

The following is a list of documents which should be included in your Internet Package.

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DEPARTMENT OF TRANSPORTATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

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March 14, 2011

**REQUEST FOR PROPOSAL
Notice to Prospective Proposers
RFP Number 53A0159**

You are invited to review and respond to this Request for Proposal (RFP) Number 53A0159, entitled, Systematic Approach for Quality Control and Quality Assurance. In submitting your proposal, you must comply with the instructions found herein.

The Department of Transportation (Caltrans) is committed to meeting the State's 25 percent (25%) Small Business participation goal, as required by Governor Executive Order S-02-06 and want to encourage Certified Small Businesses (SB), Microbusinesses (MB), and any Contractors willing to commit to subcontracting a minimum of 25 percent (25%) of their net bid price to certified SB or MB to submit proposals.

A Disabled Veteran Business Enterprise (DVBE) Participation Program applies and a three percent (3%) goal is required for this RFP. The DVBE Incentive Program may also apply to this RFP. See Section D, Item 2, in this RFP for requirements.

The Department of Transportation (Caltrans) wants to help in the State's efforts to improve the economically disadvantaged position of Disabled Veteran Business Enterprises (DVBE) (Public Contract Code (PCC) 10115 et seq, Military and Veterans Code, section 999 et seq., and California Code of Regulations (CCR), Title 2, section 1896.60 et seq.). Caltrans wants to provide the opportunity and promote competition that will help maintain and strengthen the overall economy of the State; therefore, encourages DVBEs to submit proposals.

The designated contact person for this RFP is:

Betty Graham
Department of Transportation
Area Code & Telephone Number (916) 227-6048
Area Code & Fax Number (916) 227-6007
Email address: betty_graham@dot.ca.gov

Please note that no *verbal* information given will be binding upon Caltrans unless such information is issued in writing as an official addendum.

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this RFP. See Section C, Questions and Answers for more details.

Sincerely,

BETTY GRAHAM
Acquisition Analyst

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A) Purpose and Description of Services

Refer to the Proposed Form of Standard Agreement, STD 213 which is attached to this RFP as **Attachment 10 (Exhibit A)**.

The California Department of Transportation (Department) prides itself on delivering transportation improvement projects that are safe, operational, easily maintained, and of good value. Over the past century the Department has established standards, policies and practices to ensure that projects are delivered in the best interest of the general public as timely and as efficiently as possible, and meet the multimodal needs of the State. These standards, policies and practices are central to the Department's efforts to manage quality and ultimately meet Deputy Directive 90 (DD90 – see attachment 13), which requires that the Department “provide quality control and quality assurance for each project component for which the Department is the Implementing Agency”.

DD90 goes on to define quality control and quality assurance as follows:

1. Quality Control – The operational processes, practices and activities performed at the project team level during the project delivery process to ensure that the product meets the project's purpose and need and fulfills established quality requirements.
2. Quality Assurance – The activities performed within the Implementing Agency during the project delivery process that provides the confidence that the project team is fulfilling established project requirements and expectations.

DD90 identifies 5 project components:

1. Project Initiation Document
2. Completion of all permits and environmental studies
3. Preparation of plans, specifications, and estimates
4. The acquisition of right-of-ways, including, but not limited to, support activities
5. Construction, construction management, and engineering; including surveys and inspection

The first 3 components result in the following 4 design products: Project Initiation Document (PID), Draft Project Report (DPR), Project Report (PR), and Plans, Specifications and Estimates (PS&E).

District Design entities are responsible for the overall quality of their design products while Headquarters' Division of Design is responsible for statewide design standards, policies and practices for design products.

Although DD90 stipulates Quality Control is applied to the project team level, for the purposes of this contract the project team level is defined as the design team who is one function of many in a project team.

The purpose of this contract is to retain the services of a consultant to assist the Caltrans Division of Design in implementing a Baldrige-based

(www.nist.gov/baldrige/) systematic approach to quality control and quality assurance for two design products in each of 12 Districts, resulting in:

- Increased quality and decreased costs of the design products subject to the systematic approach outlined in the Scope of Work, and
- District management, project teams, and design staff commitment to this new systematic approach to quality assurance and quality control

B) Minimum Qualifications for Proposers

The Consultant must have the ability to conduct business in the State of California. In addition, the Consultant must be able to facilitate and conduct workshops throughout Caltrans Districts 1 through 12 as outlined in the Proposed Form of Standard Agreement, STD 213 (Exhibit A), Attachment 10.

The Consultant shall, throughout the life of the agreement, retain within its firm, or through the Subcontractor, a staff of people qualified to perform each of the tasks listed in the Proposed Form of Standard Agreement, STD 213 (Exhibit A). Prior written approval provided by the Caltrans Contract Manager is required for any substitutions or alterations to Contractor's originally proposed staff and project organization.

The Consultant's personnel and subcontractors shall be experienced in performing the types of work described in this agreement with minimal instructions. Personnel performing the work described in this RFP shall have, at a minimum:

- o B.A. and/or B.S. Degree and ten (10) years specialized experience
- o Specialized experience should include:
 - implementing quality systems based on Malcolm Baldrige quality management principles.
 - Demonstrated knowledge of the Department system, issues, and culture.
 - increasing quality and decreasing cost of government products or services, and
 - training and consulting regarding the establishment of a collaborative culture in a government agency.

All Consultants' personnel and subcontractors must be able to facilitate the successful completion of a portfolio of deliverables across many team members. Specifically, this involves analyzing problems, defining solutions, communicating recommendations, developing procedures, and leading the development of presentations.

The Consultants' personnel and subcontractors must have strong team-building, mentoring, communication and presentation skills.

Prior approval from the Caltrans Contract Manager will be required prior to the replacement of any Consultant personnel.

C) Proposal Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Time)
RFP available to prospective proposers	March 14, 2011	
Written Question Submittal	March 24, 2011	2 PM
Final Date for Proposal Submission	April 12, 2011	3 PM
Oral Interviews	Week of April 25, 2011	
Cost Proposal Opening	May 3, 2011	
Posting of Notice of Intent to Award	June 7, 2011	

2. Questions and Answers

Questions regarding this RFP must be submitted in writing. Proposers are encouraged to submit their written questions by March 24, 2011.

Written questions must include the individual's name, firm name, complete address and must reference RFP No. **53A0159**. Questions must be sent to the following address:

MAILED OR FAXED TO:

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: BETTY GRAHAM
1727 30th Street
Sacramento, CA 95816
Email address: betty_graham@dot.ca.gov
Fax No.: (916) 227-**6007**

Written responses to all questions will be collectively compiled and posted, as an Addendum, to the BidSync website (see below). It is the responsibility of the proposer to access the website for any changes or Addenda that may be posted. Refer to this **RFP, Section #1 above, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the proposer to check BidSync for all addenda. Proposer can contact the Acquisition Analyst named above:

<http://www.bidsync.com/>

3. Technical Proposal Requirements

An original proposal marked "ORIGINAL COPY" and 7 copies will be required for the Technical Proposal. Each Technical Proposal shall contain at a

minimum, all required items listed below. Each requirement's location must be listed in a Technical Proposal, Table of Contents. Also see Section #6, **Submission of Proposal**, for submittal details.

Cost Proposal information must be submitted in a separate envelope. Do not submit any prime Contractor or subcontractor cost information with the Technical Proposal. Failure to adhere to these instructions will result in rejection of the proposal.

A. Management

The proposal shall designate, by name, the Project Manager to be employed. The selected prime Contractor shall not cause the substitution of the Project Manager without prior written approval of Caltrans.

B. Methodology

The proposal shall describe the overall approach to the work, specific techniques that will be used, and specific administrative and operational management expertise that will be employed. Specifically the proposal shall describe the methodology proposed to manage the quality assessments and to create the cultural change necessary for the success of this project.

C. Work Plan and Work Schedule

The proposal shall include a work plan and/or schedule for task completion. Identify each major task, necessary subtasks, and/or specific milestones by which progress can be measured and payments made. The work plan or schedule shall specify the estimated hours to accomplish each task.

D. Personnel

The proposal shall list all key personnel who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for key personnel, a statement indicating how many hours each professional will be assigned to the Agreement and what tasks each professional will perform, and knowledge of the Department's organizational structure, culture, policies and procedures. Emphasis should be placed on describing the Consultants experience with creating lasting culture change and a Baldrige-based quality management system in a government agency.

The prime Contractor shall not cause members of the project team to be substituted without prior written approval of Caltrans.

E. Experience

The Consultant's personnel and Subcontractors shall be experienced in performing the types of work described in this Agreement with minimal instructions. Personnel performing the work described in this RFP shall have at minimum:

- o B.A. and/or B.S. Degree and ten (10) years specialized experience
- o Specialized experience should include:

- implementing quality systems based on Malcolm Baldrige quality management principles.
- Demonstrated knowledge of the Department system, issues, and culture.
- Increasing quality and decreasing cost of the design products subject to systematic approach outlined in the Scope of Work, and
- District management, project teams, and design staff commitment to this new systematic approach to quality assurance and quality control.
- increasing quality and decreasing cost of government products or services, and
- training and consulting regarding the establishment of a collaborative culture in a government agency

All Consultants must be able to facilitate the successful completion of a portfolio of deliverables across many team members. Specifically, this involves analyzing problems, defining solutions, communicating recommendations, developing procedures, and leading the development of presentations.

They must have strong team-building, mentoring, communication and presentation skills.

F. References and documentation of prior projects

Due to the size and nature of this project, proposers must submit a least one (1) written sample from a similar project completed during the prior five (5) years to demonstrate the quality of the proposer's work.

Reference will be required for at least three (3) projects completed by the proposer within the past five (5) years with total funding for each project of at least \$100,000:

- o One (1) project regarding interpersonal skills training with a focus on communication and problem prevention/skills;
- o One (1) project where the primary focus was consulting about improving processes for transportation agencies,
- o One (1) Quality management project in which a government agency is currently using the systematic approach to improving quality.

Each reference must include (See Sample **Attachment 15**):

- Firm Name
- Contact Name
- Street Address
- City, State, Zip Code
- Telephone Number
- Brief Description of Service provided
- Service Dates
- Service Value/Cost

G. Subcontracts

If subcontractors are to be used, the proposal must include a description of each person or firm and the work to be done by each subcontractor. No work shall be subcontracted unless listed in the proposal. The Proposal must include a resume for each of the subcontractors' key personnel that are listed to provide services under the Agreement. The cost of the subcontract work is to be itemized in the Cost Proposal as described below in the section entitled **Cost Proposal Requirements**.

The prime Contractor must obtain the advance written approval of Caltrans Contract Manager before substituting subcontractors.

H. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, shall have the following header and page numbering format in the upper right-hand corner: Proposer must sign and submit to Caltrans, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 3**, or the form can be obtained via the Internet at www.dgs.ca.gov/contracts.

Technical Proposal

Date

Agreement No: 53A0159

Attachment 3

Page # of ##

- I. Brochures, tapes, drawings, or other publications. being submitted with Technical Proposals shall be clearly identified as to the name of the proposer and the RFP number.

4. Cost Proposal Requirements

A. Cost Detail Format

- 1) The cost proposal should be broken down into the outline in the Work Plan and Work Schedule (refer to Section 3.C above) for the purpose of this proposal. The resultant Agreement cannot exceed the budgeted allocation of **\$1,550,220.00**. The Cost Proposal, and only the Cost Proposal, shall itemize all items that will be charged to Caltrans including travel charges that will be involved and included in the bid amount. Costs shall be segregated to show actual salary costs including hours, rates, classifications, administrative overhead and fringe benefit expenses, unless otherwise noted on the Cost Proposal worksheet.
- 2) Cost Proposals shall follow the cost proposal format provided in the Cost Proposal Worksheet, **Attachment 1**, and shall be submitted in a separate sealed envelope. Cost information of any kind is **not** allowed in the Technical Proposal. Cost Proposal information consists of: Cost

Proposal, Proposal/Proposer Certification Sheet, and any Special Program documents (**See Section C, Special Programs**).

B. Subcontracts

The breakdown of subcontract costs shall follow the same format.

C. Page Headers and Page Numbering

All pages of the Cost Proposal, including cover pages, Table of Contents, and if applicable, Special Programs documents such as DVBE forms: Disabled Veteran Business Enterprise Declaration, STD 843; the Bidder Declaration, GSPD-05-105, as appropriate; shall have the following header and page numbering format in the upper right-hand corner:

Cost Proposal
Agreement No. **53A0159**
Date
Attachment 1
Page # of ##

5. Darfur Contracting Act

- A. The Darfur Contracting Act, PCC section 10475-10481, applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC section, 10475.
- B. If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete the **Darfur Contracting Act Certification Attachment 8**.
- C. A scrutinized company is a company doing business in Sudan as defined in PCC section, 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (PCC section, 10477 [a]).
- D. Therefore, PCC section, 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC section, 10477(b).

6. Submission of Proposal

- A. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must

be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.

- B. The original proposal must be single sided and marked "ORIGINAL COPY". All documents contained in the original proposal package **must have original signatures** and **must be signed by a person who is authorized to bind the proposing firm**. All additional proposal sets may contain photocopies of the original package. Due to limited storage space, the proposal package should be prepared in the least expensive method (cover page with staple in upper left-hand corner, do not use fancy bindings such as spiral binding or 3-hole punch).
- C. Caltrans does not accept alternate Agreement language from a proposer. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC 610 may be viewed at Internet site www.dgs.ca.gov/contracts.
- D. Responses to this RFP shall be submitted in **two (2) separate** sealed packages/envelopes:
- 1st sealed Package/Envelope: Technical Proposal** - Original and 7 copies.
- 2nd sealed Package/Envelope: Cost Proposal** – Original Cost Proposal, Proposal/Proposer Certification Sheet, and cost information (i.e., if applicable: DVBE, Small Business, LAMBRA, TACPA, EZA).
- E. Proposals must be submitted no later than **3:00 P.M., March 15, 2011**, and addressed as follows (reference C.1, Time Schedule):

Proposals received **after** this date and time will **not** be considered and will be rejected unopened.

