

4/7/2010

RFP NO. 2010 R-1

**Development of the South Bay Measure R Highway Fund
2010-2020 Implementation Plan & Program/Project Management Services**

South Bay Cities Council of Governments

NOTES:

Deadline for submittal is close of business (5:00 PM) **May 18, 2010.**

Pre-bid Conference: **Monday, April 19 from 10:00am to Noon** at:
**City of Manhattan Beach Police/Fire Conference Room, 1400 Highland Avenue
Manhattan Beach, CA 90266**

Consultants interested in attending should advise the SBCCOG, by e-mail to
kim@southbaycities.org of their interest in attending, no later than close of business,
Thursday, April 15, 2010.

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I. OVERVIEW

The South Bay Cities Council of Governments (SBCCOG) is seeking consultant services to develop an Implementation Plan and provide Program/Project Management for the South Bay Measure R Highway Program. The initial term of this engagement is expected to be three years, with funding provided from South Bay Measure R Highway funds, subject to annual budget actions by the Los Angeles County Metropolitan Transportation Authority (Metro).

Measure R is a 1/2-cent sales tax approved by Los Angeles County voters in November 2008 to meet the transportation needs of Los Angeles County. Metro oversees the distribution of the funds. The South Bay will receive \$906 million (unescalated 2008 \$\$) over the 30- year life of Measure R. This allocation is in addition to individual city allocations from the Local Return portion of the funding. Further information can be found at <http://www.metro.net/projects/measurer/>.

The Measure R Ordinance specifies that South Bay Highway funds are to be used to complete operational freeway ramp and interchange improvements (per the Measure R Expenditure Plan) on four freeways: I-405, I-110, I-105, and SR-91. *Capacity enhancements are eligible but must demonstrate freeway operational benefits. Projects on parallel “reliever” corridors may be eligible but must demonstrate a functional nexus to freeway operations.*

Although Measure R is providing a significant amount of funding to the South Bay, it is the intent of the SBCCOG that this scope of work includes an emphasis on leveraging the Measure R funds with other available and possible new revenue sources. Strategies for achieving this objective should be developed in a cooperative fashion involving the SBCCOG Board of Directors representing the South Bay cities, as well as Metro.

Summary of Services

Four principal activities are envisioned, as described herein. They are:

- **Implementation Plan:** Building on previous work by the SBCCOG, South Bay cities, Metro, and Caltrans, develop an Implementation Plan for the South Bay Measure R Highway Program.
- **Project Development Activities:** Establish a collaborative process with the SBCCOG, cities, Caltrans, and Metro for determining the lead agency for specific projects as well as who actually prepares the pre-final design work (Caltrans, local

agency or, in some cases, the SBCCOG Program/Project Management Consultant). Work with cities to complete all pre-final design work including PSRs, Project Reports, and Environmental Documents as necessary and requested so that projects are ready for programming for final design and construction.

- **Program/Project Monitoring System (PPMS):** Develop and manage a web-based Program/Project Monitoring System to:
 - Track and periodically report on overall progress of the South Bay Measure R Highway Program; and,
 - Track the progress of individual projects so as to identify, in a timely fashion, when projects are encountering technical or process difficulties that may warrant special attention and assistance by the Program/Project Management Consultant. As part of this tracking, the Consultant will provide on-going QA/QC assistance to implementing agencies to help ensure schedule and budget adherence.

It should be noted that Metro is going to contract with Oracle for a new information management system for Measure R. The PPMS should be able to effectively interface with the new Metro system.

- **Assistance to Implementing Agencies:** On a Task Order basis, provide technical/process assistance to implementing agencies on projects which are “red flagged” by the Program/Project Monitoring System.

The SBCCOG wishes to take a systems approach at the corridor and/or area level in cases where there is a functional nexus among a group of projects in a city or specific geographic area to ensure that maximum operational benefits are achieved for the investments being made. That said, it is critical that the Implementation Plan be exactly that; i.e., that it results in identification and implementation of specific projects on an accelerated schedule.

Implementation Plan Development

Development of the Implementation Plan will include, but may not be limited to:

- 1) Identify eligible projects – including identifying the criteria that makes them eligible;
- 2) Develop project evaluation system to prioritize and group projects;
- 3) For each project, establish a realistic and achievable project implementation schedule as well as recommend a lead agency;
- 4) Develop an “Early Successes Implementation” package of projects that can be constructed in the near-term (2-5 years); and,

- 5) Develop a funding plan and strategy that leverages Measure R funds to the extent possible so as to secure additional Federal, State, regional, and private sector funding in cooperation with Metro, Caltrans, SCAG, the SBCCOG, and cities.

The product of this effort will be an Implementation Plan for the allocation of South Bay Measure R Highway Funds and the implementation of projects. The Plan will incorporate a funding element and an “Early Successes Implementation” package of projects. The plan will be developed through a broadly collaborative process under the policy guidance of the SBCCOG Board of Directors and the technical auspices of a working group that will include South Bay city staffs, LA Metro, and Caltrans. The Plan will be prepared so that it can be updated periodically as needed.

Program/Project Management Services

The SBCCOG believes that an important aspect of a successful Measure R Program for the South Bay will be to ensure that the process for procuring environmental and design services for specific projects is aggressively and effectively managed. Additionally to ensure that technical and process-related problems are minimized and, when they do occur, that they are identified and addressed as quickly as possible. To achieve this objective, the SBCCOG envisions an evolving functional relationship between the Consultant and implementing agencies that will vary depending on the nature and complexity of a project, the resources and competencies of the agencies involved, and the stage of a project in the development process.

- For example, in some cases, the Consultant may take the lead in environmental documentation and preliminary design and then “hand off” the project to the implementing agency. The project would be tracked using the PPMS, and further involvement by the Consultant would be limited unless “red flags” emerge from the PPMS.
- In other cases, the implementing agency may take the lead from the outset, with involvement by the Consultant in the early stages of project development limited to technical assistance, as needed, and thereafter as warranted by data emerging from the PPMS.

