be considered as reference information.

#### **4. Work Samples**

Proposers must submit two written samples of work product. The samples must be relevant to one or more of the RFQ Service Categories for which Proposer wishes to submit qualifications. If a Team is proposing, one of the samples must be from the Primary Consultant. No more than a

total of two samples will be considered regardless of whether the Proposer is an Individual or a Team.

### **5. Resource Rate Schedule**

Using the form provided in Appendix B, Resource Rate Schedule, please provide Proposer's fully loaded hourly rates and a description of all charges that would be passed on to C/CAG. For hourly rates, indicate when rates are due to change, any basis for the change, and approximately how much they can be expected to change each year.

### **6. Conflict of Interest Requirements**

The proposing Consultant shall disclose any financial, business or other relationship with C/CAG that may have an impact upon the outcome of the contract. The Consultant shall also list current clients, such as San Mateo County cities, who may have a financial interest in the outcome of this contract. The proposing Consultant shall disclose any financial interest or relationship with any local jurisdiction.

The Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest suggested above.

If a Consultant discovers a conflict during the execution of an assigned task, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The C/CAG Project Manager may terminate the Task Order involving the conflict of interest and C/CAG may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify C/CAG Project Manager may be grounds for termination of the contract for default.

### **7. 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.

### **8. Contract Agreement**

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Appendix C, Sample Agreement.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for one-hundred twenty (120) days following the date proposal submittals are due.

### **9. Required Forms:**

#### **A. California Levine Act Statement**

Submit the C/CAG signed Levine Act statement. (Appendix E)

#### **B. Federal-Aid Provisions**

The prime proposer and all subconsultants with subcontracts of \$25,000 or more must completed federal-required certifications in Appendix D, Federal Requirements, related to lobbying. Specifically, Local Assistance Procedures Manual (LAPM) Form 10-Q, Disclosure of Lobbying Activities must be submitted.

Disadvantaged Business Enterprise (DBE) information (Exhibit 10-01 Consultant Proposal

DBE Commitment, Exhibit 10-O2 Consultant Contracts DBE Commitment and Exhibit 15-H: DBE Information- Good Faith Effort) are not required at time of SOQ submittal, but may be required at the time of later procurement and award.

Consultant shall demonstrate familiarity of providing services for federally funded projects and have a clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

### **C. Insurance Provisions**

Submit a signed acknowledgement, for Proposer only, that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Appendix C, Sample Agreement, Section 11, Insurance, within ten (10) days of C/CAG's notice to firm that it is the successful Proposer.

### **D. Taxpayer Identification Number and Certification**

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

## **V. SOQ EVALUATION**

### **I. Evaluation Process**

All proposals will be evaluated by a C/CAG Selection Committee (Committee). The Committee may be composed of C/CAG staff and other parties that may have expertise or experience in the services requested herein. An initial assessment will be made to ensure that the submittal is compliant with the RFQ requirements and contains the required forms and information. The C/CAG Project Manager will review the SOQs to ensure that each SOQ meets the Minimum Qualifications of Personnel set out in Section III, Minimum Qualifications of Personnel in this RFQ. Proposers failing to meet the Minimum Qualifications will not be considered. A SOQ that fails to include one or more items requested in Section IV, Form of SOQ may be considered responsive, if evaluation in every criterion is possible. The Agency reserves the right to request additional information from responsive Proposers prior to evaluation. An incomplete Proposal will be disqualified at the option of C/CAG.

If the RFQ provides for separate Service Categories, each proposer's application for approval for a certain Service Category will be evaluated separately from the other Service Categories. For example, if a proposer applies for Service Categories 1, 3 and 4, the firm will be evaluated three times – once for each of the three categories separately for admittance into any one or all three of the categories. The evaluation of the SOQs shall be within the sole judgment and discretion of the evaluation panel. All contacts during the evaluation phase shall be through the C/CAG 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 selection process may include oral interviews. If oral interviews are required, 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. The evaluation criteria for the oral interviews are included below. Proposer should note approximate week of interviews in Section I. Introduction, a) Tentative Schedule for Review Process.