The proposal package/envelope must be plainly marked with the RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN", as shown in the following example:

1 ST SEALED PACKAGE/ENVELOPE	2 ND SEALED PACKAGE/ENVELOPE
Agency/Firm Name Address RFP Number 53A0159 RFP Name: Systematic Approach for Quality Control and Quality Assurance	Agency/Firm Name Address RFP Number 53A0159 RFP Name: Systematic Approach for Quality Control and Quality Assurance
TECHNICAL PROPOSAL DO NOT OPEN	COST PROPOSAL DO NOT OPEN

Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

- F. All proposals shall include the documents identified in this RFP's **Required Attachment Checklist, Attachment 9**. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- G. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- H. Both of the individually sealed and labeled proposals (Technical and Cost Proposal) can be packaged and mailed together. Label (as instructed below) and mail or deliver package to the following location.

MAILED OR *DELIVER TO:

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: BETTY GRAHAM
1727 30th Street
Sacramento, CA 95816

In the upper portion of the sealed mailing envelope, label outer package:

RFP 53A0159

RFP Name: **Systematic Approach for Quality Control and Quality Assurance**

Firm Name: **(Print Firm Name Here)**

DO NOT OPEN

- * If your proposal is hand delivered, you must date and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, proposals should be placed in the locked bid cabinet located below the time stamp. If the proposal package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the proposal package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your proposal package picked up by Contracts' staff.
- I. Each proposer's Technical Proposal will be reviewed to determine if it meets the proposal requirements contained in the section **Technical Proposal Requirements** (above). Failure to meet the requirements for the RFP shall be cause for rejection of the proposal.
- J. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject a proposal that is not responsive, does not meet the technical standards, or is not from a responsible proposer, or may reject all proposals. Caltrans may also waive any immaterial deviation in a proposal. Caltrans waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if the proposer is awarded the Agreement.

- K. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- L. Only an individual who is authorized to contractually bind the proposing firm shall sign the Proposal/Proposer Certification Sheet, **Attachment 4**. The signature must indicate the title or position that the individual holds in the firm. The proposer's proposal may be rejected if the Proposal/Proposer Certification Sheet is not signed.
- M. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- N. A proposer may withdraw its proposal by submitting a written withdrawal request to Caltrans that is signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- O. Caltrans may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. All addenda prior to the submission deadline are also posted on BidSync: <http://www.bidsync.com/>
- P. Caltrans reserves the right to reject all proposals for reasonable cause.
- Q. Proposers are cautioned to not rely on Caltrans during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully proof them for errors and adherence to the RFP requirements.
- R. Where applicable, proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- S. More than one proposal or a proposal that includes various options or alternatives from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.

7. Evaluation Process Format Requirements

- A. Format Requirements

- 1) At the time of proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the submission requirements of this RFP. Proposals that do not provide requested information will be rejected as non-responsive.
- 2) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, shall be rejected.
- 3) Caltrans will evaluate each proposal to determine its responsiveness to Caltrans needs. Technical proposals and oral presentations will be rated by an evaluation committee using a consensus process (Caltrans RFP Evaluation Standards and Procedures) for determining final scores.
- 4) Phase I: Technical Proposal Evaluation/Written Proposal
An evaluation committee will evaluate those Technical Proposals that meet the proposal submission requirements. The evaluation will be based on the criteria shown on Criteria for Evaluation of Consultant Technical Proposals/Written Proposal **Attachment 5**. Only those proposers receiving a minimum score of 85% percent (85%) or above will move on to Phase II. Those Technical Proposals receiving less than the above minimum score will not receive further consideration.
- 5) Phase II – Technical Proposal Evaluation/Oral Presentation
Proposers will be contacted to schedule a date and time for the Oral Presentation. The evaluation will be based on the criteria shown on Criteria for Evaluation of Consultant Technical Proposal Oral Presentations, **Attachment 6**. It is anticipated that the Oral Presentations will be held in **Sacramento, California (location TBD)**. Only those proposals receiving a minimum score of 85 percent or above will move on to Section 9 (B), Cost Proposal Opening. Oral Presentations receiving less than the above minimum score will not receive further consideration.

B. Cost Proposal Opening

Cost Proposals will be opened for proposers who met the required minimum score in Phase I – Technical Proposal Evaluation/Written Proposal and in Phase II – Technical Proposal Evaluation/Oral Presentation . The final selection will be made on the basis of the lowest responsive Cost Proposal from a responsible Proposer. The Cost Proposal Opening will be held at 1727 30th Street, Sacramento, CA 95816 on the date and time specified in Section C) - Proposal Requirements and Information, 1 - Time Schedule. Proposers may participate in person or via teleconference by calling **1-866-700-7952** and entering the pass code **7089821**. Calls will be accepted beginning at **2:50 PM** until the conclusion of the Cost

C. Miscellaneous Award Issues

1. Caltrans does not negotiate rates and/or costs listed on any Cost Proposal submitted.

2. If no proposals are received containing bids offering a price, which in the opinion of Caltrans is a reasonable price, Caltrans is not required to award an Agreement (PCC section, 10344 [d]).
3. The proposer is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by The Department of General Services or attentively by the State and the proposer is notified by the Contract Manager to begin work.
4. In the event of a precise tie, lots will be drawn to determine the successful proposer, or if applicable, the tie will be broken in accordance with Government Code 14838 (f).

D. Pre-Award Audit

Prior to award of the Agreement, a pre-award audit may be performed. The pre-award audit will be conducted in accordance with generally accepted governmental auditing standards as promulgated by the United States General Accounting Office. The scope of the audit will consist of such tests as the auditors consider necessary to assure that the proposal satisfactorily meets the requirements outlined in Items 1-3 below prior to execution of the Agreement. Upon completion of a pre-award audit, if, in Caltrans judgment, one or more of these requirements is not satisfactorily met, Agreement award may be canceled.

- 1) At the time of the pre-award audit, the proposal must demonstrate through actual historical data that its accounting system is capable of accumulating and segregating reasonable, allocable and allowable costs. For new businesses, if actual historical data is unavailable or the accounting system is newly implemented, the system will be tested to determine whether the accounting system is adequate and, if necessary, recommend that an interim audit be performed. At a minimum, the proposal must have an accounting system that meets the following objectives:
 - a) The ability to record and report financial data in accordance with generally accepted accounting principles and the Code of Federal Regulations, Title 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31.
 - b) The ability to accumulate and segregate reasonable, allocable and allowable costs through the use of a cost accounting system.
 - c) A system of record keeping ensuring that costs billed Caltrans will be supported by adequate documentation and in compliance with the terms of the Agreement and applicable Federal and State regulations.
 - d) Procedures to retain accounting records and source documentation as required by the terms of the Agreement and applicable Federal and State regulations.
 - e) A system of internal control, which provides reasonable assurance that assets are protected; financial data, records and statements are

reliable; and errors and irregularities are promptly discovered, reported and corrected.

- 2) The proposer must be financially capable of performing the work.
- 3) The costs proposed must be reasonable.

8. Award and Protest

- A. Notice of Intent to Award shall be posted at Caltrans, 1727 30th Street, Sacramento, 95816 (1st floor Lobby display case), and on the following Internet site: www.caltrans-opac.ca.gov/contract.htm for five (5) working days prior to awarding the Agreement.
- B. Bid results may be viewed on the internet at 12:00 P.M. (Noon) on the first business day following the bid due date at: <http://caltrans-opac.ca.gov>.
- C. Proposers have the right to protest the award of Caltrans Agreements subject to the following grounds, processes and procedures.
 - 1) If any proposer, prior to the award of Agreement, files a protest with Caltrans, Protest Unit and the DGS, Office of Legal Services, on the grounds that the (protesting) proposer would have been awarded the Agreement had the Agency correctly applied the evaluation standard in the RFP, or if the Agency followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter. It is suggested that you submit any protest by certified or registered mail to:

DEPARTMENT OF TRANSPORTATION Division of Procurement & Contracts, MS 65 Attention: Protest and Dispute's Manager 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6837 Fax Number: (916) 227-1950	DEPARTMENT OF GENERAL SERVICES Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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- 2) Within five (5) days after filing the initial protest, the protesting proposer shall file with the DGS, Office of Legal Services and Caltrans, Protest Unit, a full and complete written statement specifying the grounds for the protest. It is suggested that you submit this complete written statement by certified or registered mail.
- D. Upon award of the Agreement, proposer must complete and submit to Caltrans the Payee Data Record (STD 204), to determine if the proposer is subject to State income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

9. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public

records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. We recommend that you copyright any proprietary material submitted.

10. Standard Conditions of Service

- A. Service shall be available no sooner than the express date set by Caltrans and the proposer, after all approvals have been obtained and the Agreement is fully executed. Should the proposer fail to commence work at the agreed upon time, Caltrans, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the proposer shall be liable to the State for the difference between proposer's proposal price and the actual cost of performing work by the second lowest proposer or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer (See Government Code section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (See Government Code section 4554).
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and

- Professions Code. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.
- G. If the proposer is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the proposer will be liable to Caltrans for actual damages resulting to Caltrans therefrom or ten percent (10%) of the amount proposed, whichever is less.

D) Special Program(s)

The following Special Program(s) are applicable to this RFP.

1. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

A. DVBE Participation Program with Goals

- 1) The required DVBE participation goal for this RFP is **three percent (3%)**. The resultant contract is financed with State funds and subject to PCC, section 10115 et seq., Military and Veterans Code, section 999 et seq., and Title 2, California Code of Regulations (2 CCR), section 1896.60 et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program may also apply – see paragraph B, DVBE Incentive Program, below.
- 2) Proposer shall complete and submit the Proposal/Proposer Certification Sheet (**Attachment 4**), **Bidder Declaration, GSPD-05-105 (Attachment 2)**, and as applicable, the Disabled Veteran Business Enterprise **Declarations form STD 843 (Attachment 11)**. Proposer shall complete or collect STD 843(s) when the following situations occur:
 - a. Proposer is DVBE (prime) contractor.
 - b. Proposer subcontracts with any DVBE firm. Proposer collects and submits with its proposal package a completed and signed STD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.
- 3) Additional references: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code, section 999 et seq., and 2 CCR section 1896.99 et seq., to encourage proposers to partner with DVBE subcontractors. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible proposer with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive.

Proposers who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.

- 2) Caltrans will apply an incentive to proposals proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by Caltrans prior to the award of the contract. The incentive amount is equal to a percentage of the lowest responsive and responsible proposal based on the amount of DVBE participation in the proposal being evaluated per the Tables below.

- 3) Tables for RFP

Required 3% Goal

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4.5% - 4.99%	4%
4.0% - 4.49%	3%
3.5% - 3.99%	2%
3.01% - 3.49%	1%

- 4) When applying the DVBE incentive a Non-SB shall not displace an award to a California Certified Small Business. Nor shall the DVBE incentive exceed five percent (5%) of the total possible points.

- 5) Additional information: <http://www.pd.dgs.ca.gov/smbus/default.htm>

2. Small Business Enterprise or Microbusiness Preference

Government Code section 14835 et seq. requires that a five percent (5%) preference be given to proposal's who qualify as a Certified SB or MB. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in 2 CCR 1896 et seq.

To claim the SB or MB preference, your firm must have its principal place of business located in California and be certified by the DGS, OSDS. The preference amount may not exceed \$50,000 for any proposal. If proposer is claiming the five percent (5%) certified SB or MB preference, complete the Proposal/Proposer Certification Sheet, Section 16, (**Attachment 4**) and attach a copy of your certification.

Pursuant to Government Code section 14838 and 2 CCR 1896, if a proposer is not a certified SB but wishes to be eligible for the five percent (5%) "non-SB" preference, the proposer must subcontract at least 25 percent (25%) of its net proposed price to one or more certified small businesses. If proposer is claiming the five percent (5%) "non-SB" preference, complete the Proposal/Proposer Certification Sheet, **Section 17, Attachment 4**, and complete Bidder Declaration form, GSPD-05-105, with the names of all

certified SB firms being claimed for credit. Attach a copy of the subcontractor's Certified SB certificate for each SB subcontractor. Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s).

SB Preferences may not be applied to any proposal deemed non-responsive with the solicitation instructions or from a responsible proposer.

Questions regarding the certification approval process or SB program should be directed to DGS,OSDS at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

or E-mail: osdchelp@dgs.ca.gov

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

ATTACHMENT 1

COST PROPOSAL WORKSHEET

**DIRECT LABOR
(Title/Category)**

HOURS

RATE

TOTAL

\$

\$

Program Manager, or
equivalent

@

\$

\$

Sr. Trainer, or equivalent

@

\$

\$

Associate Trainer, or
equivalent

@

\$

\$

Clerical (Administrative
Assistant)

@

\$

\$

SUBCONTRACTOR(S) COST ITEMIZED

\$

\$

DIRECT COSTS (Except Labor)

Travel Costs (Itemize)

\$

Materials and Supplies
(Training handbooks ,
printing)

\$

Other Direct Costs
(Itemized)

\$

FEE (PROFIT)

\$

TOTAL COSTS

\$

*****the total hourly rates shall include overhead and fringe benefits*****

BIDDER DECLARATION

- 1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**
- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): _____ or None ____** (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes ____ No ____** (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes ____ No ____**
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes ____ No ____ N/A ____**

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Small Business Nonprofit Veteran Service Agency (SB/NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None”. [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES

Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code (PCC) section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC section, 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with PCC section, 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:

ATTACHMENT 3

CONTRACTOR CERTIFICATION CLAUSES

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 4
PROPOSAL/PROPOSER CERTIFICATION SHEET

Only an individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Proposal/Proposer Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Our all-inclusive proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Proposal Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes ☐ No ☐ If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your proposal.		

ATTACHMENT 4
PROPOSAL/PROPOSER CERTIFICATION SHEET

Completion Instructions for PROPOSAL/PROPOSER CERTIFICATION SHEET

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.
17	Check the applicable box. Complete and return GSPD-05-105 with your proposal.

Attachment 8 Darfur Contracting Act

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 9

REQUIRED ATTACHMENT CHECKLIST

A complete proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this RFP and must be returned, as instructed, or your proposal may be considered non-responsive. **Return this checklist with your Technical Proposal package.**

Technical Proposal and Attachments

NOTE: Return this Checklist with the Technical Proposal package.