In short, the SBCCOG believes that a “one size fits all” approach is inappropriate. Some cities may have adequate staff and other institutional resources, but in an era of constrained municipal budgets, many cities may need assistance in various stages of the project development and delivery process to avoid project delays. Accordingly, the Consultant must be prepared to be actively involved early in a project's development to ensure that the process of identifying and procuring needed technical assistance is well thought out and planned in advance. The expectation is that this early involvement by the SBCCOG Program Management Consultant will facilitate the project development and delivery process, thereby avoiding costly delays.

Although individual cities are likely to be the lead agency for arterial and freeway ramp projects, involvement and oversight by the SBCCOG Program Management Consultant via the PPMS should continue through the project delivery process. The Consultant will assist in developing appropriate agreements between each lead agency and the SBCCOG that provide for an appropriate level of assistance for each project that moves into the implementation phase. It should be noted that each lead agency with an approved Measure R highway project will need to execute an agreement with Metro for development and construction of the project. It is envisioned that SBCCOG will be a co-signator to such agreements.

The Program/Project Management services that are covered by the RFP and are required to implement the Plan will include but may not be limited to:

- 1) Budget and schedule development – review and approve project cost estimates and progress.
- 2) Coordination between the lead agency and other affected jurisdictions, agencies or stakeholders, as well as with consultants and/or contractors working on the project through project completion.
- 3) Oversight of environmental and design phases of projects, as needed, including working with any technical consultants on those projects. Work with cities to complete all pre-final design work including PSRs, Project Reports, and Environmental Documents as necessary and requested so that projects are ready for programming of final design and construction.
- 4) At the appropriate time, work with SCAG and Metro to ensure that the projects are in the required regional documents.
- 5) Provide technical information (e.g., cost estimates, preliminary designs, traffic, air quality and safety data, etc.) to the SBCCOG as needed to support the preparation of funding applications.
- 6) Support for cities and other implementing agencies as necessary and requested including but not limited to:
 - a. Invoicing, Federal/State/Metro procedural requirements, staging of projects, and other related tasks to move projects forward as required and requested.
 - b. Provide technical information (see above) to cities as needed to support the preparation of funding applications.
- 7) Develop and manage a web-based Program/Project Monitoring System (PPMS). Software may be an existing shelf ready program if it meets the SBCCOG's requirements. The PPMS should be able to effectively interface with the new Metro Measure R information management system, as noted above.
- 8) Provide on-going QA/QC assistance to implementing agencies to help ensure schedule and budget adherence.

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- 9) On a Task Order basis, provide technical/process assistance to implementing agencies.

Project Area

The project area coincides with the boundaries of the South Bay Council of Governments (SBCCOG) which include the cities of Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Torrance, the Harbor City/San Pedro communities of Los Angeles, and the South Bay unincorporated areas of LA County. See www.southbaycities.org for more information about the South Bay and the SBCCOG.

Implementation Plan Oversight

The Implementation Plan will be prepared by the Consultant working with SBCCOG and its member cities, Caltrans, and Metro. The SBCCOG staff will provide oversight to the consultant work and all policy guidance will be provided by the SBCCOG Board of Directors. The final Implementation Plan will be approved by the SBCCOG Board based on recommendations from its policy committees and working groups as well as city and agency input.

Communications

For both the development of the Implementation Plan and the execution of the Program/Project Management services, communications between SBCCOG and the consultant will be through the designated SBCCOG project manager. SBCCOG staff will interface with the SBCCOG Board of Directors, although the consultant may be called on from time to time to make informational presentations. Outreach and work with cities will be conducted by the consultant with the SBCCOG staff oversight.

Period of Performance

The period of performance to complete the Implementation Plan is 6 months. Program/Project Management services are anticipated to be completed in 36 months, but can be extended if needed to see projects through to completion. Consultant proposals should contain a task schedule indicating how the complete scope of work can be accomplished within the specified time.

Quality Assurance and Quality Control

The Consultant and all its team members shall have internal quality control procedures and will apply these to their work. QA/QC reviews must be completed prior to submission of documentation to the SBCCOG, the cities, L.A. Metro, and/or Caltrans.

Studies, reports, and conceptual designs require the highest level of quality control review throughout development and production. The products must be prepared and reviewed by experienced professional staff to verify that the methods, procedures, assumptions, conclusions, and recommendations are appropriate and factually correct.

The following procedures apply to the preparation of engineering plans, studies, and reports. Engineering schematics, calculations, and cost estimates are to be thoroughly reviewed and checked before submittal for review. The input data and parameters, as well as the output of computer generated calculations and cost estimates are to be checked. In addition to the mathematical checking of plans and calculations, the results are to be reviewed for reasonableness and factual correctness.

Teaming

The SBCCOG realizes that some consulting firms may feel that they have all of the skills and resources required for this assignment, whereas others may believe that teaming with other firms will yield the most responsive proposal. The SBCCOG has no preferences or preconceptions in this regard. What matters is that the work be performed in a highly competent manner, that activities be well-coordinated, and that schedules and budgets be adhered to.

Project Level Conflict of Interest

For specific projects, as they emerge from the Implementation Plan “incubator”, it is expected that the Consultant will be involved early in the project development process (e.g., environmental review and documentation, conceptual design, preliminary engineering) and, as described elsewhere in this RFP, in on-going project-level monitoring, including Quality Assurance and Quality Control, and in providing procurement and project management assistance services to lead agencies. *In this capacity, the Consultant will not be eligible to bid on project final design contracts in connection with such projects.*

II. SCOPE OF WORK: DESCRIPTION OF TASKS

Task A: Project Management and Administration

This task applies to both Tasks B and C, as delineated below. Consultant shall be responsible for overall project management and administration; this includes, but may not be limited to the following tasks:

- Schedule, coordinate, and facilitate meetings, as needed, with oversight and advisory committees as may be established by the SBCCOG, as well as other stakeholders at the direction of the SBCCOG.
- Prepare, monitor, and update a meeting action item log that documents issues, follow up actions, responsible parties, and resolutions reached.