## **II. Evaluation Criteria**

For each proposed RFQ Service Category, responsive SOQs shall be evaluated based on the following evaluation factors, with their relative importance indicated by percentages:

- Proposers' total number of years of experience (2 minimum) in Service Category: 20%
- Proposers' total number of projects (2 minimum) in Service Category: 20%
- Hourly rates: 10%
- Bay Area experience in Service Category: 10%
- Quality and relevance of all projects listed in Service Category: 40%

## **III. Proposer Interviews**

Following the initial evaluation of SOQs, the Committee may elect to recommend a list of qualified firms for inclusion on the Consultant Bench with or without interviews, or may develop a short list of Proposers to be considered for selection. Oral interviews will be held with short-listed Proposers. If a short list is developed, Proposers that were not selected for the short list will be notified; however, the evaluation record shall remain confidential until the C/CAG Board authorizes award.

Following the evaluation, the Committee may elect to recommend for inclusion on the Consultant Bench a list of Consultants in one or more of the following RFQ Service Categories listed under Section II. Project Descriptions and Background:

- Comprehensive Planning Support
- Engagement and Outreach
- Project/Program Development, Administration and Management
- Grant Writing

The Agencies reserves the right to not convene interviews and to make an award based on written Proposals alone. Proposers should submit on the most favorable terms. References may be contacted at any point in the evaluation process. Further, C/CAG reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in SOQs, and to request additional information from one or more the Proposers. Any award made will be made to the Proposer(s) whose SOQ is the most advantageous to C/CAG, based on the evaluation criteria listed above. During the evaluation, any potential conflicts of interest will be considered. C/CAG may request additional information from any Proposer that appears to have an organizational conflict of interest, including its plan to mitigate any such conflicts. C/CAG will not award a contract to a Proposer with an actual conflict of interest, or with an apparent conflict of interest that cannot be adequately mitigated, in C/CAG's sole opinion.

## **IV. Recommendation for Contract Award**

The Selection Committee will recommend the selected Proposer(s) to the C/CAG Executive Director, based on their evaluation of the written proposals or oral interviews or discussions (if held). The Executive Director will review the recommendation and, if agreed, staff will forward the recommendation to the C/CAG Board of Directors, which authorizes award.

## **V. Assigning Work**

Contracts awarded by C/CAG may include a specific scope of work based on the areas identified in Appendix A, Preliminary Scope of Work or be Task Order based. C/CAG reserves the right in its sole discretion to determine which panel Consultant's qualifications, experience, available resources, ability to perform according to the required schedule, and hourly rates best suit each project. The Agency reserves the right to issue a mini-Request for Qualifications or mini-Request for Proposal (mini-RFQ or mini-RFP) prior to contract or task order award. The mini-RFQ or mini-RFP award will be made based on the evaluation factors listed in the mini-RFQ or mini-RFP. Selection to be on the Consultant Bench will not necessarily result in award of any contract or task order work.

## **VI. Selection Disputes**

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

1. No later than 5:00 p.m. on the third business day prior to the date Responses to RFQ are due, for objections to RFQ provisions; or
2. No later than 5:00 p.m. on the third business day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 5:00 p.m. on the third business day after the date on which the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the C/CAG Board of Directors authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for C/CAG staff to recommend a resolution to the C/CAG Executive Director.

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

Authorization to award an agreement to a particular Proposer by C/CAG shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the C/CAG Executive Director or, if the decision of the C/CAG Executive Director is appealed, the issuance of the C/CAG Board of Directors' decision.

## **VII. Public Records**

This RFQ and any material submitted in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code §6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to C/CAG will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any proposal content contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that C/CAG withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information, if any, required to be submitted under Section IV, Submittal of RFQ, subsection 1, Submittal Requirements of this RFQ, as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, including financial information submitted under Section IV, Submittal of RFQ, subsection 1, Submittal Requirements of this RFQ marked along the right margin with a vertical line, contain technical or financial information that constitute trade secrets and/or that, if disclosed, would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used for review by C/CAG only, but understands that exemption from disclosure will be limited by C/CAG's obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this proposal, C/CAG shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. By submitting a proposal with portions marked as confidential or proprietary, a Proposer represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required proposal forms or the cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the proposal requests that C/CAG withhold such data from disclosure and C/CAG complies with the Proposer's request, the Proposer shall assume all responsibility for redacting the proposal; defending any challenges resulting from the non-

disclosure; indemnifying, defending C/CAG and holding C/CAG harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys' fees that may be awarded to the party requesting such Proposer information); and paying any and all costs and expenses relating to the withholding of the Proposer information. Proposer agrees that C/CAG's sole involvement in any litigation resulting from C/CAG's withholding of records shall be to retain the records until otherwise ordered by a court.