1st SEALED PACKAGE/EVENLOPE

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____	Technical Proposal as stated in this RFP (This shall be incorporated to the Attachment 10 as the Attachment 2). Original and 6 copies required
_____	Contractor Certification Clauses (CCC 307) . The CCC 307 can also be found on the Internet at: http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the Agreement. (RFP Attachment 3 will not be attached to the Attachment 10).
_____	Darfur Contract Act (RFP Attachment 8)
_____	Required Attachment Checklist (RFP Attachment 9)
_____	Completed Reference Letter for each reference (Attachment 15)
<u>COPIES</u>	B.A. and/or B.S. Degree for each key personnel performing the work described in this RFP
<u>COPIES</u>	Attach a copy of the subcontractor's Certified SB certificate for each SB subcontractor. If proposer is claiming the five percent (5%) "non-SB" preference on the Attachment 4, Section 17, the Proposal/Proposer Certification Sheet and complete Bidder Declaration form, GSPD-05-105, with the names of all certified SB firms being claimed for credit.

Cost Proposal and Attachments

NOTE: All Cost Proposal Information and applicable Attachments MUST be packaged separately from the Technical Proposal package. **No Cost Information of any kind is allowed in the Technical Proposal.**

2ND SEALED PACKAGE/EVENLOPE

ATTACHMENT 9

Attachments

Attachment Name/Description

_____	Cost Proposal (RFP Attachment 1)
_____	Disabled Veteran Business Enterprise (DVBE) Participation Program (Attachment 7)
_____	Documentation of Disabled Veteran Business Enterprise Declaration, STD 843, with all necessary attachments and Bidder Declaration form, GSPD-05-105. (RFP Attachment 2)
_____	Bidder Declaration form, GSPD-05-105. (RFP Attachment 2). This shall be incorporated to the Attachment 10 as the Attachment 3 .
	Proposal/Proposer Certification Sheet (RFP Attachment 4).

ATTACHMENT 5

PHASE I

CRITERIA FOR CONSULTANT WRITTEN TECHNICAL EVALUATION

Technical Proposal Evaluation:	Maximum Possible Score (Weighted Score)	Consensus Determination - %	Score
I. CLARITY AND ORGANIZATION OF PROPOSAL RESPONSE			
A. Clarity and organization of Proposal - Proposer address the RFP Section 3 Technical Proposal Requirements. - Proposer clearly defines the Department's needs and the proposed solution in a logical, easy to understand manner. - Proposal utilizes the Exhibit A Scope of Work for the organization of the proposal.	5		
B. Conciseness of Proposal Proposer provides relevant information in a thorough yet succinct fashion and avoids the use of jargon.	5		

NARRATIVE

II. CONTRACTOR'S UNDERSTANDING OF DEPARTMENT'S REQUEST			
A. Department's Problems' and Requirements - Proposer demonstrates and understands the transportation project delivery challenges and opportunities in California. - Proposer summarizes the intent and requirements of the proposal with minimal usage of the proposal text.	5		
B. Project Scope and Project Requirements - Proposer illustrates level of work commensurate with the project requirements with the work detailed in Exhibit A Scope of Work. - Proposer utilizes the performance characteristics for QC and QA assessments.	5		

NARRATIVE

ATTACHMENT 5

PHASE I

CRITERIA FOR CONSULTANT WRITTEN TECHNICAL EVALUATION

III. CONTRACTOR'S APPROACH TO TECHNICAL WORK			
A. Methodology for culture change - Proposer's approach to move from a culture of "command and control" to a culture of teamwork. - Proposer's approach to utilize assessments to facilitate collaboration, improvement, and accountability for highway projects.	10		
B. Methodology for managing assessments - Proposer's approach to collect, summarize, display and track QC and QA assessments. - Proposer approach allow for flexibility and modifications.	10		
C. Project Work Plan and Schedule - Work plan allocations are reasonable, appropriate and do not exceed the maximum amounts allowed as outlined in this scope of work. - Proposal work plan identifies major tasks and subtasks. - Work plan are thorough, clear, and concise.	5		

NARRATIVE

IV. CONTRACTOR QUALIFICATIONS AND EXPERIENCE			
A. Demonstrated capability of creating a lasting culture change in a government agency - Proposer provides examples of currently functioning quality management system. - Proposer provides references and examples of a culture change to focus on teamwork, collaboration, and problem solving versus "command and control" dictates.	20		
B. Demonstrated capability of creating a lasting quality management system in a government agency utilizing Malcom Baldrige principles Proposer provides examples of currently functioning system including:	15		

ATTACHMENT 5

PHASE I

CRITERIA FOR CONSULTANT WRITTEN TECHNICAL EVALUATION

- o Quality assessments of performance of criteria - o A culture supportive of continuous • feedback and improvement.			
C. Knowledge of the Department's organizational structure, culture, policies and procedures • Proposal contain experience and references regarding Project Development • Proposal contains experience regarding the diversity between the 12 Caltrans Districts and Caltrans Headquarters.	10		
D. Staff Experience • Proposer meets or exceeds the qualifications requirements of the Technical Proposal Requirements in Section 3.D and E.	10		
TOTAL POSSIBLE	100		
TOTAL ACTUAL			
TOTAL PERCENT			

Passing Score: 85 or 85%.

Only those proposers with a passing score will proceed to the oral interview.

ATTACHMENT 6

PHASE II

CRITERIA FOR EVALUATION OF CONSULTANT TECHNICAL PROPOSAL ORAL PRESENTATION

Oral Presentation Evaluation:	Maximum Possible Score (Weighted Score)	Consensus Determination - %	Score
1. Demonstrate an understanding of the Project Scope of Work	15		
2. Describe your approach/philosophy in instituting organizational change	30		
3. Describe your approach/philosophy in instituting quality management practices	30		
4. Describe your philosophy of the Consultant's involvement in the client's process	15		
5. Describe your approach to achieving buy-in and support of directorate, management and staff.	10		
TOTAL POSSIBLE	100		
TOTAL ACTUAL			
TOTAL PERCENT			

g Score 85 or 85 %. Only those proposers with a passing score will proceed to the cost opening

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS**
(09/03//09)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration’s (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the “Dynamic Small Business Search” button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the “help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
[DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:

List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS – FOR GOODS AND INFORMATION TECHNOLOGY**
(Revision Date 09/03/2009)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and Information Technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, OSDS for assistance. Bidders choosing this option must properly complete and submit the Bidder Declaration (GSPD-05-105), and include a copy of its BUP approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

If a solicitation specifies a higher DVBE participation goal than the BUP 3% goal, the bidder must meet the goal stated in the solicitation, and submit a Bidder Declaration to confirm the actual DVBE participation for an element of work for that solicitation.

In order to qualify for a DVBE incentive, a bidder with a BUP, must propose the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation; and submit a Bidder Declaration to confirm the actual DVBE participation for an element of work for that solicitation.

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:
<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
[DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

RFP Number 53A0159

ATTACHMENT #10

Proposed form Standard Agreement (State)

AGREEMENT NUMBER

TBD

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Consultant named below:

STATE AGENCY'S NAME

California Department of Transportation (Caltrans)

CONSULTANT'S NAME

TBD

2. The term of this Agreement is: **TBD** or upon DGS approval, through **TBD** whichever is later

3. The maximum amount of this Agreement is: **TBD**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work**Exhibit B** – Budget Detail and Payment Provisions**Exhibit C*** – General Terms and Conditions (GTC 610)**Exhibit D** - Special Terms and Conditions**Exhibit E** – Additional Provisions**Attachment 1** - Cost Proposal**Attachment 2** - Technical Proposal**Attachment 3** – Bidder Declaration, GSPD-05-105**Attachment 14** - Section Report Evaluation Tool California High Speed Rail**Attachment 16** – Caltrans Districts 1 through 12 Boundaries and Mailing Addresses & Map**Note to Bidders:**

The following 87 pages represent a sample of the Agreement that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contact identified for this RFP.

10 Pages

3 Pages

9 Pages

5 Pages

Pages TBD

Pages TBD

Pages TBD

57 Pages

3 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONSULTANT

CONSULTANT'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Department of Transportation (Caltrans)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1727 30TH Street, MS #65, Sacramento, California 95816**California Department of General Services Use Only**☐ Exempt per:

EXHIBIT A

Consulting Services Agreement (State)

SCOPE OF WORK

1. The work to will be performed per the requirements of this Agreement, including but not limited to Attachment 1 Cost Proposal dated (DATE), Attachment 2 Consultant's Technical Proposal entitled "Systematic Approach for Quality Control and Quality Assurance" dated (DATE), and the Exhibit A in this Agreement. If there is any conflict between the Consultant's proposals and this Agreement, this Agreement shall prevail.
2. The services shall be performed throughout Caltrans Districts 1 through 12 located across the State (See District Boundaries and Mailing Addresses available at: <http://www.dot.ca.gov/mail.htm#map>). Also see the attached Caltrans District Map, Attachment 16.
3. This Agreement will commence on June 7, 2011 (estimate) or upon approval by Department of General Services (DGS), whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on June 6, 2013 (estimate). The services shall be provided during working hours, Monday through Friday, except holidays. The parties may amend this agreement as permitted by law.
4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Consultant: TBD
Section/Unit:	Section/Unit:
Contract Manager: TBD	Project Manager:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

EXHIBIT A

Consulting Services Agreement (State)

5. Introduction

Caltrans has decided determined that the principles of the Malcolm Baldrige National Quality Program (MBNQP) will serve as the foundation for the vision or managing the quality of two (2) design products in each of Caltrans Districts 1 through 12. MBNQP methodology would ask the following three questions regarding the Department's Quality Control (QC) and Quality Assurance (QA) systems:

- What is the systematic approach to managing quality?
- How well is the systematic approach deployed?
- Is the systematic approach yielding the desired results?

The Consultant shall create a systematic approach for QC and QA for design products. In addition the Consultant shall deploy the systematic approach to QC and QA on two (2) design products in each of Caltrans Districts 1 through 12 – in order for district management and staff to ascertain this new systematic approach is superior the current procedures. The result of this contract is to have a paradigm shift from “top down command and control” to “teamwork that seeks to satisfy customers”.

6. The Consultant shall obtain the Caltrans Contract Manager's written approval for any substitutions or alterations to the Consultant's original staff and project organization. The Consultant shall submit the substituted staff's B.A. and/or B.S. Degree and proof of ten (10) years specialized experience. The substituted staff experience shall include implementing quality systems based on Malcolm Baldrige quality management principles. The substitute employee shall demonstrate knowledge of the Department systems, issues, and culture.

EXHIBIT A

Consulting Services Agreement (State)

7. The Consultant shall coordinate with the Caltrans Contract Manager to provide the services to each of the Caltrans Districts 1 through 12. The detailed description of the Consultant's task and responsibilities are as follows:

A. Phase I: The Consultant shall Create Capability to Manage Assessments

1. Create capability to manage QA assessments: Caltrans Division of Design has created the following list of Highway Project Performance Characteristics, and the functions that have the expertise and important interest in the performance characteristics.

Performance Characteristics	Key Function
Protective Features	Traffic Operations
	Maintenance
	Construction
Purpose & Need	Environmental
	Design
	Planning
Cost Management (Current & Projected; Support & Capital)	Project Management
Schedule Management (Current & Projected)	Project Management
Design Standards Compliance	Design
	Structures Design
	Traffic Operations
Environmental Commitments, Minimization & Compliance	Environmental
R/W Minimization & Compliance	R/W
Construction Contract Standards Compliance	Office Engineer
	Construction
Constructability	Construction
	Structures Const.
Designed to Operate as Planned	Traffic

EXHIBIT A

Consulting Services Agreement (State)

	Operations
	Maintenance
	Planning
Maintainability	Maintenance
Optimization	Design
	Structures
	Design
	Project Management

The above list was created as part of the High Speed Rail (HSR) Section Report Evaluation tool (Attachment 14). These characteristics are equally relevant to Highway projects proposed on the State Highway System.

These Performance Characteristics will serve as the core of the QA system. The Consultant shall create the capability to systematically gather QA assessments regarding the Performance Characteristics, aggregate the information, and make it available for real-time access.

2. Create capability to manage QC assessments: QC assessments by the Caltrans design team shall address the performance characteristics previously mentioned, but will also assess the preventive factors such as: design team qualifications, components of the design product, and design sub-products from other functional suppliers. The Consultant shall create the capability to systematically gather these QC assessments, aggregate the information, and make it available for real-time access to those parties interested in these assessments including the QA team and Caltrans Design teams performing QC for design products.

B. Phase II: Caltrans District Management Preparation & Planning

Each district has its own culture and its own way of performing QC and QA for its design products. The Division of Design is cognizant of the difficulty of building district commitment to a department-wide systematic approach to QC and QA, yet is also aware that without this district commitment, deployment would be undermined. In each district, the Consultant will need to create and execute a

EXHIBIT A

Consulting Services Agreement (State)

training plan that introduces this new department-wide concept, and create an implementation plan with the District Managers.

The implementation plan should involve the establishment and training of the two QA teams (for QA) and two Design Teams (for QC) as called for in Phase III below - with special emphasis and training on team leaders. The implementation plan should also address the coaching of Caltrans Project Managers and Project Engineers during the deployment (Phase IV). Finally, the implementation plan should address how feedback from District management and staff regarding the QC and QA systems will be gathered and used (Phase V).

C. Phase III: Team Training

1. Caltrans staff QA Team Leaders Training: A Caltrans QA team shall contain about 10 key functional representatives (Caltrans District Staff) from the project team. The team members will perform the QA assessments, and will take action in response to risks identified in the QA assessments. Caltrans Design Senior shall be the content leader of the team. The Caltrans Project Manager (PM) shall be the process leader of the team. The Consultant is required to provide training to these leaders. The training shall include the skills, knowledge, abilities, and partnership needed to create an efficient and effective team that systematically resolves project issues.
2. Design Team Leader (Project Engineer) Training: The Caltrans Design Senior shall give the Caltrans Project Engineer lead authority and support staff to form the design team. For QC, the Project Engineer shall be the leader of the design team. The team will gather the QC assessments and take action in response. The Consultant is required to provide training to these leaders. The training shall include the skills, knowledge and abilities to create an efficient and effective team that systematically identifies and resolves design issues and prevents problems.
3. Team Training: Team work will be fundamental to the success of the quality management system. The Caltrans teams of employees - whether they are QA teams performing QA, or design teams performing QC - will be expected to systematically and creatively respond to QC and QA assessments. This will require a new level of team collaboration, where each member of the QA team

EXHIBIT A

Consulting Services Agreement (State)

or design team participates in prioritizing issues, contributes their innovative solutions to resolve those issues, and implements the solutions. The Consultant will provide training to the team members that will result in improvements in actual team members' behavior – leading to increased commitment and cohesion.