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- Provide internal quality control of submittals and deliverables.
- Prepare a log of submittals and monitor progress for each submittal.
- Coordinate work and deliverables of sub-consultants.
- Prepare and monitor project delivery schedules.
- Develop monthly invoices and progress reports to SBCCOG.
- Prepare quarterly narrative reports and other information as required.

Consultant shall commit sufficient resources to adequately handle varying workloads that may result from multiple projects progressing simultaneously.

Deliverables

- Team leadership and quality control plans.
- Formation and meetings with oversight and advisory committees as may be established by the SBCCOG.
- Meeting agendas, minutes, submittal logs, and action item logs.
- Project delivery schedules.
- Monthly invoice and progress summary and schedule updates.
- Other project documentation as appropriate.

Task B: Implementation Plan Development

It is envisioned that refinement of this scope of work may be needed (Task “B-0”), and would be undertaken with input from the Consultant. It is also considered likely that modifications to this scope will be needed to reflect additional issues or considerations that arise during the normal course of policy and technical discussions during Plan and Program development.

The South Bay's Measure R projects are identified as a lump sum in the Metro-adopted Long Range Transportation Plan (LRTP). Assuming that the projects recommended by the South Bay are consistent with the use and funding amount of Measure R, they would not need to be specifically amended into the LRTP. Once the projects are defined, the Metro Board would approve incorporating them into Metro's TIP and they will be submitted to SCAG for inclusion in the RTIP as needed. (SCAG would also determine if an RTP amendment is necessary based on federal guidelines.)

Task B-1: Identify Eligible Transportation Projects

Working with South Bay cities, Caltrans and Metro, develop a list of eligible projects. Several transportation project lists have already been created based on past transportation studies and city and agency input. This task includes review and synthesis of these lists, updating information, ascertaining right-of-way requirements and mapping locations.

In addition, determine if there are new projects that are eligible, but were not previously identified. Reaching this determination includes outreach to member agencies to ensure all eligible projects are included in the Implementation Plan.

The list should also be “rolled up” so as to provide corridor-level overview of the program.

Deliverables: List of eligible projects, also aggregated at the corridor level.

Task B-1.1: Assess Project Readiness & Develop Implementation Plan Project List and Delivery Schedules

Proposers should explain their approach to this subtask, including but not limited to what factors they would recommend be considered to ascertain project readiness and to include projects in the Implementation Plan.

Deliverable: Prepare project readiness analysis including assumptions, costs, and other factors that were considered.

Task B-1.2: Establish Operational Nexus Between Freeways and Parallel Arterials

Improvements to arterials that access a freeway or run parallel to it may be eligible for funding under the Measure R South Bay program. However, it must be established that a functional operational nexus exists such that improvements proposed for the arterial(s) will result in performance improvements on the freeway itself. For such proposed arterial projects, Consultant shall, at the direction of the SBCCOG, prepare a preliminary analysis confirming or denying such a nexus and the strength thereof. Based on this initial analysis, SBCCOG may direct the Consultant to develop a more detailed analysis sufficient to satisfy Metro’s eligibility requirements. If the SBCCOG elects to pursue Measure R funding for such arterials, Consultant will provide technical support to the SBCCOG in its discussions with L.A. Metro.

Deliverables: Technical analyses as described in the preceding paragraph.

Task B-2: Project Prioritization

The SBCCOG is placing a high priority on *implementation* of projects, and believes that it is desirable to have a prioritization strategy that logically sequences projects, or groups

of projects, for implementation in a way that maximizes operational benefits for the South Bay. The SBCCOG does not have a preconception as to how best to achieve this, and is expecting proposers to show creativity with respect to this important task. Alternative approaches should be discussed and evaluated, and a preferred approach should be recommended. At the Program level, an overall “rollout” or phasing strategy should be developed at the corridor and/or area level.

Deliverable: White paper that documents the recommended policy and technical framework for project prioritization and selection and takes into account funding as defined in the Implementation Plan as well as other funding that may reasonably be expected to be available..

Task B-3: Project Implementation Schedule

Based on the project prioritization and Implementation Plan, develop a project-level implementation schedule which includes an Early Successes Implementation package of projects that can be constructed in the very near-term. These project-level schedules should also be “rolled up” to the corridor level to provide a programmatic overview.

Deliverable: Technical memorandum documenting project-level implementation schedules, the Early Success Implementation package of projects, and corridor-level programmatic overview schedules.

Task B-4: Define Project-Specific Development and Delivery Responsibilities

Local governments, the County, Caltrans or other entity may serve as project lead on projects. Consultant shall describe the pros and cons associated with different agencies acting as lead for each project and recommend a preferred approach.

Deliverables: Project-specific implementation schedules with required project delivery steps.

Task B-5: Formulate a Policy To Address Cost Overruns

Measure R funding for highway projects in the South Bay is significant but not unlimited. The SBCCOG hopes that the Program/Project Monitoring System (PPMS) (see Task C-3) will help to keep cost overruns to a minimum. However, when they do occur, the SBCCOG wants to have a plan and policy protocol for dealing with these. As part of this task, Consultant will review the cost overrun policies of the California Transportation Commission, LA Metro, the Bay Area Metropolitan Transportation Commission, as well as those of other agencies of which the Consultant may have familiarity.

Deliverable: Recommendation for addressing cost overruns for consideration and approval by the SBCCOG Board of Directors.