If the Proposer does not follow all of the requirements in this section for withholding proprietary information as exempt from disclosure under the California Public Records Act, C/CAG shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against C/CAG or its Board Members, committee members, employees or agents in connection with such disclosure.

### **VIII. Key Personnel**

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



## APPENDIX A PRELIMINARY SCOPE OF WORK

The City/County Association of Governments of San Mateo County (C/CAG) seeks to retain one or more consultant teams (Consultants) to provide transportation planning, engagement and outreach, project/program development, administration and management, and grant writing services on an as-needed basis. The successful Consultant(s)' preliminary Scope of Work is listed below. All required services performed will be authorized by Task Order.

1. **Comprehensive Planning Support:** develop plans, policies, and programs to be adopted and implemented by C/CAG that encompass comprehensive community goals, including transportation, land use and housing. Tasks may include assisting with Priority Development Area (PDA) Investment and Growth Strategy (IGS) related activities. Support may include, but is not limited to, reviewing of local planning documents and engaging with local agency staff. Consultant may also assist with developing and implementing transportation policies and planning for infrastructure projects, including active transportation, Senate Bill 743 implementation, and emerging mobility.
2. **Engagement and Outreach:** meaningfully and authentically engage diverse stakeholders in planning and community development processes. Tasks may include media and communication, public participation, focus groups, community surveys, and supporting community-based organizations.
3. **Project and Program Development, Administration and Management:** develop and administer transportation programs and projects. Tasks may include providing support for active transportation projects aimed at making it safer, more accessible and attractive for people of all ages and abilities to walk and bike. Other assistance may include, but is not limited to, administration of the San Mateo County Safe Routes to School program, providing technical support for walking audits, and participating in regional safety data discussions surrounding vision zero.

In addition, the consultant may be tasked to provide programmatic support for the San Mateo County Smart Corridor project. Activities may include assistance with drafting agency agreements and contracts, in addition to preparing permit applications. The Consultant may also be tasked to review design plan submittals; coordinate with project stakeholders, such as Caltrans and local cities, on Smart Corridor operational and maintenance needs; and develop procurement documents for technology-based intelligent transportation system strategies for arterial safety and mobility. Other work scope may include preparation of federal/state funding requests, evaluation of data and performance, analyses of benefit/cost and emissions to evaluate before/after conditions and fostering transportation public private partnerships for effective incident management.

The Consultant may be tasked to provide oversight of the Dumbarton Area Roadway Improvements project. Activities may include managing consultants who would conduct

a feasibility study and prepare a Project Initiation Document/Project Study Report; coordinating and engaging with a variety of public and private stakeholders and local communities, and ensuring that the project is completed in a timely fashion and within budget.

C/CAG may also request the Consultant to conduct research on the performance of the State Transit Assistance (STA) block grant and Lifeline Transportation Program, identify trends and develop recommendations for future funding cycles.

The Consultant may assist C/CAG staff with evaluation of project proposals for the following programs: Lifeline Transportation Program (March 2022 through April 2022) and One Bay Area Grant (OBAG) 3 Program (March 2022 through December 2022). Activities include, but not limited to, assisting with grant application development, researching eligible projects, releasing calls for projects, screening of grant applications for eligibility, coordinating with committees on grant selection, and submitting necessary documents to MTC or other funding agencies. The Consultant may present funding recommendations to the respective C/CAG Committees and Board of Directors.

Other tasks may include utilizing open data to deliver innovative projects and inform and improve program outcomes; and providing program design and implementation services to encourage mode shift, including behavior change campaigns and targeted marketing.

4. **Grant Writing:** assist with the completion of federal, state, and other grant applications. Tasks may include preparations of Active Transportation Program Grant applications, SB1, Sustainable Transportation Planning Grant applications, RAISE discretionary grant applications and more.

## APPENDIX B RESOURCE RATE SCHEDULE

**Posted as separate document**, See C/CAG website at <https://ccag.ca.gov/opportunities/rfpsrfqs/>

Proposers must provide a detailed schedule of the Proposer’s and subconsultant(s) fully-loaded hourly rates. In Appendix B, Resource Rate Schedule, separate forms are provided in separate tabs in the MS Excel File for each service category to which the Proposer is applying. Fully loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies. Rates indicated shall be firm for the period specified and any annual rate escalation shall not exceed 3%. Detailed breakdowns of the fully-loaded hourly rates may be required at a later time in response to projects issued to the Bench.