D. Phase IV: Facilitation Coaching

1. Coaching Caltrans Project Managers Regarding Facilitation: The QA team will require extensive facilitation skills beyond those already used by the typical Caltrans Project Manager. In order to assure the training provided in Phase III is utilized, coaching will be required. The Consultant will 1) coach the Caltrans Project Managers to prepare for each monthly QA team meeting, 2) provide feedback and strategize next steps after the meeting, and 3) coach Caltrans Project Managers in facilitating and solving problems identified on the assessments.
2. Coaching Caltrans Project Engineer Regarding Facilitation: QC, being much more detailed than QA, will look at more detailed variables than just the performance characteristics. The risk is that QC could slow down the process of designing, when it should be making the process more timely and efficient. To mitigate this issue, the Consultant will 1) coach the Caltrans Project Engineer's in preparation of each QC team meeting, 2) provide feedback and strategize next steps after the meeting, and 3) coach Caltrans Project Engineers in facilitating and solving problems identified on the QC assessments utilizing the Phase III training.

E. Phase V Survey District Management, QA Teams and Design Teams

1. The key to deployment of the QC and QA systematic approaches is that these new systems work for Caltrans District Management, Project Managers, Design Seniors, Project Engineers, QA team members from all critical functions, and design team members. Therefore, the Consultant shall conduct a quarterly survey, as a minimum, of these users of the system and determine their level of satisfaction, learn their notions of how to improve the system, and assess their commitment to using the system in the future.

EXHIBIT A

Consulting Services Agreement (State)

2. Improve the QC and QA Systematic Approaches. The Consultant shall analyze the survey results and help identify key areas for improvement. If the improvement opportunity lends itself to being resolved by a group of Caltrans District or HQ staff, the Consultant shall facilitate the group and gain consensus on the solutions to improve the QC and QA systematic approaches.

F. Report and findings of the QC and QA systematic approach project

The Consultant will summarize its findings in a report from the experience gathered from this contract and provide presentations to Department management. The report and presentations shall include:

1. Preconceived notions by Caltrans Management of QC and QA system proposal
2. Caltrans Management's training, planning, and improvements
3. Readiness of QA teams
4. Readiness of design teams for performing QC.
5. Project Manager's and Design Senior's partnership compared to Project development team current practices.
6. QA teams collaboration compared to project development teams current practices
7. Survey results from the District Management, QA team members, and design team members
8. Improvements to the QC and QA systematic approaches

G. Deliverables

Task	Deliverable
A. Phase I - Create capability to Manage Assessment	
1) Create capability to manage QA assessments	Tool and Procedures for managing QA assessments
2) Create capability to manage QC assessments	Tool and Procedures for managing QC assessments

EXHIBIT A

Consulting Services Agreement (State)

Task	Deliverable
B. Phase II - Caltrans District Management Preparation & Planning	District Manager training (one per District) Caltrans Districts 1 through 12 implementation plans (one per District)
C. Phase III - Team Training	
A. Caltrans QA Team Leaders (Project Manager and Design Senior) Training	Training for Caltrans Districts 1 through 12
B. Caltrans Design Team Leader (Project Engineering) Training	Training for Caltrans Districts 1 through 12
C. Team Training	Training in Caltrans Districts 1 through 12
D. Phase IV - Facilitation Coaching	
A. Facilitation Coaching - Caltrans Project Managers	Consultation sessions planned for at least 3 per month per project
B. Facilitation Coaching - - Caltrans Project Engineers	Consultation sessions planned for at least 3 per month per project
E. Phase V - Survey Caltrans District Management, QA Teams and Design Teams	
A. Quarterly Surveys	Analysis document of survey results
B. Improve the QC & QA systematic approaches	Quarterly upgraded procedures for managing QA and QC assessments
F. Report and Findings	Summary Report and Presentations to District & HQ management

8. Detailed description of Caltrans Contract Manager task and responsibilities to be performed:

EXHIBIT A

Consulting Services Agreement (State)

- A. Provide applicable background materials that will assist the Consultant in their preparation.
- B. Review the consultant's deliverables within ten (10) State working days.
- C. Provide staff, leadership, and technical expertise in order to complete the Department's portion of Exhibit A.

EXHIBIT B

Consulting Services Agreement (State)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon approval of services by Caltrans' Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Consultant for actual expenditures incurred in accordance with the rates in **Attachment 1, Cost Proposal**. Incomplete or disputed invoices shall be returned to the Consultant, unpaid, for correction.
- B. Invoices shall be itemized in accordance with , **Attachment 1, Cost Proposal** and shall include this Agreement Number, dates of service, **number of hours worked by each personnel; Consultant and/or Sub consultant employee name and classification, list the phase number the service were performed under (See Exhibit A.8.G Deliverables) and materials and supplies purchased to be sued for this RFP** shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Transportation
Office of Project Development
Procedures & Quality Improvements, Div of Design
Attention: **Contract Manager's Name (TBD)**
Street Address/P.O. Box
City, CA Zip Code

- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the

EXHIBIT B

Consulting Services Agreement (State)

State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code (GC) Chapter 4.5, commencing with Section 927.

4. Rates

Rates for these services may be found on Attachment 1, Cost Proposal of this document.

5. Allowable Costs and Payments

- A. The method of payment for this Agreement will be based on actual costs incurred by the Consultant and the amount set forth in sub-paragraph B. Caltrans will reimburse the Consultant for actual costs (including labor costs, employee benefits, travel, overhead and other direct costs) incurred by the Consultant in performance of the work, which amount will not exceed **\$TBD**. Actual costs shall not exceed the estimated wage rates and other estimated costs set forth in the Consultant's cost proposal without prior written Agreement between Caltrans and the Consultant.
- B. In addition to the actual costs, Caltrans will pay the Consultant a total fixed fee of **\$TBD** as follows. In each invoice, the Consultant shall charge a pro rata share of the fixed fee based on the percentage of work completed to the satisfaction of the Contract Manager and Caltrans shall pay the pro rata share upon approval of the invoice in accordance with the procedures set forth in Exhibit B, Section 1.
- C. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current State Department of Personnel Administration rules.
- D. The Consultant shall not commence performance of work or services until this Agreement has been approved by California Department of General Services. No

EXHIBIT B

Consulting Services Agreement (State)

payment will be made prior to approval nor for any work performed prior to approval of this Agreement.

E. The total amount payable by Caltrans, shall not exceed **\$TBD**.

6. Cost Principles

- A. The Consultant agrees that the Title 48 Code of Federal Regulations (CFR) Part 31, Contract Cost Principles and Procedures (48 CFR 31), shall be used to determine the allowable individual items of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by Consultant to the State.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

8. Materials/Supplies

The Consultant will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. Consultant costs associated with the purchase and installation of materials/supplies are considered as a component of the Consultant's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Costs of materials/supplies are to be substantiated by a copy of the appropriately signed invoice verifying the actual cost and delivery of the replaced components to Caltrans.

EXHIBIT D

Consulting Services Agreement (State)

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans' Contract Officer, who may consider any written or verbal evidence submitted by the Consultant. The decision of the Contract Officer, issued in writing, shall be Caltrans' final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Consultant from full and timely performance in accordance with the terms of the Agreement.

2. Evaluation of Consultant

Performance of the Consultant under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Consultant Evaluation Sheet (STD 4), and maintained in the Office file, and DGS, Office of Legal Services, if it is negative and over \$5,000.

3. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subcontractors, and no subcontract shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to the Consultant. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute Subcontractor.

EXHIBIT D

Consulting Services Agreement (State)

4. Consultant's Reports and/or Meetings

- A. The Consultant shall submit progress reports at least once a month to allow the Contract Manager to determine if the Consultant is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.
- B. The Consultant shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.
- C. Prior to completion of the Agreement, the Consultant shall hold a final meeting with the Caltrans Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.
- D. Any document or written report prepared as a requirement of this Contract shall contain, in a separate section preceding the main body of the document, a list of all Contracts and subcontracts (including dollar amounts) relating to the preparation of those documents or reports if the combined costs for work by non-employees of the Consultant exceed \$5,000.

5. Publication

- A. The Consultant shall not copyright any deliverable(s) developed and funded under this Agreement.
- B. The Consultant shall have the right to publish any and all information, conclusions and developments (except that which is designated as **CONFIDENTIAL** by the State) resulting from work conducted under this Agreement.
- C. Any publication by Consultant shall give proper credit to the State. All publications shall bear an appropriate inscription acknowledging the State's copyright ownership to the Work and Deliverable(s) (including but not limited to, all reports, design materials, advertisements, training materials, writings, articles, computer programs, inventions and any documentation related to the Agreement) consisting of a "c" in a circle followed by the four-digit year in which the Work or Deliverable was produced, followed by the words "California Department of Transportation. All rights reserved."
- D. The Consultant shall submit to the State any materials released for publication simultaneously with submission to the publisher for the purpose of comment and review by the State with respect to the presence of patentable, confidential and/or proprietary subject matter within the materials released for publication.

EXHIBIT D

Consulting Services Agreement (State)

- E. The State will take all reasonable steps to have United States Patent Applications, or other appropriate protection of intellectual property, filed prior to the time the information, conclusions or developments are published or otherwise made available to the public.
- F. The Consultant agrees to keep confidential any proprietary information supplied to it by the State during the course of the Agreement and designated in writing as "**CONFIDENTIAL**". Such information will not be included in any published material without the prior written approval of the parties.
- G. All publications shall contain the following disclaimer in a separate section preceding the main body of the document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."
- H. The Consultant shall not copyright the training course materials or written report developed and funded from this Agreement.
- I. The training course materials/written product/report funded from this agreement shall become the property of the State, and all publication use rights are reserved to the State.
- J. The written product or title pages of the report/course outline shall bear an appropriate description acknowledging the source of funds used to produce the report/document/ training course and materials.
- K. The course outline/written product/report shall contain the following disclaimer in a separate section preceding the main body of the document:
- L. "The contents of this training course/documentation/report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This course outline/document/report does not constitute a standard, specification, or regulation."

EXHIBIT D

Consulting Services Agreement (State)

6. Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.
- C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans' staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than Caltrans.
- F. Any subcontract, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

7. State-Owned Data - Integrity and Security

- A. Consultant shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
- Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

EXHIBIT D

Consulting Services Agreement (State)

- 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 5) Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Consultant shall use the State-owned data only for State purposes under this Agreement.
- C. Consultant shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) section 5335.1)

8. Termination

- A. Caltrans reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Consultant or immediately in the event of material breach by the Consultant.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to Consultant.

9. Disabled Veterans Business Enterprise (DVBE) Participation (With Goals)

- A. The Consultant has complied with the requirements of Public Contract Code (PCC) Section 10115 et seq. DVBE goals achieved are expressed as a percentage of the estimated dollar value of this Agreement, and are identified on the Bidder Declaration, GSPD-05-105, and are attached to and made a part hereof.

EXHIBIT D

Consulting Services Agreement (State)

- B. The following goals are the Consultant's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended*

3% of work for DVBE(s)*If this Agreement is amended and the additional work can be included in the sub-contracted work, the goals may be amended to reflect this change. A revised Bidder Declaration form, GSPD-05-105 must be attached to and made a part of the amended agreement.

- C. Substitutions of DVBEs. Consultant must use the DVBE Subcontractors and/or suppliers contained in the solicitation response to the State, unless a substitution has been preapproved in writing by the Caltrans Contract Manager. No substitutions are to be made without receipt of prior written approval from the Contract Manager. Failure to obtain approval of substitute Consultants before work is performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.
- D. At a minimum, the Consultant's substitution request must include:
- 1) a written explanation of the substitution reason; and if applicable, the Consultant must also include the reason a non-DVBE Subcontractor is proposed for use;
 - 2) the Consultant must also include a written description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation or other entity, and the firm's DVBE certification status, if any;
 - 3) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.
- E. **Prior** to the approval of the prime Consultant's substitution request, the **contract manager** must give written notice to Subcontractor being substituted by the prime Consultant. A copy of the notice sent by the contract manager must be sent to the Contracts office. The notice must:
- 1) give the reason the prime Consultant is requesting substitution of the listed Subcontractor;
 - 2) give the listed Subcontractor five working days within which to submit written objections to the Contracts Office and copies to the contract manager;
 - 3) notify the Subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and

EXHIBIT D

Consulting Services Agreement (State)

- 4) the notice shall be served by certified or registered mail to the last known address of the listed Subcontractor.
- F. If written objections are filed by the listed Consultant, the Contract's Officer, will render a written decision. The Contracts Office shall give written notice of at least five working days to the listed Subcontractor of a hearing by Caltrans on the prime Consultant's request for substitution.
- G. Caltrans may consent to the substitution of another Subcontractor in any of the following situations:
- 1) When the Subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid is presented to the Subcontractor by the prime Consultant.
 - 2) When the listed Subcontractor becomes bankrupt or insolvent, or goes out of business.
 - 3) When the listed Subcontractor fails or refuses to perform his or her subcontract.
 - 4) When the listed Subcontractor fails or refuses to meet the bond requirements, if any of the prime Consultant.
 - 5) When the prime Consultant demonstrates to Caltrans, or its duly authorized officer, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - 6) When the listed Subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 - 7) When Caltrans or the Contract Manager determines that the work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the Subcontractor is substantially delaying or disrupting the progress of the work.
- H. The request for substitution and Caltrans approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the subletting and subcontracting fair practices act (Section 4100 et seq. of the PCC) or any other Agreement requirements relating to

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Consulting Services Agreement (State)

the substitution of Subcontractors. Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.

- I. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- J. The Consultant shall maintain records of all subcontracts entered into with DVBE Subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by the Consultant or his authorized representative and the summary shall be furnished to the State's Contract Manager.

10. Retention of Records/Audits

- A. For the purpose of determining compliance with PCC Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to GC Section 8546.7, the Consultant, Subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State 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 that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

EXHIBIT D

Consulting Services Agreement (State)

11. Prohibition From Bidding

This Agreement is subject to the provisions of Section 10365.5 of the PCC which states: "No Consultant who has been awarded a consulting services Agreement may submit a bid for, nor be awarded a Agreement for, the provision of services, goods and supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the original consulting services Agreement."

12. Consultant Consultant's Rights and Obligations

The Consultant is advised that the provisions of PCC Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service Consultant are applicable to this Agreement.