Task B-6: Funding Plan

Keeping in mind that Measure R funding is subject to availability, using findings and analysis from above tasks, develop a funding plan that:

- Identifies funding sources for each project including local, regional, State, Federal, and private sector;
- Identifies funding and leveraging opportunities; and,
- Provides a schedule for submittal of projects to funding agencies.

Development of the Funding Plan must be done in cooperation with Metro. As detailed later in this scope, the consultant will also be responsible for providing technical information as-needed to support the preparation of applications for any discretionary funding programs at any level of government and for working with cities, Metro, Caltrans, and the private sector to obtaining matching funding commitments.

Project-level funding plans should be “rolled up” into corridor-level and program-wide funding plans.

Deliverables: Project-level, corridor-level, and program-wide Funding Plans.

Task B-6.1: Revenue Forecasts & Expenditure Plan

Develop an Expenditure Plan with cash flow estimates for all funding sources under consideration. Proposers should identify the steps they would take and the information that they would recommend including in the Expenditure Plan.

Deliverable: Expenditure Plan with sources of revenue identified as well as projections for the next 10 years.

Task B-6.2: Evaluate Additional Funding Options

Working with the SBCCOG and Metro:

- a. Recognizing that only L.A. Metro has the authority to bond Measure R funds, explore opportunities to bond the South Bay Measure R Highway funds to advance projects, and explain benefits and costs of bonding to the South Bay Measure R Highway program. Proposing consultants should explain how they would do this analysis. Innovative financing techniques beyond bonding should also be examined.
- b. Evaluate the possibility and merits of reimbursement agreements with local jurisdictions to deliver projects earlier using local funds.
- c. Identify and evaluate strategies for using South Bay Measure R funds to leverage additional Federal, State, regional, local, and private funds.

Deliverables:

- White paper that explores the possibility of bonding (or other financing techniques) and makes recommendations on how to proceed.
- White paper that describes and evaluates available options for project advancement and recommends a preferred approach.
- White paper on funding leveraging strategies.

Task B-6.3: Determine Strategy for Optimal Utilization of Federal Funds

Review role of Federal funds by program/project in the South Bay Measure R Expenditure Plan. Identify pros and cons of using Federal funds only on otherwise federalized projects vs. federalizing all projects including those not otherwise subject to Federal processes.

Deliverable: White paper that discusses the role of Federal funds in the South Bay Measure R program and makes recommendations on how best to proceed.

Task B-7: Prepare Final Implementation Plan

Compile and synthesize materials prepared pursuant to the foregoing tasks into a final comprehensive Implementation Plan for consideration and approval by the SBCCOG Board of Directors. The document may be structured in accordance with the task structure outlined above, or may be structured differently for greater clarity and ease of reference based on staff or policy direction. The Plan will include implementation schedules with milestones. Before completed, the final report will have gone through thorough review by SBCCOG staff and committees, member agencies, Metro, and Caltrans. The Consultant will incorporate comments from this review process to complete the final report. Consultant is expected to present the Plan to the SBCCOG Board, prepare an electronic version which can be posted on a web site, and write newsletter articles/press releases which explain the completed Deliverable.

Deliverables: Final Implementation Plan, electronic version of the Plan, limited number of newsletter articles/press releases. Such articles and press releases shall recognize the Measure R contribution to the project.

Task C. Program/Project Management Tasks

Note: Project Management services may begin in parallel to the development of the Implementation Plan. For example: the SBCCOG may decide to allocate Measure R funds to projects that are already far advanced in the project development process so as to move them to construction as quickly as possible.

Task C-1: Management Approach, Budget and Schedule Development

Proposers should explain their overall approach to managing this effort. It should include a budget and master schedule that includes project management tasks with hour breakdown and milestones. Progress will be based on the defined tasks and milestones.

Deliverable: Memorandum detailing overall management approach, budget and schedule for program/project management services

Task C-2: Intergovernmental and Consultant Coordination

- a. Working with the SBCCOG, Consultant will create an Advisory/Implementation Team with representatives from SBCCOG member agencies, Metro, Caltrans, and other stakeholders. Meetings should be conducted as needed, but at least every three months. Project Management services will include coordination of these meetings including setting agenda, notices to members, meeting minutes, and follow-up.
- b. Consultant will prepare for and attend as needed meetings with SBCCOG Board of Directors, policy committees, and working groups, individual SBCCOG member agencies, Metro, Caltrans, and State and Federal representatives as well as community groups, city councils, political representatives, and the public at-large. This task also includes preparation of presentation materials, mapping, and other visual aids as needed.

Deliverables: Presentation materials, maps, and other visual aids, meeting attendance as required.

Task C-3: Program/Project Monitoring System (PPMS)

Consultant will develop, in consultation with the SBCCOG, a web-based Program/Project Monitoring System (PPMS) that will make it possible for the SBCCOG and its member cities to track progress of the South Bay Measure R Highway Program at both the Program and project level. This system may be a shelf ready program if it meets the requirements of this task. The main objectives of the monitoring system are to:

- Make it possible for the SBCCOG and its member cities to track overall progress of the Program in terms of program-level schedule and budget adherence;
- Make it possible for the SBCCOG and its member cities to track progress of individual projects in terms of schedule and budget adherence; and,
- Identify, in a timely manner, instances where technical, process-related or other problems are being encountered by projects for which special assistance by the Consultant is warranted to resolve such problems, thereby avoiding schedule delays and cost-overruns. .

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Consultant will be responsible for developing and maintaining the PPMS. However, keeping in mind that the SBCCOG management and member cities will wish to access the PPMS for a variety of purposes, the PPMS must be user-friendly and easily accessible. The Consultant will develop a user's manual for the PPMS and a system of on-line interactive training and assistance to users. If deemed necessary, the Consultant will prepare and conduct a short training course for the SBCCOG staff and cities.

Deliverables: Web-based Program/Project Monitoring System (PPMS), as described.