Refer to the table below for specific instructions on areas referenced on the form. Please note that Red text on the form is used for example or informational purposes only, and should be removed by Proposers when completing the form.

Reference	Instructions
[1]	State the Name and Address of the Prime proposer firm.
[2]	Identify the Service Category to which the rates apply.
[3]	Identify and list all General Classifications for the project in the gray rows.
[4]	In new rows under each General Classification, identify and list any corresponding Key Personnel in the white rows.
[5]	State Effective Date ranges for hourly rates.
[6]	State the fully burdened billing rate for each General Classification and Key Personnel. For General Classifications, indicate the maximum rate that would be applied for staff proposed for that Classification. For Key Personnel, indicate the fully burdened billing rate that applies to that key personnel. Hourly rates for Key Personnel must not exceed the applicable Maximum Hourly Rate for the General Classification.
[7]	State an escalation rate that will be applied at the end of the corresponding Effective Date period. The escalation rate is limited to 3%. Calculate the Fully Burdened Billing Rate for each Effective Date Period.
[8]	Identify each subconsultant firm. Repeat items [3] through [7] above for each subconsultant firm to identify the fully-loaded hourly rates for each subconsultant firm.

**The contracts resulting from this RFQ will be based upon the specific project requested, and will be firm fixed price with payment based on C/CAG satisfactory deliverables, time and materials-based, cost reimbursement with ceiling, task order-based, or any combination thereof.**

**APPENDIX B-1  
QUALIFICATIONS AND REFERENCES FORM**

**Posted as separate document, See C/CAG website at <https://ccag.ca.gov/opportunities/rfpsrfqs/>**

## APPENDIX C SAMPLE AGREEMENT

### AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND [CONSULTANT NAME]

This Agreement is entered this [DAY] of [MONTH], [YEAR], by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and [CONSULTANT NAME], hereinafter called “Consultant.”

**WHEREAS**, C/CAG, is the Congestion Management Agency for San Mateo County [OR OTHERWISE DESCRIBE APPLICABLE C/CAG ROLE]; and

**WHEREAS**, C/CAG has determined assistance is needed to [PROJECT TITLE OR DESCRIPTION]; and

**WHEREAS**, the purpose of [PROJECT TITLE], herein referred to as the “PROJECT”, is to provide transportation planning and program support services to C/CAG; and

**WHEREAS**, C/CAG has determined that Consultant has the requisite qualifications to perform this work; and

**WHEREAS**, the total amount available to Consultant under this Agreement is not to exceed \$[AMOUNT]; and

**WHEREAS**, [ADJUST THIS CLAUSE AS NECESSARY] by adoption of [RESOLUTION #], the C/CAG Board of Directors approved the [PROGRAM/PROJECT] and authorized the C/CAG Chair to execute agreements with the Consultant to provide [NATURE OF SERVICES] to assist C/CAG and its 21 member agencies for [X]-year terms, and further authorized the C/CAG Executive Director to negotiate final terms of the Agreement, subject to legal counsel review prior to execution, in a cumulative amount not to exceed \$[AMOUNT].

**NOW, THEREFORE, IT IS HEREBY AGREED** by the parties as follows:

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant shall provide services described in Exhibit A, *Scope of Work* attached hereto (the “Services”).

In the performance of its services, Consultant represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents that it carries and will

maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, and in any subsequent task orders executed under the governance of this Agreement, C/CAG shall reimburse Consultant on a deliverable basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed [COST, SPELLED OUT] (\$[COST, NUMBER]), as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants' costs (including mark-up), travel, equipment, materials and supplies, expenses, and any fixed fee.

Consultant will be reimbursed promptly upon receipt by C/CAG Project Manager of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each deliverable or each task as applicable, note the percentage of deliverables completed and identify the expenditures. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG. Invoices shall follow the format stipulated for the approved Exhibit B, *Project Budget and Schedule* and shall reference this Agreement project title. Final invoice must contain the final cost and all credits due C/CAG and is subject to the withholding described in Section 10. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed or emailed to C/CAG Project Manager at the following address:

City/County Association of Governments of San Mateo County  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: [NAME]  
[EMAIL]

- 2.1. **Progress Reports and Meetings.** Consultant shall submit progress reports at least once a month during the term of this Agreement. The progress report should be sufficiently detailed for the C/CAG Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. Consultant's Project Manager shall meet with C/CAG Project Manager, as needed, to discuss progress on the Scope of Work.
3. **Key Personnel.** The key personnel to be assigned to this work by Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, *Key Personnel Assignments*, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in

the hours provided to the Project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 17. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.

4. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.
5. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.
6. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director’s prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
7. **Contract Term/Termination.** This Agreement shall be in effect as of [DATE], and Consultant shall commence work after notification to proceed by C/CAG Project Manager, and the Agreement shall terminate on [DATE]; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days’ notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this Section, Consultant shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work completed to the work required by the Agreement.
8. **Cost Principles and Administrative Requirements.**
  - a. The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
  - b. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- c. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to C/CAG.
- d. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

9. **Hold Harmless/Indemnity.**

- a. *General.* Consultant shall indemnify and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

This indemnification provision will survive termination or expiration of this Agreement.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses



(including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Consultant's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant's option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**10. Disadvantage Business Enterprises (DBE) Participation.**

- a. Consultant, subrecipient (C/CAG), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, C/CAG shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers. The contract DBE goal for this Agreement is [DBE PERCENTAGE]%.

Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is

Consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the C/CAG in a good faith effort to achieve California's statewide overall DBE goal.

- b. The goal for DBE participation for this Agreement is 25%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- c. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information –Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- d. Contract Assurance

Under 49 CFR 26.13(b):

Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall

carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (C/CAG) deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying Consultant from future proposing as non-responsible

e. Termination and Substitution of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains C/CAG's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without written authorization from C/CAG. Unless C/CAG's written consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid (Exhibit B, *Project Budget and Schedule* and Exhibit C, *Key Personnel Assignments*).

C/CAG authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. C/CAG stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet C/CAG's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice to Consultant and C/CAG from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. C/CAG determines other documented good cause exists.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the

notice and advise Consultant and C/CAG of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.
3. Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

The C/CAG's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

To implement C/CAG's monitoring and enforcement mechanism, Consultant is required to:

1. Notify C/CAG's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Local Assistance Procedures Manual (LAPM) Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, Consultant shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to C/CAG. Upon work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Local Assistance Procedures Manual (LAPM) [Exhibit 17-Q](#) form, and submit the form to C/CAG within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Local Assistance Procedures Manual (LAPM) [Exhibit 17-F](#) Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, and submit it to C/CAG within 90 days of acceptance of the work under the contract. C/CAG will withhold \$10,000 of any

final payment until the form is submitted. C/CAG will release the withholding upon receipt of the completed form.

In C/CAG's reports of DBE participation to Caltrans, C/CAG must display both commitments and attainments.

- g. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- h. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- i. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- j. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid to each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- k. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes shall be reported to C/CAG's Project Manager within thirty (30) calendar days.

- l. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th day of the following month, the Consultant shall complete and email the [Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments](#) to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to C/CAG.
- m. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

11. **Insurance.**

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- b. *Workers' Compensation and Employer Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.
- c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.
- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers' Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.
  
13. **Non-discrimination.** Consultant and any subconsultants performing the services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
  
14. **Debarment and Suspension Certification.**
  - a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
    2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
    3. Does not have a proposed debarment pending; and
    4. 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.
  - b. Any exceptions to this certification must be disclosed to C/CAG. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
  - c. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.
15. **Substitutions.** If particular persons or classifications are identified in Exhibit C as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Project Manager or a designee. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Project Manager or a designee.
16. **Sole Property of C/CAG.** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
17. **Record Retention; Right to Monitor and Audit.**
- a. For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and C/CAG shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. C/CAG, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.



- b. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.
- c. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.
- d. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### 17.1. **Audit Review Procedures**

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by C/CAG.
- b. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by C/CAG of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by C/CAG will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- d. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, C/CAG, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by C/CAG Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by C/CAG at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, C/CAG or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- e. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the C/CAG Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, C/CAG will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

    - a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
    - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
    - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
  2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
  3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this

event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to C/CAG final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of C/CAG; and, (3) IOAI has issued its final ICR review letter. The Consultant **MUST SUBMIT ITS FINAL INVOICE TO C/CAG** no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between C/CAG and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.
18. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
19. **Lobbying.** Consultant agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.
20. **Merger Clause; Amendments.** This Agreement, including all Exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto regarding the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent amendments shall be in writing and signed by the C/CAG Chair. In the event of a conflict between the terms, conditions or specifications set forth herein and those in the exhibits attached hereto, the terms, conditions or specifications set forth herein shall prevail.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
22. **Notices.** All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: [NAME]