13. 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 the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if Caltrans chooses, two representatives of Caltrans' choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Consultant may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for Caltrans. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

EXHIBIT E

Consulting Services Agreement (State)

ADDITIONAL PROVISIONS

1. Liability Insurance Provisions

- A. Consultant is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to Caltrans.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event Consultant fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by Caltrans.
- F. Caltrans will not be responsible for any premiums or assessments on the policy.

1) Commercial General Liability

- a) Consultant shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent Consultants, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Consultant's limit of liability.
- b) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

EXHIBIT E

Consulting Services Agreement (State)

2) Automobile Liability

- a) Consultant shall maintain motor vehicle liability with limits of not less than **\$1,000,000** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. (Auto Liability coverage is needed only if a vehicle is used in the Scope of Work stated in the Agreement.)
- b) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

3) Workers' Compensation/Employer's Liability

Consultant shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per occurrence shall be required.

2. Ownership of Proprietary Property:

For the purposes of this section (**Ownership of Proprietary Property**) of **Exhibit E** of Contract **53A0159** (herein after referred to as "this Agreement") the following definitions shall apply:

Work: As delineated in Attachment 2, Technical Proposal and Exhibit A of the Agreement.

Work Product: As defined as Deliverable in Attachment 1 and Exhibit A of the Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement.

Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Consultant or jointly with the Consultant's Subcontractor and/or the Consultant's Subcontractor's employee's with one or more employees of Caltrans, during the term of this Agreement and in performance of any Work under this Agreement, provided that

EXHIBIT E

Consulting Services Agreement (State)

either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

EXHIBIT E

Consulting Services Agreement (State)

Ownership of Work Product and Rights:

- 1) Ownership of Work Product:** All Work Product derived by the Work performed by the Consultant, its employees or by any of the Consultant's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Consultant's Subcontractor for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2003 would contain the copyright designation © 2003 California Department of Transportation.

- 2) Vesting of Copyright Rights:** Consultant, its employees or any of Consultant's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant's Subcontractor from Caltrans. From time to time upon Caltrans request, the Consultant's Subcontractor and/or its employees shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.
- 3) Avoidance of Infringement:** In performing services under this Agreement, Consultant and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant or its employees becomes aware of any such possible infringement in the course of performing any work under this Agreement, Consultant or its employees shall immediately notify Caltrans in writing.

EXHIBIT E

Consulting Services Agreement (State)

4) Confidentiality and Information: Caltrans may provide its own intellectual property, confidential business and technical information to the Consultant in connection with the work to be performed by the Consultant under this Agreement. Such intellectual property and information shall be designated as confidential upon or prior to disclosure by Caltrans. In addition, the preparation and specifications of the deliverables shall in all instances be treated as confidential, unless and until disclosed publically by Caltrans. All confidential written materials shall be marked with the legend "California Department of Transportation-Confidential." The Consultant shall use its best efforts to prohibit any use or disclosure of Caltrans' confidential information, except as necessary to perform work under this Agreement. In the event that Consultant is an entity or otherwise will be causing individuals in its employ or under its supervision to participate in the rendering of the work, Consultant warrants that it shall cause each of such individuals to execute a Confidentiality Agreement.

5) Additional Conditions

SUBCONTRACTORS: Consultant shall affirmatively bind by contract all Subcontractors or service vendors providing services under this Agreement to conform to the provisions of this Exhibit E. Consultant shall then provide the signed contract to the Caltrans Contract Manager prior to the commencement of any work.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

RFP 53A0159

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____	_____	_____
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)

_____	_____	_____
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____

(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

_____	_____	_____
(Printed Name)	(Signature)	(Date Signed)

_____	_____	_____
(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____	_____	_____
(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

Page ____ of ____

PRINT**CLEAR**

ACCOUNTING & AUDIT GUIDELINES FOR CONTRACTS WITH CALTRANS

INTRODUCTION

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed. Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system. Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to Caltrans are:
 - a. Supported by adequate documentation.
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts
 - g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:

- a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
 - Procedures to monitor and adjust projected overhead rates to actual rates.
 - Controls to ensure that written approval is obtained prior to any changes to the contract.
 - Procedures to retain accounting records and source documentation as required by the terms of the contract.
 - A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.
 - b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
 - c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.

- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
- Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

PREAWARD AUDITS

Prior to the award of a contract, the Caltrans Audits Office will conduct a preaward evaluation to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. It alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

INTERIM AUDITS

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

POST AUDITS

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's system of internal controls. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be made. Applications of all audit procedures would also be governed by the individual contract under audit.

Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/ subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402
(202) 783-3238

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Documents and Publications
Office of Procurement
Department of General Services
P.O. Box 1015
North Highlands, CA 95660
(916) 973-3700

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P. O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.

Deputy Directive

Number: DD-90

Refer to
Director's Policy:

DP - 03 -	Safety and Health
DP - 06 -	Partnerships
DP - 07 -	Project Delivery
DP - 08 -	Freeway System
Management	
DP - 10 -	Commitments
DP - 14 -	Quality in Caltrans

<i>Effective Date:</i>	December 2006
<i>Supersedes:</i>	NEW

TITLE Funding of Quality Management Work on State Highway Projects

POLICY

The California Department of Transportation (Department) will perform the quality management work needed to fulfill its owner/operator responsibilities for projects on or proposed for the State Highway System (SHS). If a government agency is the project sponsor, this work will be at State expense because it provides a benefit to the State. Otherwise, it will be at the expense of the project sponsor. The work at State expense consists of:

- Quality control and quality assurance for each project component for which the Department is the Implementing Agency, and
- Independent quality assurance for all projects on or proposed for the SHS.

DEFINITIONS

Quality Management consists of discrete activities that establish the quality objectives, policies and responsibilities within the project delivery process, and the implementation of these activities.

- Quality Control – The operational processes, practices and activities performed at the project team level during the project delivery process to ensure that the product meets the project's purpose and need and fulfills established quality requirements.
- Quality Assurance – The activities performed within the Implementing Agency during the project delivery process that provide the confidence that the project team is fulfilling established project requirements and expectations.
- Independent Quality Assurance – The activities performed by the Department at a project level to ensure that the Implementing

Agency's quality assurance activities result in projects being developed in accordance with Department standards, policies and practices and the Quality Control plan provided by the Project Sponsor.

Owner/Operator is that entity ultimately responsible for the operation, maintenance and tort liability of a facility. Per Government Code (GC) 14520.3 (b), the Department is the owner/operator of the SHS.

Project Sponsors secure funding for projects and serve as project advocates. The sponsor chooses an Implementing Agency and is the customer of the Implementing Agency. The Department is the sponsor for all projects funded from the State Highway Operation and Protection Program and most Interregional Improvement Program projects.

State Expense refers to funds appropriated to the Department by the Legislature from sources other than reimbursements.

The Implementing Agency is the entity charged with the successful completion of each project component as defined in GC Section 14529 (b):

- Project Initiation Document¹
- Completion of all permits and environmental studies.
- Preparation of plans, specifications, and estimates.
- The acquisition of right-of-ways, including, but not limited to, support activities.
- Construction, construction management, and engineering; including surveys and inspection.

There could be a different Implementing Agency for each component of a project. To ensure clear lines of responsibility, only one agency can be the Implementing Agency for a single component.

The Implementing Agency should not be confused with Lead Agency as defined under California Environmental Quality Act and National Environmental Policy Act.

¹ Although the Project Initiation Document is not listed as a project component in GC 14529 (b), it is required in GC 14526 (b) and 14527 (g) before the start of the components in 14529 (b). This implies the Project Initiation Document is an additional component.

RESPONSIBILITIES

District Directors:

- Develop and implement District or Region Quality Management Plans, identify, request and assign the resources needed to perform quality management as part of the annual budget process.

Division Chiefs:

- For their respective functions, provide guidance on what work is included in quality control, quality assurance, and independent quality assurance.
- Implement performance measures related to compliance.

Managers, Project Managers, Functional Managers, Supervisors, Public Information Officers and Employees:

- Provide quality and timely products, services and information.
- Communicate to impacted persons any changes or problems that could impact the timely, efficient delivery of a project or project component

APPLICABILITY

All employees involved with the delivery of State Highway projects.

Original Signed By

RANDELL H. IWASAKI
Chief Deputy Director

December 20, 2006

Date Signed



**Section Report Evaluation Tool
California High Speed Rail**

–V.1.60–

Guidelines for evaluating Section Reports
for the California High Speed Train Project

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SHR Section Report Evaluation Tool

● Introduction

California High-Speed Rail Authority (CHSRA) and California Department of Transportation (Department) have entered into a master agreement defining the roles and responsibility of each of the parties. Imperative to this is that Department is a responsible agency under CEQA, as such it retains a responsibility to maintain, operate, and provide a safe state highway system¹.

CHSRA will present the initial project information in Section Reports which may be compared to a combination of a Project Initiation Document (PID) and a Route Concept Report (RCR).

A Section Report does not require an approval from the Department, but is an opportunity for the Department to provide comments on technical issues that are (or could lead to) fatal flaws in the planning, design, and construction of the High Speed Train (HST) Projects. The reviews will focus on impact points or Caltrans Right of Way crossing which are defined as a point where any part (rail, supporting structures, major changes in traffic patterns, etc.) affect the SHS either directly or indirectly.

- Direct effects include HST components that physically converge with any part of the SHS or Caltrans right of way. (e.g. Underpass, Construction Staging, etc)
- Indirect effects include HST components that do not physically converge with, but affects the current or future modifications use the SHS or Caltrans Right of Way. (e.g. drainage runoff, traffic congestion)

Three documents have been created to coordinate this effort and ensure that CHSRA will know how to develop these reports so that the Department personnel can provide an efficient and uniform evaluation throughout the HST projects.

- HST/Caltrans - Process chart - This chart is based on the 16-step environmental process that CHSRA has shared with the Department. It shows the planned steps of CHSRA aligned with The Department' actions on products received as well as information expectations. (see Appendix D)
- Section Report Template – This document is a guide to CHSRA on what to include and how to organize the reports. The template will have PID sections and HST route concept information but will be stripped of any portions that indicate the Department is approving or concurring on aspects. The CHSRA expects to receive an acknowledgment of the alternatives that will be studied and any fatal flaw concerns or comments on the alternatives impacting the SHS

¹Deputy Directive 23- Roles and Responsibilities for Development of Projects on the State Highway System

SHR Section Report Evaluation Tool

- Section Report Evaluation Guide – This document is developed for the Department personnel to help coordinators facilitate the review process, and such that the evaluation considers and comment on all areas affecting the HST impact to the SHS.

The goal of this evaluation guide is have a system where all improvements whether planned, designed, or constructed are consistently considered as a HST project is being developed. This is a guide whereby greater detail in the reviews would be necessary where a checklist would be beneficial for providing review comments. Additional check lists may include:

- Design Scoping Checklist
- Planning Scoping Checklist
- Traffic Operation Scoping Checklist.

This document is divided into three main parts:

Part 1 –Roles and Responsibilities

The Department has assigned one person in each section to be the coordinator of the evaluation effort (District HST Project Manager). The District HST Project Manager will need to identify available resources within each functional area to ensure a timely and comprehensive evaluation.

Part 2 – Evaluation process

This part describes procedures to ensure; uniform and efficient evaluation of each Section report document, recording and sharing “best practices” between regions and districts throughout the entire CHST projects.

Part 3 – Performance Criteria and Aspects

The performance criteria are grouped into 12 performance characteristics where each of the 11 functional areas has different aspects to consider. These aspects are key words related to the performance characteristics in which an experience functional reviewer would be able to recall and complete their assessment.

Evaluators from each functional area will find an evaluation/comment form in Appendix A and can look to Appendix B to see a description of the context of each of the aspects.

Appendix A – Comment Form Templates

SHR Section Report Evaluation Tool

These form templates are created to create a structured and uniform communication between the CHSRA and the Department. It will also help the evaluators focus on the impact points and keep track of spotlighted areas or issues throughout the phases of the section and overall project.

- Part 1 – Comment coordination form (for The District HSR Coordinators)
- Part 2 – Comment input form (for Experts within each functional area)

Appendix B – Aspect context

The Aspects as displayed in the comment input form (in Appendix A) are generic in nature. This table will present some more information/context around each aspect.

Appendix C – Typical level of completion for submitted reports

The Section Report is comparable to a PID and Route Concept Reports and is to include information at up to 15% Design.

Appendix D – Process Flow chart

This chart is based on the 12-step environmental process that the CHSRA has shared with the Department. Each main row lists their steps in each project phase. Included also are steps describing the Department actions on products received from the CHSRA, and information expectations.

SHR Section Report Evaluation Tool

● PART 1 – Roles and Responsibilities

The Division of Design has been tasked with providing general guidance on how to proceed in evaluating the HSR Sections Report for both the District HST Project Manager and each of the District functional areas.

District HST Project Managers

For each Section the Department has assigned one person (District HST Coordinator) to coordinate the HST Project section. The District HST Project Managers must collaborate on the evaluation process when a section crosses over different District boundaries.

Functional Area Experts

To ensure comprehensive evaluations and prevent duplication of efforts, the aspects to be considered has been divided into the following 11 functional areas where each person will evaluate aspects within their functional area only.

The District HST Project Manager should seek to identify available resources to assure that the Section Report, when it is submitted, will be evaluated by experts from all functional areas as follows:

• Design • Environmental • Project Management • Right of Way • Office Engineer² • Structures Design	• Construction • Structures Construction • Traffic Operations • Maintenance • Planning
--	--

² Office Engineer staff may not be needed for Section Report Evaluation

SHR Section Report Evaluation Tool

Suggested expertise for functional area experts include; 5 or more years in their functional area, has established credibility within their functional area, and Deputy Functional manager has confidence in the person's recommendations and reviews.

These individuals are typically assigned projects or tasks that require their expertise for many projects, it is recommended that these experts be assigned, or given authority to prioritize, this evaluation effort as a top priority. The Section reports are planned to be evaluated once; it is recommended that substitutions be kept to a minimum to avoid redundant comments or updating on issues addressed on the given section portion.

These experts may not have all the technical knowledge necessary to complete a full review of all items and it is recommended that they have resources beyond their expertise to assist them in their review (e.g. Design may require assistance from Hydraulics on drainage issues or Traffic Operations with signals and lighting standards requirements.)

In addition to utilizing Caltrans manuals, guides, policies, and practices, the evaluation will require usage of other reference materials they may include Regional Transportation plans, the District delivery plan, as-builts, existing foundation studies, aerial photos, right of way mapping, etc.