Task C-4: Project-Level Management Assistance Services: Pre-Final Design Phase

- a. Establish a collaborative process with the SBCCOG, cities, Caltrans, and Metro for determining the lead agency for specific projects as well as who actually prepares the pre-final design work (Caltrans, local agency, or the SBCCOG Program Management Consultant).
- b. Work with cities to complete all pre-final design work including PSRs, Project Reports, and Environmental Documents as necessary and requested so that projects are ready for programming.
- c. Coordinate with cities and their project consultants.

Deliverables: Reports on progress of environmental and preliminary design phases.

Task C-5: Project-Level Management Assistance Services: Final Design and Construction Phases

Provide support to member cities as necessary and requested including but not limited to:

- a. Work with implementing agencies on a collaborative basis to determine the nature and extent of assistance that may be needed with respect to procurement of final design and construction contracts, project management, project staging projects, and other related tasks to move projects forward.
- b. Coordinate with cities and their project consultants.

Deliverables: Reports on progress of final design and construction phases.

Task C-6: [Task Orders] Technical/Process Assistance to Implementing Agencies

As discussed above, the Program/Project Monitoring System will be designed to provide early warning indicators when projects are experiencing delays or cost overruns so as to be able to provide a higher level of oversight and assistance. When such a "red flag" emerges from the PPMS, the SBCCOG may issue a task order for the Consultant to become more deeply involved so as to resolve the identified problems quickly and cost-effectively.

Deliverables: reports as to the nature of the problem(s), remedies identified, actions taken, and results.

Task C-7: Funding applications

- a. Prepare technical information as needed for the preparation of funding applications. Such information may be provided to the SBCCOG, cities, or other implementing agencies.
- b. Funding applications developed by the SBCCOG and cities are to be coordinated with Metro.

Deliverables: Technical information to support funding applications.

III. REPORTING

Monthly written reports will be presented to the SBCCOG which will include overall monthly status, explanation of milestones achieved, percent completion of each task worked on during the reporting period, supporting documents such as meeting agendas and minutes, etc. Progress will be based on actual work accomplished and any required updates to the schedule should be reported at this time. In addition, any required agency reports will be prepared and submitted to agencies based on the agency’s requirements (submissions may be more or less frequent than monthly).

Deliverables:

- Written monthly progress reports with supporting documentation and copies of other required agency reports. Reports will be posted on the SBCCOG website.
- Monthly reports on all South Bay Measure R highway projects: status; progress being made; problems encountered; proposed solutions; and upcoming milestones. Reports will be posted on the SBCCOG website.

IV. CONSULTANT SELECTION CRITERIA AND PROPOSAL FORMAT

The Criteria for proposal evaluation will be as follows:

Criterion	Description	Weight
Technical Approach	Understanding, methodology, creativity, responsiveness to RFP, comprehension of scope, approach, identification of deliverables, discussion of alternatives, potential problems, critical path activities, and schedule.	30%
Management Approach	Organization, allocation of responsibilities, management approach, budget, and schedule adherence.	20%
Team Organization and Commitment	Team organization. Assurance that assigned personnel will remain available as proposed during the course of the project.	15%
Qualifications of	Similar experience, performance on past projects, technical	20%

Team Members	capabilities, client satisfaction, innovative ideas, and processes.	
Firm/Team	Relevant experience of assigned personnel, including familiarity with Metro, Caltrans and FHWA review and approval processes, and breadth/depth of available resources. Staff workload, resource allocation, and accessibility of project team.	10%
Cost	Best value, not lowest bid.	5%

The Proposal shall be submitted in the specified format as follows:

Cover Letter/Executive Summary – Provide an executive summary of your proposal. It must be brief (four pages maximum) and include the name, address, telephone number, e-mail address, title, and signature of the firm’s authority and/or contact person for this procurement. It shall state that the submittal is valid for 120 days and shall contain an acknowledgement of receipt of all amendments and/or addenda to the RFP.

Table of Contents – Include a table of contents of the proposal.

Section 1: Technical Approach – Describe your understanding of the project and recommended project approach. Outline the proposed scope of work/services and provide a proposed project schedule. This section shall have a maximum 25 pages of text.

Section 2: Management Approach – Describe your proposed project management approach and organization including document management, communication, quality control, scheduling, and financial management. This section shall have a maximum 20 pages of text.

Section 3: Project Team Organization and Commitment - Provide an organization chart and describe the responsibilities and proposed working relationships of the team members with each other, the SBCCOG project manager, steering committee, and staff. Indicate the extent of participation of project team members and provide an assurance of commitment to the project. This section shall have a maximum 15 pages of text.

Section 4: Project Team Qualifications – Describe the qualifications of the project team members and outline their involvement and responsibilities for similar projects/services. Provide other government/agency references (minimum of two and maximum of six references) for recent relevant experience for similar projects/services. Include project team member resumes.

Section 5: Consultant Firm Capability and Resources – Describe the overall capability, resources, services provided, and experience of the firm(s). Identify the office location(s) of the firm(s) providing services. This section shall have a maximum 10 pages of text.

V. COST PROPOSAL

The SBCCOG has budgeted a maximum of \$2 million for this three-year effort. Because the level of effort for Tasks C-4, C-5 and C-6 is unknowable at this juncture, cost proposals, as detailed below, will be a combination of cost plus fixed-fee for certain tasks (A, B, C-1, C-2 and C-3) and a delineation of billing rates for the remaining tasks. In developing the cost plus fixed-fee portion of their cost proposal, proposing consultants are cautioned to develop adequate but lean budgets so as to allow sufficient budget to effectively perform the work envisioned for Tasks C-4, C-5 and C-6

A description of the current commitments of key members of the Consultant's team shall be provided in sufficient detail to confirm the ability to commit the necessary resources required for the project.

Consultant shall submit a sealed cost proposal. An individual authorized to bind the offer of said proposal shall sign the proposal. The proposal shall be a firm offer for a minimum of 120 days, and shall contain a statement to that effect.