Notices required to be given to Consultant shall be addressed as follows:

[CONSULTANT NAME]  
[ADDRESS]  
[ADDRESS]  
Attention: [NAME]

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

**[NAME] (Consultant)**

By \_\_\_\_\_  
Date

**City/County Association of Governments of San Mateo County (C/CAG)**

By \_\_\_\_\_  
Sean Charpentier  
C/CAG Executive Director  
Date

By \_\_\_\_\_  
Melissa Andrikopoulos  
C/CAG Legal Counsel  
Date

Exhibit A

Scope of Work

**Exhibit B**

**Project Budget and Schedule**

Project schedule and Hourly billing rates and staff for CONSULTANT and SUBCONSULTANT(S) are included on the following pages.

Exhibit C

Key Personnel Assignment

## APPENDIX D FEDERAL REQUIREMENTS

[In the event a project funded in whole or in part with federal funds is solicited to the Bench, the following Federal Requirements below will apply. For purposes of the bench selection for this Request for Qualifications, proposers only need to complete Local Assistance Procedures Manual (LAPM) Form 10-Q, Disclosure of Lobbying Activities, Disadvantaged Business Enterprise (DBE) information (Exhibit 10-O1 Consultant Proposal DBE Commitment, Exhibit 10-O2 Consultant Contracts DBE Commitment and Exhibit 15-H: DBE Information- Good Faith Effort) are not required at time of SOQ submittal, but may be required at the time of later mini-procurement or solicitation.]

Federally-required contract provisions are listed below and in Appendix C, *Sample Agreement*. In addition, the federal requirements in this Appendix D shall apply to any contract resulting from this RFQ.

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

**C/CAG has established Disadvantaged Business Enterprise (DBE) goal of 18% for contracts entered into as a result of this procurement.**

### 1. TERMS AS USED IN THIS DOCUMENT

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

### 2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other Small Businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other Small Businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure by Consultant to carry out



these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as C/CAG deems appropriate.

- B. Consultants are encouraged to use services offered by financial institutions owned and controlled by DBEs.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

### **3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, *Exhibit 10-01*, "Local Agency Consultant DBE Commitment" form and *Exhibit 15-H*, "Consultant/Contractor Good Faith Effort" form shall be included in the procurement document. In order for a Consultant to be considered responsible and responsive, the Consultant must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Consultant must document adequate good faith efforts. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

*Exhibit 10-01*, "Local Agency Consultant DBE Commitment" form and *Exhibit 15-H*, "Consultant/Contractor Good Faith Effort" form shall be included with the procurement document. The purpose of the forms is to collect data required under 49 CFR 26. These forms collect all DBE participation. Even if no DBE participation will be reported, the successful Consultant must execute and return the forms.

### **4. DBE PARTICIPATION GENERAL INFORMATION**

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE Consultant not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The Consultant is a DBE and will meet the goal by performing work with its own forces.
  - 2. The Consultant will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The Consultant, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The Consultant shall list only one subcontractor for each portion of work as defined in its SOQ and all DBE subcontractors should be listed in the bid/cost SOQ list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.
- H. A DBE firm may be terminated only with prior written approval from C/CAG and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting C/CAG consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
  - Click on *Search for a DBE Firm* link
  - Click on *Access to the DBE Query Form* located on the first line in the center of the page
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access: DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required

under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, that is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## **7. Final Report**

Upon completion of the contract, a summary of these records shall be prepared and submitted on *Exhibit 17-F, Final Report – Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants*”, certified by Consultant or Consultant’s representative and shall be furnished with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in a twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory final utilization report is submitted to C/CAG.

## APPENDIX E CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any City/County Association of Governments of San Mateo County (C/CAG) Board Member from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires a member of the C/CAG Board who has received such a contribution to disclose the contribution on the record of the proceeding.

A list of C/CAG Board members can be found at <https://ccag.ca.gov/committees/board-of-directors-2/>. Proposers are responsible for accessing this link to review the names prior to answering the following questions.

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 C/CAG Board Member in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES  NO

If yes, please identify the Board Member(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any C/CAG Board Member in the three months following any Board action related to this contract?

YES  NO

If yes, please identify the Board Member(s):

Answering yes to either of the two questions above does not preclude the C/CAG from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

\_\_\_\_\_ Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Type or write name of authorized individual

\_\_\_\_\_  
Type or write name of company