SHR Section Report Evaluation Tool

• **PART 2 – Evaluation Process**

CHSRA and the Department have agreed to develop Section reports for different sections on the overall HSR route indicating specific impact points. In addition The Department will be fully engaged as the Responsible Agency in providing comments as part of the Environmental process. The Section report will disclose to the Department the preliminary information that the HSR authority has on a given section. These reports will **not** contain sufficient information to make a thorough and complete evaluation; every attempt to provide comments and raise concerns that could be address in the early planning stage. These comments will handed to the CHSRA and are expected to address these concerns in the subsequent review document the Draft Project Report and Draft Environmental Document. The District HST Project Manager shall retain the concerns raised during the Section report as a record for future evaluations and reviews.

CHSRA and the District’s HST Project Manager should work together on creating a schedule that will help completing the Department’ reviews and submitted comments, on time.

Initial Review and Technical Evaluation Coordination

The District HST Project Manager main responsibilities are:

- Initial review to ensure completeness
- Coordinate the technical reviews of the Section Reports, including:
 - o Distribute the Section report to the functional experts for review
 - o Receive and compile comments from Functional experts
 - o Follow-up on missing evaluations to ensure a timely process
 - o Submit tabulated comments (by impact point) to CHSRA
- Coordinate evaluation efforts with other District evaluations when a section route crosses over district boundary.
- Be the information liaison between CHSRA and the functional experts
- Record and store project documents, comments, and “Best practices” and share with District HST Project Managers involved in future efforts/sections in the CHSR project.

Upon receiving a Section report, the District HST Project Manager will perform an initial review to confirm that the product is ready for technical review by functional area experts. If the coordinator finds that there are obvious items or details missing which will make a review impossible, he/she will contact CHSRA to obtain the missing information.

SHR Section Report Evaluation Tool

When the section report is ready for an evaluation, the District HST Project Manager will complete the coordination form and prepare the Section Report for evaluation by experts, within each functional area. The District HST Project Manager will need to broker assistance from affect or adjoining District if a section crosses a district boundary (ies). In addition to the general project/section information, the coordination form identifies all impact points to be evaluated and the expected timeline for review.

Technical Evaluation

When the evaluator receives the coordination form and Section report from the District HST Project Manager should review the Section report with focus on fatal flaws that impacts the State Highway System (SHS). Evaluators should also consider, or comment on impacts to the existing SHS but include current or planned projects.

In addition to the identified direct impact points, evaluators should look for potential **indirect** impact points not indicated in the plans. These indirect impacts may include:

- Drainage runoff
- Traffic congestion upstream or downstream due to trip demands
Conflicts with planned projects
- HSR Maintenance operations access to or from the SHS
- Ability to make future improvements on the SHS

The evaluator's comments can inadvertently be used against the Department in the future and care must be taken in providing comments that are providing direction or guidance. The HSR Authority may claim that they were directed by the Department and therefore not responsible. The nature of the comments should be limited to questioning the judgment compared to directing specific changes or making specific recommendations. The comments should reference the applicable the Department policy, standard, or practice. Similarly, the Department may be subject to a future tort case, where such opinionated comments could be used against the Department. Care must be exercised in providing comments by avoiding opinions; for example: "this feature is dangerous" (opinion) versus "this feature is not standard" (fact).

SHR Section Report Evaluation Tool

Overall Status indication

To help the District HST Project Manager and CHSRA focus on, and prioritize major problem areas, the evaluators are asked to indicate an overall status for each impact point and (at a minimum) provide comments as follows:

- “-” – Not enough information/details provided for this review
 - Indicate what type of information, or detail that is missing
- **N/A** – Not applicable/affected by this functional area/aspect
- **0** – Unacceptable
 - Indicate which standard/regulation/procedure that has been violated/not met
- **1** – Satisfactory – This status indicates that the Expert has not found anything in the current plans violating any of The Department’ standard/regulation or procedures.

Instead of commenting on aspects outside their respective functional area, the evaluator should forward this information to the District HST Project Manager so comments and efforts are not duplicated. If the District HST Project Manager chooses, they may allow the different Evaluators to share reviews in which they assist in the communication, avoid duplication of comments, and assist in compiling the comments to the HSRA.

SHR Section Report Evaluation Tool

- **PART 3 – Evaluation criteria**

The HQ Division of Design, with the help of district staff, District Management, and HQ Division Managers has formulated a quality definition for projects regardless of funding source or developer.

The Performance Characteristics are applicable from project inception through construction and beyond. Although the characteristics vary in significance from phase to phase nevertheless these performance characteristics should be evaluated on a continuous basis either to verify or assure the improvements proposed are balanced or optimized.

Below are the 12 performance characteristics with a respective overarching question:

1. **Protective Features** – Are features provided that protect the users during and after construction?
2. **Purpose & Need** – Are improvements justified and supported as part of the Need and Purpose?
3. **Cost Management** – Are the support costs for completing the Department’s reviews and oversight be sufficient?
4. **Schedule Management** – Is the HSR schedule compatible with the Department’s obligations including planned projects?
5. **Design Standards Compliance** – Are the Design Standards met?
6. **Environmental Commitments Minimization & Compliance** - Will the improvements compromise our environmental requirements?
7. **R/W Minimization & Compliance** – Is the highway Right of Way impacts compliant with State and Federal laws?
8. **Construction Contract Standards Compliance** – *Not applicable, unless the Department is involved in bidding process.*
9. **Constructability** – Are there any construction delays affecting the state highway?
10. **Designed to operate as planned** – Are improvement affect the state highway mitigate for operational impacts during and after construction?
11. **Maintainability** – Are the Department’s maintenance responsibilities increased or compromised?

SHR Section Report Evaluation Tool

12. **Optimization** – How does the HSR improvement fit within the context of the State highway?

SHR Section Report Evaluation Tool

In addition to the Performance Characteristics, there are Key functional areas that have a technical expertise or Departmental responsibility. There are 24 Key functions mapped to the Performance Characteristics as follows:

#	Performance Characteristics	Key Function
1	Protective Features	Traffic Operations
		Maintenance
		Construction
2	Purpose & Need	Environmental
		Design
		Planning
3	Cost Management	Project Management
4	Schedule Management	Project Management
5	Design Standards Compliance	Design
		Structures Design
		Traffic Operations
6	Environmental Commitments Minimization & Compliance	Environmental
7	Right of Way Minimization & Compliance	Right of Way
8	Construction Contract Standards Compliance	Office Engineer
		Construction
9	Constructability	Construction
		Structures Const.
10	Designed to Operate as Planned	Traffic Operations
		Maintenance
		Planning
11	Maintainability	Maintenance
12	Optimization	Design
		Structures Design
		Project Management

a) *Evaluation aspects*

Performance Characteristics by themselves are very complex to assess for a project review. To assist in the key functional reviews, multiple aspects are provided for each of the 24 key functional performance characteristics. Some of these Key functional aspects may overlap with others; every attempt was made to minimize these overlaps. These aspects may multiple sub-

SHR Section Report Evaluation Tool

areas or sub-aspects while others are specific. Most aspects are generic in nature and the evaluator must use judgment to evaluate which aspects are relevant for each impact point. For more information/context around each aspect the evaluator can refer to Appendix B in this Document.

By no means are these criteria a comprehensive list but it should give evaluators with extensive experience within their functional areas, enough information to perform a high quality evaluation and identify areas where further expertise is needed.

PROTECTIVE FEATURES

Traffic Operations

- Clearances
- Sight Distance
- Historical Analysis
- Traffic Control / Handling Criteria
- safety features

Maintenance Operations

- Maintenance Road Access
- Roadside Feature Access
- OSHA Requirements
- Bridge Access
- Worker Exposure

Construction

- Construction Access
- Traffic Management Plan (TMP) Elements
- Traffic Handling Plan
- Staging
- Ability to Meet OSHA Requirements
- High Risk Facilities/Utilities
- Trenching & Shoring
- Falsework
- Detour Safety
- Night Work Minimized
- Construction methods
- Inventory Resources

PURPOSE & NEED

Environmental

- Capacity, Congestion, Transportation, Demand & Safety
- Roadway Deficiencies
- Social Demands or Economic Development
- Legislation

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- Modal Interrelationship and System Linkages
- Air Quality Improvements Independent Utility
- Logical Termini
- Purpose Statement
- Communication

Design

- Need clearly and succinctly defined
- Supporting Evidence
- Purpose Statement Identifies deficiency project will address.
- Purpose Statement - defines intended outcome
- Alternatives or proposed design meet the expectations stated in the Need and Purpose?

Planning

- Planning Concepts Consistency
- Mobility
- Communication/information
- Stakeholders Needs
- Context Sensitive Solutions / Public Engagement
- Caltrans Functions
- Project Objectives

COST WELL MANAGED

Project Management

- Support Cost Analysis
- Construction and R/W Capital Cost Analysis-
- Budgetary Risk Assessment
- Funding compatibility

SCHEDULE MANAGEMENT

Project Management

- Project Schedule /Risk Analysis
- Resources Prioritized & Adequate Reviews
- Funding Compatibility
- On Time

DESIGN STANDARDS COMPLIANCE

SHR Section Report Evaluation Tool

Design Standards

- Highway Design Manual
- Design Information Bulletins
- Design Memo and Guidance
- Project Development Procedures Manual

Structures Design Standards

- Approvals/Recommendations Evident
- Document Standards Used
- Structural Standards
- Detailing Standards
- Clearances
- Seismic Detailing
- Strong Beam/Weak Column
- Type Selection
- Pay Limits Identified
- Recommendations Incorporated
- Special Guidance

Traffic Operations

- Manual on Uniform Traffic Control Devices (MUTCD)
- MUTCD Signing
- MUTCD Markings
- Temporary Traffic Control (Staging Plans only)
- Electrical Design

ENVIRONMENTAL COMMITMENT MINIMIZATION & COMPLIANCE

Environmental

- Environmental Impacts
- Environmental Commitments Included
- Environmental & Design Product Consistency: Scope
- Purpose & Need Consistency

RIGHT OF WAY COMPLIANCE

Right of Way

- R/W - Design coordination
- Environmental Studies and Mitigation
- Utilities/W Risks
- Defined Scope
- Mapping

SHR Section Report Evaluation Tool

- Local Partnership
- Public Outreach

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CONSTRUCTION CONTRACT STANDARDS (IF NEEDED)

Office Engineer

- Plans Standards Compliant
- Specifications Standard Compliant
- Estimate Standards Compliant
- Permits, License, Approvals, and certificates, (PLACs) compliance
- System Process Requirements

Construction

- Right of Way Access
- Permits Available/In Contract
- Non-conflicting Permit Windows
- Subsurface Information Complete
- Adequate Work Windows
- Available Materials Sources
- Complete Materials Information Package
- Staging Design Complete
- Working Days Accurate
- Accurate Pay Clause and Quantities
- Liquidated Damages
- Incentives
- Lane Rental Reasonable

CONSTRUCTIBLE

Construction

- Subsurface Work Strategy
- Aerial Clearances
- Material Handling & Staging
- Traffic Control & Handling Criteria
- Permit Restrictions
- Working Day/Schedule Analysis
- Utility Relocated
- R/W Construction Easements
- Fabrication/Submittal Lead Time

Structure Construction

- Subsurface Work Strategy
- Traffic Control/Handling Criteria
- Permit Restrictions
- Utility Conflicts
- Construction Operation lay down area
- Stage construction
- Structure Type
- Materials/Fabrication
- Structure/Roadway compatibility
- Bridge Specs and Details
- Removal operations

SHR Section Report Evaluation Tool

- Coordination
- Work Day/Schedule Analysis

SHR Section Report Evaluation Tool

DESIGNED TO OPERATE AS PLANNED

Traffic

- Operational Studies
- Bike/Pedestrian Expectations
- Traffic Management Plan (TMP) Elements
- Intelligent Transportation System (ITS) Elements
- Roadside Features-
- Pavement Strategy Corridor Consistency

Planning

- Planning Concepts
- Multi-Modal
- Non-Motorized
- Good Movements System Linkage

Maintenance

- Roadside Features
- Pavement Strategy
- Corridor Consistency

MAINTAINABILITY

Maintenance

- Corridor Consistency
- Roadside Features
- Electrical Access
- Mechanical Access
- Bridge & Structure Access

SHR Section Report Evaluation Tool

OPTIMIZATION

Design

- HDM 81 Design Philosophy
- Accommodate future of facility (beyond design life)
- Driver Expectation/ standard practice
- Compatibility with adjacent facility
- Accommodates all modes of travel

Structures Design

- Consistent w/Specs
- Consistent w/Road Plans
- Risk Identified

Project Management

- Risk assessment from all comments
- Risk impacts to the project

SHR Section Report Evaluation Tool

• **Appendix A - Example Evaluation Forms**

b) Section Report Evaluation – Coordination Form

This form would be completed by the District HST Project Manager and submitted with the Section Report to each of the functional experts.

Distributed:		Return comments by:	
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Project/Section Information:

	Begin	End
Section Route:		
Project Timeline:		

CHSRA Contact Information:

Title/Function	Name	Phone #	Email
CHSRA Project Manager			
CHSRA Task Managers:			

The Department Evaluators Contact Information:

Title/Function	Name	Phone #	Email
HSRA District Coordinator			
<u>CT Evaluators:</u>	Name	Phone #	
<i>Design-</i>			
<i>Project Management</i>			
<i>Structures Design</i>			
<i>Environmental</i>			
<i>Right of Way</i>			
<i>Construction</i>			
<i>Structures Const</i>			

SHR Section Report Evaluation Tool

Maintenance			
Traffic Operations			
Planning			

Identified Impact Points (Attach the HSR Section project location map):

#	Type of Impact	Location (Dist, Co, Route, Post Mile(s))

c) Section Report Evaluation – Technical Evaluation Forms

Below are forms to be used by Functional area experts when evaluating the Section Reports. The evaluators should at least indicate an overall status per impact point as identified in the pre-evaluation form developed by the District HSR Coordinator.

On the following pages are Technical Evaluation forms for each functional area as follows:|

DESIGN	ERROR! BOOKMARK NOT DEFINED.
PROJECT MANAGEMENT.....	24
STRUCTURES DESIGN	25
ENVIRONMENTAL	26
OFFICE ENGINEER.....	27
RIGHT OF WAY.....	28
CONSTRUCTION	29
STRUCTURES CONSTRUCTION.....	31
MAINTENANCE.....	32
TRAFFIC OPERATIONS	33
PLANNING	34

Evaluators can look to Appendix B to see more information context for each aspect.