Tasks A, B and C-1, C-2 and C-3:

Consultant shall provide an estimate of the resources required to complete these tasks and subtasks. The estimate should be in spreadsheet format and at a minimum include total hours by task and subtask, and name or classification, in addition to a total. The cost proposal should be in spreadsheet format and include at least the following information:

1. Costs by sub-task and task in addition to a total for Tasks A, B and C-1, C-2 and C-3.
2. A breakdown of costs by task and sub-task showing labor hours, rates (direct, overhead, fee, total) for all personnel assigned, including subconsultants.
3. A list of rates for direct expenses such as reproduction and mileage.
4. Itemized cost estimates for other expenses, including travel and per diem.
5. A summary budget for Tasks A, B and C-1, C-2 and C-3.

Tasks C-4, C-5 and C-6

SBCCOG recognizes that it is not possible to estimate *a priori* the level of effort that will be involved in these tasks. Accordingly, for these subtasks, proposers should submit a cost proposal in spreadsheet format and include at least the following information:

1. A breakdown of costs by task and sub-task showing labor rates (direct, overhead, fee, total) for all personnel assigned, including subconsultants.
2. A list of rates for direct expenses such as reproduction and mileage.

VI. PROCUREMENT SCHEDULE (TENTATIVE)

April 7, 2010:	Release of RFP
April 19, 2010:	Pre-bid conference
May 18, 2010:	Proposals due (see note below)
June 7-8, 2010:	Presentations by consultants
June 9 (& 10, if necessary)	Selection of winning proposal
June 24, 2010:	SBCCOG Board action

NOTE: Proposals must be submitted in electronic format as well as ten (10) hard copies (one (1) unbound, nine (9) bound) to the SBCCOG office at the address given in the previous and subsequent section of this RFP by close of business (5:00 PM) May 18, 2010.

VII. PRE-BID CONFERENCE

A pre-bid conference for potential proposers will be held on Monday, April 19, 2010 from 10:00am to Noon at:

City of Manhattan Beach
Police/Fire Conference Room
1400 Highland Avenue
Manhattan Beach, CA 90266 .

Consultants interested in attending should advise the SBCCOG, by e-mail to kim@southbaycities.org of their interest in attending, no later than close of business, Thursday, April 15, 2010. In order to keep the size of the meeting manageable, consultants are limited to two representatives per proposer/proposing team.

Questions may be submitted at the conference or in advance thereof. Questions must be submitted, either via e-mail or in writing, to Kim Fuentes, Deputy Executive Director, c/o SBCCOG, 5033 Rockvalley Road, Rancho Palos Verdes, Ca. 90275 or kim@southbaycities.org. Questions submitted in advance will be responded to at or after the conference and not before. A copy of all questions submitted, whether at the conference or in advance thereof, and the answers to those questions, will be posted on the SBCCOG's website.

All questions regarding this RFP will be handled via the pre-bid conference process. Prior to the pre-bid conference, consultants should not make inquiries, formally or informally, of SBCCOG staff, selection committee, Board members or consultants. Follow-up questions after the pre-bid conference should be submitted in the manner described above. All such questions and the answers thereto, will be posted on the SBCCOG website.

VIII. ORGANIZATIONAL CONFLICT OF INTEREST

Proposers' attention is directed to California Government Code section 14135 and the organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, which apply to this procurement. 23 CFR § 636.103 defines an "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

Proposers shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest. Proposers shall state how its interests or those of any of its team members, consultants, Proposers or sub-Proposers, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposers shall agree that, if after shortlisting or award, an organizational conflict of interest is discovered, Proposer must make an immediate and full written disclosure to the SBCCOG that includes a description of the action that the proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the SBCCOG may, at its discretion, disqualify Proposers or cancel the Contract Agreement. If Proposer was aware of an organizational conflict of interest prior to award of the Contract and did not disclose the conflict to SBCCOG, the SBCCOG will disqualify Proposers or the SBCCOG may terminate the Contract Agreement for default.

IX. PROTEST PROCEDURES

This section sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its proposal, expressly recognizes the limitation on its rights to protest contained herein, and expressly waives all other rights and remedies. Each Proposer agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in this RFP expressly in consideration for such waiver and Contract Agreement by Proposers.

All protests and related statements described in this section shall be submitted for filing by hand delivery to the following address:

South Bay Cities Council of Governments
5033 Rockvalley Road
Rancho Palos Verdes, Ca. 90275
ATTN: Jacki Bacharach

Protests Regarding RFP Documents

Proposers may protest the terms of this RFP on the grounds that (a) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement, or (c) this RFP in whole or in part exceeds the authority of the SBCCOG. Protests regarding this RFP shall be filed only after Proposers has informally discussed the nature and basis of the protest with the SBCCOG in an effort to remove the grounds for protest.

Protests regarding the RFP documents shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Protests shall be filed as soon as the basis for protest is known to Proposers, but in no event later than seven days before the Proposal Due Date. The protestant shall have the burden of proving its protest by clear and convincing evidence.

No hearing will be held on the protest, but it shall be decided, on the basis of the written submissions, by the SBCCOG's Executive Director or her designee, whose decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. SBCCOG's Executive Director or her designee will issue a written decision regarding any protest to each Proposer. If necessary to address the issues raised in a protest, the SBCCOG may make appropriate revisions to the RFP documents by issuing addenda.

Notwithstanding the existence of a protest, the SBCCOG may continue the procurement process or any portion thereof.

The failure of a Proposer to file a basis for a protest regarding the RFP documents within the applicable period shall preclude consideration of that ground in any protest of a selection or qualification unless such ground was not and could not have been known to Proposers in time to protest prior to the final date for such protests. The SBCCOG may extend the PROPOSAL Due Date, if necessary, to address any such protest issues. If the protest is granted, the SBCCOG shall not be liable for payment of the protestant's costs or attorneys' fees. The SBCCOG shall not be liable for any damages to Proposers filing the protest or to any participant in the protest, on any basis, express or implied.

Protests Regarding Shortlisting Decision

In the event that the SBCCOG decides to shortlist a number of Proposers for subsequent interview and/or submittal of additional information regarding their proposal, any protest regarding the shortlisting decision must be filed within five business days after the earlier of (a) the public announcement of the Shortlisted Proposers; or (b) notification of the Shortlisted Proposers. Proposers filing the protest shall concurrently file a copy of the protest with the other Proposers whose addresses may be obtained from the SBCCOG. The notice of protest shall specifically state the grounds for the protest.

Within ten days after delivery of the notice of protest to the SBCCOG, the protestant shall file a detailed statement of the grounds, legal authority and facts, including all documents and evidentiary statements in support of the protest. The protestant shall concurrently file a copy of the detailed statement with the other Proposers. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protestant shall have the burden of proving its protest by clear and convincing evidence. Failure to file a protest within the applicable period shall constitute a waiver of the right to protest the shortlisting decision other than any protest based on facts not reasonably ascertainable as of such date.

Other Proposers may file statements in support of or in opposition to the protest within seven days of the filing of the detailed statement of protest. The SBCCOG will promptly forward copies of any such statements to the protestant. Any evidentiary statements shall be submitted under penalty of perjury. The SBCCOG may also, at their option, submit a statement regarding the protest.

The SBCCOG's Executive Director or her designee will only consider, based on a preponderance of the evidence, whether the SBCCOG's determination is arbitrary, capricious or contrary to law, and will either affirm the SBCCOG's original determination or recommend remedial steps, if appropriate, to address the issues raised in the protest. The SBCCOG's Executive Director or her designee will issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole discretion of the SBCCOG's Executive Director or her designee, a hearing or argument may be permitted if necessary for the protection of the public interest or an express, legally recognized interest of a Proposer.

The SBCCOG shall not be liable for any damages to the entity filing the protest or to any participant in the protest, on any basis, express or implied.

X. SBCCOG RESERVED RIGHTS

The SBCCOG reserves to itself all rights available to it under the Public Contract Code and applicable law, including without limitation, the following, with or without cause and with or without notice:

- (a) Withdraw or cancel this RFP in whole or in part at any time prior to the execution by the SBCCOG of the Contract Agreement, without incurring any costs obligations or liabilities.
- (b) Issue a new RFP.
- (c) Accept or reject any and all submittals.
- (d) Modify dates set or projected in this RFP.
- (e) Terminate evaluations of submittals received.
- (f) Waive any informalities, irregularities, or omissions in a Proposal.
- (g) Issue addenda to this RFP, issue addenda in the RFP, and issue contract change orders.

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Proposals received become the property of the SBCCOG.

The SBCCOG assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties responding to this RFP. All such costs shall be borne solely by Proposers. The SBCCOG makes no representation that the contract will be awarded based on the requirements of this RFP.

The SBCCOG reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposal.

Interest Of Members Of SBCCOG

Proposer agrees that no member of the governing body, officer, employee, or agent of the SBCCOG shall have any interest, financial, or otherwise, direct or indirect, in the Contract.

XI. CERTIFICATION

Proposers shall submit the attached certification form (Form A).

XII. OTHER PROVISIONS

The Consultant selected by the SBCCOG will be contractually required to agree to the following provisions. Other provisions may be added during contract negotiations.

Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal and state statutes, ordinances and regulations pertaining to civil rights and nondiscrimination.

Non-Discrimination

Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, sexual orientation, disability, age, marital status, or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Insurance

Insurance secured by Contractor shall be issued by insurance companies acceptable to the

SBCCOG and licensed in California. The insurance specified may be in a policy or policies of insurance, primary, or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. Contractor and its sub-Contractor shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability as required by the California Labor Code.
- b) Commercial General Liability insurance with limits of at least \$2,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the SBCCOG shall be named an additional insured.
- c) Commercial Automobile Liability insurance covering all owned non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of Proposers or its sub-Proposers and 2) the negligence or failure to render a professional service by Proposers or its sub-Proposers. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the SBCCOG shall not relieve, limit, or decrease the liability of Contractor. Any policy deductibles or retention shall be the responsibility of Contractor. Proposers shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The SBCCOG does not represent that the insurance requirements are sufficient to protect Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a SBCCOG-approved Insurance Certificate. A thirty- (30) date written notice is required if the policy is canceled, not renewed or materially changed. Contractor shall require any of its sub-Proposers to comply with these provisions. SBCCOG may waive the requirement for E&O insurance for any subcontractor for which SBCCOG feels such insurance is not applicable.

Transfer of Interest

Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same without the prior written approval of the SBCCOG provided; however, that claims for money due or to income due to Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the SBCCOG. Contractor shall not subcontract any services under this contract without prior approval of the SBCCOG Contract Manager.

ADA Compliance Requirements

All Contractors hired by the SBCCOG are required to abide by the regulations of the

Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral, and training. The ADA also requires Contractors associated with the SBCCOG to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Proposers also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination.

In the event of Contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, and Proposers may be declared ineligible by the SBCCOG from any further participation in SBCCOG contracts in addition to other remedies as provided by law.

General Compliance

Contractor agrees to comply with all applicable Federal, State, and local laws and regulations governing funds provided under this contract.

Performance Monitoring

The SBCCOG will monitor the performance of Contractor against goals and performance standards required herein. Substandard performance as determined by the SBCCOG will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by Contractor within a reasonable period of time after being notified by the SBCCOG, contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the SBCCOG Executive Director or Contract Manager as designated by her. The SBCCOG shall review each portion of the work when certified as complete and submitted by Contractor and shall inform Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

Independent Contractor

Nothing contained in this RFP, or Contract Agreement that may result, is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Selected Contractor shall at all times remain an independent Contractor with respect to the services to be performed. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under the Contract Agreement shall be considered employees or sub-contractors of Contractor only and not of the SBCCOG; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of California or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to

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be rendered pursuant to the Contract Agreement, shall be the sole obligation and responsibility of the Contractor.