SHR Section Report Evaluation Tool

DESIGN

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Purpose & Need	
a) Need clearly and succinctly defined	d) Purpose Statement - defines intended outcome
b) Supporting Evidence	e) Alternatives or proposed design meet the expectations stated in the Need and Purpose?
c) Purpose Statement Identifies deficiency project will address.	
2 – Design Standard Compliance	
a) HDM	c) Design Memo and Guidance
b) DIB	d) PDPM requirements
3 – Optimization	
a) HDM 81 Design Philosophy	d) Compatibility with adjacent facility
b) Accommodate future of facility (beyond design life)	e) Accommodates all modes of travel
c) Driver Expectation/ standard practice	

Comments per impact point (direct or indirect)

Overall Status: "-": Not enough information or details provided for review (Indicate what type of information, or details that is missing), N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

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SHR Section Report Evaluation Tool

PROJECT MANAGEMENT

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Cost well managed	
a) Support Cost Analysis -	c) Budgetary Risk Assessment
b) Construction and R/W Capital Cost Analysis	d) Funding compatibility
2 – Schedule Management	
a) Project Schedule /Risk Analysis	c) Funding Compatibility
b) Resources Prioritized & Adequate Reviews	d) On Time
3 – Optimization	
a) Risk assessment from all comments	b) Risk impacts to the project

Comments per impact point

Status:“-“: Not enough information or details provided for review (Indicate what type of information, or details that is missing),
N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory – No violations of The Department’ standard/regulation or procedures found

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

STRUCTURES DESIGN

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Design Standard Compliance	
a) Approvals/Recommendations Evident	g) Strong Beam/Weak Column
b) Document Standards Used	h) Type Selection
c) Structural Standards	i) Pay Limits Identified
d) Detailing Standards	j) Recommendations Incorporated
e) Clearances	k) Special Guidance
f) Seismic Detailing	
2 – Optimization	
a) Consistent w/Specs	c) Risk Identified
b) Consistent w/Road Plans	

Comments per impact point

Status:“-“: Not enough information or details provided for review (Indicate what type of information, or details that is missing),
N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory – No violations of The Department’ standard/regulation or procedures found

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

ENVIRONMENTAL

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Purpose and Need	
a) Capacity, Congestion, Transportation, Demand & Safety b) Roadway Deficiencies c) Social Demands or Economic Development d) Legislation e) Modal Interrelationship and System Linkages	f) Air Quality Improvements g) Independent Utility h) Logical Termini i) Purpose Statement j) Communication
2 – Environmental Commitments Minimization & Compliance	
a) Environmental Impacts b) Environmental & Design Product Consistency:	c) Scope Purpose & Need Consistency d) Environmental Commitments Included

Comments per impact point

Status:“-“: Not enough information or details provided for review (Indicate what type of information, or details that is missing), N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory – No violations of The Department’ standard/regulation or procedures found

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

OFFICE ENGINEER

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Construction Contract Standards <i>(Not applicable, unless the Department is involved in bidding process.)</i>	
a) Plans Standards Compliant	d) PLACs compliance
b) Specifications Standard Compliant	e) System Process Requirements
c) Estimate Standards Compliant	

Comments per impact point

Status: “-”: Not enough information or details provided for review (Indicate what type of information, or details that is missing),
N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory – No violations of The Department’ standard/regulation or procedures found

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

RIGHT OF WAY

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – R/W Compliance	
a) Defined Scope b) R/W - Design coordination c) Mapping d) Environmental Studies and Mitigation	e) Utilities/W Risks f) Local Partnership g) Public Outreach

Comments per impact point

Status:“-“: Not enough information or details provided for review (Indicate what type of information, or details that is missing),
N/A: Not applicable/affected by this functional area/aspect, **0**: Unacceptable (Indicate which standard/regulation/procedure is violated) **1**: Satisfactory – No violations of The Department’ standard/regulation or procedures found

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

CONSTRUCTION

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Constructible	
d) Subsurface Work Strategy e) Aerial Clearances f) Material Handling & Staging g) Traffic Control & Handling Criteria h) Permit Restrictions	i) Working Day/Schedule Analysis Utility Relocated j) R/W Construction Easements k) Fabrication/Submittal Lead Time
2 – Construction Contract Standards <i>(Not applicable, unless the Department is involved in Award/ process.</i>	
a) R/W Access b) Permits Available/In Contract c) Non-conflicting Permit Windows d) Subsurface Information Complete e) Adequate Work Windows f) Available Materials Sources g) Complete Materials Information Package	h) Staging Design Complete i) Working Days Accurate j) Accurate Pay Clause and Quantities k) Liquidated Damages l) Incentives m) Lane Rental Reasonable
3 – Protective features	
a) Construction Access b) TMP Elements c) Traffic Handling Plan d) Staging e) Ability to Meet OSHA Requirements f) High Risk Facilities/Utilities	g) Trenching & Shoring h) Falsework i) Detour Safety j) Minimize Night Work k) Construction methods

Comments per impact point

Status:“-“: Not enough information or details provided for review (Indicate what type of information, or details that is missing),
N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory – No violations of The Department’ standard/regulation or procedures found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

STRUCTURES CONSTRUCTION

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Constructible	
a) Subsurface Work Strategy b) Traffic Control/Handling Criteria c) Permit Restrictions d) Utility Conflicts e) Construction Operation lay down area f) Stage construction g) Structure Type	h) Materials/Fabrication i) Structure/Roadway compatibility j) Bridge Specs and Details k) Removal operations l) Coordination m) Work Day/Schedule Analysis

Comments per impact point

Status:“-”: Not enough information or details provided for review (Indicate what type of information, or details that is missing),
N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory – No violations of The Department’ standard/regulation or procedures found

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

MAINTENANCE

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Designed to Operate as Planned	
a) Roadside Features b) Pavement Strategy	e) Corridor Consistency
2 – Maintainability	
a) Corridor Consistency b) Roadside Features	c) Electrical Access d) Mechanical Access e) Bridge & Structure Access
3 – Protective Features-	
a) Maintenance Road Access b) Roadside Feature Access c) OSHA Requirements	d) Bridge Access e) Worker Exposure

Comments per impact point

Status: "-": Not enough information or details provided for review (Indicate what type of information, or details that is missing),
N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory – No violations of The Department' standard/regulation or procedures found

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

TRAFFIC OPERATIONS

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Designed to Operate as Planned	
a) Operational Studies b) Bike/Ped Expectations c) TMP Elements	d) ITS Elements e) Roadside Features- f) Pavement Strategy Corridor Consistency
2 – Design Standard Compliance	
a) MUTCD Signing b) MUTCD Markings	c) Temporary Traffic Control (Staging Plans only) d) Electrical Design
3 – Protective Features	
a) Clearances b) Sight Distance c) Historical Analysis	d) Traffic Control / Handling Criteria e) Safety features

Comments per impact point

Status:“-“-: Not enough information or details provided for review (Indicate what type of information, or details that is missing),
N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory – No violations of The Department’ standard/regulation or procedures found

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

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PLANNING

DATE: _____

Evaluator:	
	(Name, phone number)

Aspects to consider per impact point within this functional area

1 – Purpose and Need	
a) Communication/information b) Stakeholders Needs c) Planning Concepts Consistency d) Context Sensitive Solutions / Public Engagement	e) Mobility f) CT Functions g) Project Objectives
2 – Designed to Operate as Planned	
a) Planning Concepts b) Multi-Modal	c) Non-Motorized d) Good Movements System Linkage

Comments per impact point

Status: "-": Not enough information or details provided for review (Indicate what type of information, or details that is missing),
N/A: Not applicable/affected by this functional area/aspect, 0: Unacceptable (Indicate which standard/regulation/procedure is violated) 1: Satisfactory – No violations of The Department' standard/regulation or procedures found

Impact Point #	Overall status	Comments

Additional impact points found

Impact Point #	Overall status	Comments

SHR Section Report Evaluation Tool

SHR Section Report Evaluation Tool

- Appendix B – Aspect Context**

Construction

Protective Features

Aspect	Added information/Context
Construction Access	Some potential conflicts with minimal impacts to Access or Staging
TMP Elements	TMP addressed
Traffic Handling Plan	Traffic control and handling criteria reasonable
Staging	Staging addressed, with criteria reasonable and risk minimized
Ability to Meet OSHA Requirements	Meet OSHA Requirements
High Risk Facilities/Utilities	High/low utility conflicts resolved. Non affected low risk utilities not fully identified
Trenching & Shoring	Trenching and Shoring addressed some potential for conflicts, yet provides provisions to mitigate conflicts
Falsework	Falsework conflicts addressed
Detour Safety	Exposure to traffic minimized
Minimize Night Work	Reasonable night work
Construction methods	Reasonable Construction methods, with requirements mitigated and addressed

Construction Contract Standards Compliance

Aspect	Added information/Context
R/W Access	R/W access to work site available but difficult
Permits Available/In Contract	Permits acquired but not readily available
Non-conflicting Permit Windows	Non-conflicting permit windows
Subsurface Information Complete	Limited subsurface information
Adequate Work Windows	Work windows constricted but acceptable
Available Materials Sources	Standard materials required and generally available to industry

SHR Section Report Evaluation Tool

Aspect	Added information/Context
Complete Materials Information Package	Complete materials information package
Staging Design Complete	Staging design at least considered
Working Days Accurate	Working days are reasonable
Accurate Pay Clause and Quantities	Accurate pay clauses and quantities on all major items
Liquidated Damages, Incentives, Lane Rental Reasonable	Liquidated damages, incentives, lane rental amounts are reasonable

Constructible

Aspect	Added information/Context
Subsurface Work Strategy	Subsurface Work Strategy planned
Aerial Clearances	Aerial clearances adequate
Material Handling & Staging	Material handling and staging addressed
Traffic Control & Handling Criteria	Traffic control and handling criteria reasonable
Permit Restrictions	Permit restrictions do not conflict and provide time to complete work
Working Day/Schedule Analysis	Rough schedule analysis done to determine working days
Utility Relocated	Utility relocation not conflicting with construction
R/W Construction Easements	R/W construction easements not addressed but not critical
Fabrication/Submittal Lead Time	Fabrication submittal lead time considered

Design

Purpose & Need

Aspect	Added information/Context
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SHR Section Report Evaluation Tool

Aspect	Added information/Context
Need clearly and succinctly defined.	Defined but some ambiguity or missing minor information. (For new IC projects justification in PDPM Chapter 27, Article 5 compliance.)
Supporting Evidence	Demonstrates transportation deficiency - minor changes/clarification can be made, may need more information but no additional studies needed
Purpose Statement Identifies deficiency project will address.	Defines transportation deficiencies the project intends to address, but need some minor clarification. May not discuss deficiencies not to be addressed.
Purpose Statement - defines intended outcome	Purpose statement is complete, – needs clarification of intended outcome, little ambiguity, little vague, or limiting.
Alternatives or proposed design meet the expectations stated in the Need and Purpose?	Expectation met, scope and limits met, too much creep.

Design Standards Compliance

Aspect	Added information/Context
HDM	All design standards minimums met or design exceptions approved. Geometric Standards 100-500 Pavement Standards 600 Misc Standards 700 Drainage Standards 800 Landscape Standards 900 Bikeway Standards 1000 Noise Abatement 1100
DIB	All design standards minimums met or design exceptions approved. including but not limited to: 77 - IC Spacing 79 - 3R and 2R 80 – Roundabouts 81 – CAPM 82 - ADA

SHR Section Report Evaluation Tool

Aspect	Added information/Context
Design Memo and Guidance	Most design guidance and standards met or exceeded, and documented concurrence for variations. including but not limited to: Fish passage Design Single Point Interchanges Main Street California Bank and Shore Rock Slope Protection Design Ramp Meter Design Manual
PDPM requirements	PSR & PR – Meets PDPM requirements with issues defined and may not be fully discussed, and few alternatives explored PSR - Chapter 9, apdx. a, c, e, f, l, r, x PSSR - Chapter , apdx. g, n, p & q PR - Chapter , apdx. d, k & m
AASHTO - Local facilities	

Optimized

Aspect	Added information/Context
HDM 81 Design Philosophy	Serves most agencies, users & customers needs with no major disruption to anyone, with minimal/mitigable impact Balance need between; state & local systems, vehicle & non-motorized & low mobility traffic, cost/affordability, maintainability, operations with impact to environment, right of way, social economical, etc Good \$/results
Accommodate future of facility (beyond design life)	Minor element will need to be rebuilt with future expansion. Although does not preserve ultimate foot print, does not encourage growth that would prohibit ultimate expansion. We know if we put in a tight diamond IC where there is little development, when traffic has developed to the point where more IC is needed, thing will be developed to the point a spread diamond or other can't be used (too much impact). Meets driver expectation, some signing may be needed to clarify. Driver Expectation/ standard practice, example: F-F connector first connector takes to Right on the facility and the second takes you left.
Compatibility with adjacent facility	No major construction issues with adjacent project/existing features
Accommodates all modes of travel.	All modes of travel accounted for, and conflict between modes of travel constant with user expectation.

SHR Section Report Evaluation Tool

Environmental

Purpose & Need

Aspect	Added information/Context
Capacity, Congestion, Transportation, Demand, & Safety	Proposed improvements addresses major/key components that meet the purpose and need of the project. Verification of some components are needed.
Roadway Deficiencies	Roadway deficiencies are described. Proposed improvements address major deficiencies only.
Social Demands or Economic Development	Reasons provided are clear. But clarification of some key issues regarding social demand and economic development are still needed.
Legislation	Acceptable environmental mitigation has been documented. Clarification of some proposals is required.
Modal Interrelationship and System Linkages	System will be linked fairly well.
Air Quality Improvements	Adequate air quality improvement practices are being proposed/implemented. Although, other improvements should be considered.
Independent Utility	Project may require dependency on other projects.
Logical Termini	There is a need to positively identify the limits of work. Proper communication is being maintained to ensure this occurs. Logical termini is questionable, but has been mitigated.
Purpose Statement	Purpose statement requires some clarification.
Communication	Fairly clear in addressing elements of Purpose and Need (reasoning/ language). Exhibits support the reasoning well.