Hold Harmless

Consultant shall indemnify, defend with counsel approved by SBCCOG, and hold harmless SBCCOG, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of SBCCOG'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the SBCCOG. Should SBCCOG in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the SBCCOG its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the SBCCOG (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Accounting Standards

Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

Retention of Records

Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

Data Practices

Contractor agrees to comply with applicable California statutes and regulations and all other applicable state and federal laws relating to data privacy or confidentiality. Contractor must immediately report to the SBCCOG any requests from third parties for information relating to the Contract Agreement. The SBCCOG agrees to promptly respond to inquiries from Contractor concerning data requests. Contractor agrees to hold the SBCCOG, its officers, and employees harmless from any claims resulting from Contractor unlawful disclosure or use of data protected under state and federal laws.

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All Proposals shall be treated as non-public information until the Proposals are opened for review by the SBCCOG. At that time, the names of the responders become public data. All other data is private or non-public until the SBCCOG has completed negotiating the contract with the selected vendor. At that time, the Proposals and their contents become public data under the provisions of applicable California statutes and as such are open to public review.

Inspection of Records

All Contractor records with respect to any matters covered by the Contract Agreement shall be made available to the SBCCOG or its designees at any time during normal business hours, as often as the SBCCOG deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Applicable Law

The laws of the State of California shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Los Angeles, State of California, regardless of the place of business, residence or incorporation of Proposers.

Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, computer programs/software, or other materials resulting from the Contract Agreement shall become the property of the SBCCOG upon final approval of the final report or upon request by the SBCCOG at any time before then. The SBCCOG may use, extend, or enlarge any document produced under the Contract Agreement without the consent, permission of, or further compensation to Contractor.

Termination

The SBCCOG may cancel the Contract Agreement for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the SBCCOG shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of the Contract Agreement by Contractor, the SBCCOG shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the SBCCOG as a result of the breach. If the Contract Agreement is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, software or other materials prepared by Contractor and its subcontractors under the Contract Agreement shall, at the option of the SBCCOG, become the property of the SBCCOG, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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Notwithstanding the above, Contractors shall not be relieved of liability to the SBCCOG for damages sustained by the SBCCOG as a result of any breach of this Contract by Contractor. The SBCCOG may, in such event, withhold payments due to Contractors for the purpose of set-off until such time as the exact amount of damages due to the SBCCOG is determined. The rights or remedies provided for herein shall not limit the SBCCOG, in case of any default by Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

FORM A
CERTIFICATION

Name of Submitter: _____

The term “affiliate” as used in this certification includes parent company(ies), subsidiaries, organizations under common ownership, joint venturers, subcontractors, partners, and other financially liable parties for that entity.

(1) Has the firm or any affiliate or any current officer thereof, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past five years?

Yes _____ No _____

If yes, please explain:

(2) Has the firm or any affiliate ever sought protection under any provision of any bankruptcy act?

Yes _____ No _____

If yes, please explain:

(3) Has the firm or any affiliate ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

Yes _____ No _____

If yes, please explain:

(4) Has the firm or any affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

Yes _____ No _____

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

(5) Has the firm or any affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable California governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar California law?

Yes _____ No _____

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(6) Has the firm or any affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the California Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with the Contractor's State License Law set forth in California Business and Professions Code sections 7000 *et seq.*, any law or regulation of the United States or any state governing prevailing wages (including, but not limited to, alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, payment for health and welfare, pension, vacation, travel time, subsistence, overtime compensation, personal income tax withholding or Federal Insurance Contribution Act (FICA) withholding requirements)?

Yes _____ No _____

If yes, please attach a separate signed page describing each violation.

NOTE: This question refers only to the firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

(7) Has the firm or any affiliate been determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract during the last five years with respect to a transportation project?

Yes _____ No _____

If yes, please identify (for each instance) the entity determined liable and the project name, provide an explanation of the circumstances and provide owner contact information, including telephone and fax numbers (and email address if available).

(8) Has the firm or any affiliate been terminated for cause during the last five years with respect to a transportation project?

Yes _____ No _____

If yes, please identify (for each instance) the entity terminated for cause and the project name, provide an explanation of the circumstances and provide owner contact information, including telephone and fax numbers (and email address if available).

(9) Has the firm or affiliate been involved in any adverse claim, dispute or lawsuit between it and the owner of a public works project during the last five years in which the claim, settlement or judgment exceeded \$50,000?

Yes _____ No _____

If yes, please provide a brief description (including the resolution) of each qualifying claim, settlement or judgment. For each instance, identify an owner's representative with a current telephone and fax number (and email address if available).

(10) With respect to each of Questions 1-9 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm or any affiliate that could result in the firm or affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-11 above and/or subject to

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debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity.

Yes _____ No _____

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-9 above.

(11) Has the firm been cited or assessed penalties for any "serious," "willful" or "repeat" violation of California Labor Code sections 6300 *et seq.* or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)?

Yes _____ No _____

If yes, please attach a separate signed page describing each citation.

(12) Does the firm have a current workers' compensation insurance policy as required by the California Labor Code or is the firm legally self-insured pursuant to California Labor Code sections 3700 *et seq.*

Yes _____ No _____

If no, please explain:

(13) Within the last five years has there ever been a period when the firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes _____ No _____

If yes, please explain the reason for the absence of workers' compensation insurance on a separate signed page. If no, please provide a statement by the firm's current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If the firm has been in business for less than five years, provide a statement by its workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that the firm has been in business.)

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____

Print Name: _____

Title: _____

Date: _____