Environmental Commitments, Minimization & Compliance – Environmental

Aspect	Added information/Context
Environmental Impacts	Environmental impacts addressed. Resources for possible mitigation identified. Fully compliant with regulatory permits. Minimization/ alternative(s) with less impact considered and rejected with reasonable justification.
Environmental & Design Product Consistency: Scope	Agreement reached on scope/ footprint/ reasonable alternatives. Footprint clearly identified. Design Product consistent with Permit conditions/ Environmental Product/ RTP/ RTIP.

SHR Section Report Evaluation Tool

Aspect	Added information/Context
Purpose & Need Consistency	Agreement reached on purpose and need; Design Product consistent with Environmental Product/ Permit conditions.
Environmental Commitments Included	Environmental commitments incorporated or omitted with reasonable justification. Small number of comments/low priority comments to be addressed by designer-does not affects scope, cost and schedule.

Maintenance

Protective Features

Aspect	Added information/Context
Maintenance Road Access	Maintenance Road is sufficient for moving materials and equipment. Access provided from roadway.
Roadside Feature Access	Features are located within clear recovery, but shielded. Maintenance vehicle pullout placed safe and convenient location relative to the roadside feature.
OSHA Requirements	Met OSHA requirements
Bridge Access	Access provided with some inconvenience to users
Worker Exposure	Exposure to live traffic is minimized with reasoning and justification.

SHR Section Report Evaluation Tool

Designed to Operate as Planned

Aspect	Added information/Context
Roadside Features	Roadside features safely accessible to maintain. Some inconvenience of access. No additional features to maintain.
Pavement Strategy * (Division of Pavement New Division)	Short-term pavement strategy (e.g.CAPM)
Corridor Consistency	Consistent with existing/proposed corridor improvements with minor variations. No additional resources to maintain.
Inventory Resources	No Increase in equipment, materials, and staffing

Maintainable

Aspect	Added information/Context
Corridor Consistency	Landscaping, electrical equipment, pavement etc. are consistent with adjacent corridor sections.
Roadside Features	No increase in inventory. No permits required. No new equipment needs. No specialized or proprietary equipment, material or training of staff. Features easily, safely and conveniently accessible.
Electrical Access	No increase in inventory. No permits required. No new equipment needs. No specialized or proprietary equipment, material or training of staff. Features easily, safely and conveniently accessible.
Mechanical Access	No increase in inventory. No permits required. No new equipment needs. No specialized or proprietary equipment, material or training of staff. Features easily, safely and conveniently accessible.
Bridge & Structure Access	No increase in inventory. No permits required. No new equipment needs. No specialized or proprietary equipment, material or training of staff. Features easily, safely and conveniently accessible.

Office Engineer

Construction Contract Standards Compliance

Aspect	Added information/Context
Plans Standards Compliant	Plan Preparation Manual and CADD standards have been met. Appropriate references and usage to the Standard Plans
Specifications Standard Compliant	Usage and modifications to the Specifications Provisions comply to: Specification Style Guide, Guide to Standard Specifications requirements

SHR Section Report Evaluation Tool

Estimate Standards Compliant	Estimate is in compliance with the Ready to List Guide.
PLACs compliance	The Project PS&E are aligned with the Permits, License, and certificates
System Process Requirements	Meets Caltrans OE requirements for processing PS&E for advertising

Project Management

Cost Management (Current & Projected; Support & Capital)

Aspect	Added information/Context
Support Cost Analysis	Support Cost Expenditure Analysis Planned vs. Expended was completed. 5-10% cost increase, and/or a plan in place to handle overruns at the time of vote. Workplan is accurately planned and executed. Adjusted resources but still within acceptable range.
Construction and R/W Capital Cost Analysis	Capital Cost vs. Expenditures are within current programmed budget and/or an acceptable plan is in place to handle overruns. 5-10% cost increase, and/or a plan in place to handle overruns at the time of vote. Funding is compatible with scope Escalation to mid-constuction is considered in programming
Construction and R/W Capital Cost Analysis	Circulation review comments do not require major or mandatory changes.
Budgetary Risk Assessment	Budgetary Risk and risk response plan are included, but they are fairly generic to have much long term impact Shows compliance with minimum standards and processes. Enough information is provided to justify the project moving forward. Current stakeholder needs are met and they are aware they are met or changes are acceptable.

Schedule Management (Current and Projected)

Aspect	Added information/Context
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SHR Section Report Evaluation Tool

Project Schedule /Risk Analysis	Project has identified risks and have plans to handle the risks.
Resources Prioritized & Adequate Reviews	Adequate resources have been assigned. All major circulation review comments satisfactorily addressed. Changes documented.
Funding Compatibility	Project is funded. Project stays within the program year or has been approved to move out.
On Time	Met overall project schedule with minor adjustments to milestones.

Right of Way

Right of Way Minimization & Compliance

Aspect	Added information/Context
Defined Scope	Scope defined well enough to establish known impacts to R/W with +a – 30%. Appraisal branch has enough information to begin appraisals. Enough information to complete R/W Data Sheets.
R/W - Design coordination	Relatively credible design team that generally considers and has awareness of R/W concerns and requirements.
Mapping	Maps (all types) adequate enough to complete minimal requirements. (Example, R/W could complete estimate, R/W can send the conflict maps to utility owner. Appraisal branch has enough to prepare appraisals.
Environmental Studies and Mitigation	Evidence that products consider environmental studies and potential mitigation.
Utilities	Utility conflict maps are adequate to provide minimal requirements such R/W estimates. Only minor information is needed.
R/W Risks	Risk and risk response plans included. But, perhaps too generic to be of too much long-term impact.
Local Partnership	Local partners generally aware of and have buy in for project.
Public Outreach	Evidence that meetings, hearing or other outreach should result in a general awareness by property owners of the project. Concerns of the public have been considered into the design.

Structures Construction

Constructible

Aspect	Added information/Context
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SHR Section Report Evaluation Tool

Aspect	Added information/Context
Subsurface Work Strategy	Foundation type reasonably meets field conditions with potential for constructive changes in pile size, number and spacing to address conflicts such as subsurface infrastructure and/or cobbles, boulders or water table. Contaminated/hazardous materials considered but not addressed adequately by item or spec w/additional minor costs anticipated. Overhead/below grade utility conflicts shown on plans may complicate operations.
Traffic Control/Handling Criteria	Provided detours reasonable. Closure durations tight so bids may include some risk. Most work can be performed w/minimal impacts to local business' and public.
Permit Restrictions	Some major permit restriction conflicts with staging and structure details. Slight "start work" delay may bring risk for work window bust (season).
Utility Conflicts	Structure and excavation utility conflicts considered with relocation contemplated during project. Schedule dependent on outside agency with notification/duration agreements in place.
Construction Operation laydown area	Laydown and staging areas for falsework, pile, shoring and other work operations considered and without conflicts. Nearby contractor yard options available.
Stage construction	Reasonable stage construction details. Some minor issues relating to work window restrictions. Limited operation options & flexibility with potential for delays.
Structure Type	
Materials/Fabrication	All QA requirements for welding procedures precast and high performance materials addressed. Local material sources considered.
Structure/Roadway compatibility	Bridge/structure profiles reasonably match roadway and adjacent profiles, grades and x-slopes with some inconsistencies that can be readily addressed with minor quantity and detail changes.
Bridge Specs and Details	Some missing details, dimensions, pay clauses and items but none that would result in major cost changes to project. Minor detailing and specification inconsistencies.
Removal operations	Bridge removal operations not consistently addressed in Specials Provisions, staging and TMP. Some conflicts with minor resulting costs. Demolition Plan specification provided w/PE requirement and roadway protection requirements..
Coordination	Railroad or other major infrastructure agencies considered in staging, details, schedule coordination and cost. No major schedule, staging or detail ties/conflicts with adjacent projects,

SHR Section Report Evaluation Tool

Aspect	Added information/Context
Work Day/Schedule Analysis	Sufficient # of working days. Potential for some minor ROW, weather or delays.

Structures Design

Design Standards Compliance

Aspect	Added information/Context
Approvals/Recommendations Evident	BC signatures on Design Documents, Non-standard elements/features are approved, Recommendations from Geotech, Hydraulic, Maint, etc.
Document Standards Used	Document Standards Used Current LRFD and CA Amendments SDC and ARS Curve Current Standard Plans Current Standard Sheets Structural Standards Structural System is Sound Adequate Shear Reinforcement Positive Camber - no uplift PS Force/Girder within Guidelines Curved PS girder reinforcement No mechanism forms in structural system
Detailing Standards	Sheet layout and order. Details Complete All elements fully described Development Length adequate Rebar spacing adequate (bent caps and columns) Existing structure dimensions indicated. No conflicts between PS ducts and rebar at bent caps. Service and Ultimate Splice Locations
Clearances	Horizontal Vertical Falsework Openings Seismic Detailing Column Flares Column Confinement Plastic Hinge Locations Seat Width

SHR Section Report Evaluation Tool

Aspect	Added information/Context
	No splice zones Strong Beam/Weak Column Type Selection Structure Type Appropriate Structure Configuration Column Pin locations Hinge Joint location Pay Limits Identified Barrier Rail Soundwall Fencing Retaining Walls CIDH Piles Recommendations Incorporated Geotechnical Hydraulic Maintenance Other Special Guidance CIDH Piles Skewed Joint seals Railroad Requirements

Optimized

Aspect	Added information/Context
Consistent w/Specs	Consistent w/Specs Order of work FW openings Joint seal block out sizes
Consistent w/Road Plans	Consistent w/Road Plans Alignments and layout lines Profile Grade and Super elevation Roadway widths BB/EB Location Stage Construction End of wingwall/Retaining walls Utilities Drainage Lighting

SHR Section Report Evaluation Tool

Aspect	Added information/Context
	Signs
Risk Identified	Risk Identified Risks noted on APS Risks indicated w/ supplemental funds Existing Footing Conflicts identified Existing Rock Slope Protection or other man-made objects identified.

Traffic Operations

Protective Features

Aspect	Added information/Context
Clearances	Clearances met with mitigation measures
Sight Distance	Sight distance (stopping, sight, corner, & decision) met with mitigation measures included. Rail Crossings on State Highway
Historical Analysis	Collision analysis completed and some if not all recommendations included in scope/cost/estimate (due to funding limitations).
Traffic Control / Handling Criteria	Discussion of traffic handling but plan is limited in detail.
Safety Features	Discussion of other features noted in #5 but only a few upgrades are incorporated into scope of project, due to funding and or program limitations.

Designed to Operate as Planned

Aspect	Added information/Context
Operational Studies	Operational analysis (including intersection analysis) completed and reviewed but some questions remain with analysis but could be approved by district's Traffic Operations with some changes. Some, but not all recommendations included in scope/cost/design due to funding limitations. Operational include off system impact to/from State highway at

SHR Section Report Evaluation Tool

Aspect	Added information/Context
	grade intersections.
Bike/Ped Expectations	Bike/Ped expectations have been discussed but improvements are limited due to funding/program limitations. There is some discussion on ped/bike movements during construction but many questions remain.
TMP Elements	Traffic Management Plan(TMP) elements identified but light on the discussion but some questions remain. Same for closure charts, cost and elements included in cost/scope/design.
ITS Elements	There are discussions on including ITS elements but installing them are limited due to funding/program limitations. This has been reviewed and approved by Traffic Operations

Design Standards Compliance

Aspect	Added information/Context
MUTCD Signing	Signing plans have been reviewed by District's Traffic Operations but not all recommendations have been implemented.
MUTCD Markings	Marking plans have been reviewed by District's Traffic Operations but not all recommendations have been implemented.
Temporary Traffic Control (Staging Plans only)	Temporary signs and markings have been designed per temporary traffic control MUTCD guidance with some errors and omissions. Staging plans may have a few concerns that may be able to be addressed by PE. Project has been reviewed and approved by Signing and Striping Unit
Electrical Design	Electrical plans have been reviewed by District's Traffic Electrical Design but some questions remain on design and/or estimate. Not all recommendations have been implemented due to funding constraints.

SHR Section Report Evaluation Tool

Transport Planning

Purpose & Need

Aspect	Added information/Context
Communication/information (Document communicates information to reviewers and stakeholders)	Complete with minor changes. Complete with minor changes. Changes are clearly documented and communicated. No review comments require mandatory changes. Enough information for project to move forward.
Stakeholders Needs	Supported by most stakeholders
(External governments: cities, counties, regional, and tribal.	Current most stakeholder needs are met (reasonable justification if not).
Interest groups: environmental, public, trucking associations)	Consistent with stakeholders needs.
Planning Concepts Consistency	Consistent regional and Caltrans planning concept. Included in the Regional Transportation Plan. Consistent will most planning documents. (Corridor System Management Plans (CSMPs), Transportation Concept Reports (TCRs), District System Management Plan (DSMP), Transportation System Development Program (TSDP), Climate Action Plans, local and agency plans, Regional Transportation Plans (RTPs), Transportation Management System (TMS) Master Plans, Air Quality Conformity, California Transportation Plan (CTP), Interregional Strategic Plan (ITSP))
Context Sensitive Solutions / Public Engagement (Community involvement, community plans) (Civil Rights Act, DD-63, DP-21, DP-28)	CSS considered in the development of purpose and need. Consistent with community vision. Workshops / information targeted at under represented populations. Consistent with Title IV of the Civil Rights Act of 1964. Consistent with community vision.
Mobility	* Addresses multimodal system.
CT Functions	* Consistent CT functional involvement (Vehicle, bus, rail, BRT, truck, transit, pedestrians, and bicycles) . * Majority of CT Functions participate (Planning, Traffic Operations, Design, Maintenance, Environmental, Construction, etc...)

SHR Section Report Evaluation Tool

Aspect	Added information/Context
Project Objective (objectives that need to be met to address the transportation deficiency)	* Meets the transportation need. * is achievable. * Is supported. * Is refined iteratively from planning through project approval.

Designed to Operate as Planned

Aspect	Added information/Context
Planning Concepts	Project is matches the Planning concepts
Multi-Modal	(Bus, rail, BRT, transit, airports, sea ports, toll roads, managed lanes, intermodal facilities)
Non-Motorized	(bicycle, pedestrian, equestrian, bike plans, trail plans, specific plans, community plans, land use plans)
Good Movements	(environmental issues, land use issues, connective to distribution centers, consistency with RTP, local connectivity to STAA, STRAHNET, Life Line routes, airports, sea ports)
System Linkage	How does it fit into the transportation system? (Interregional Road System, Scenic Road System, Interstate System, Freeway and Expressway System, State Highway, System, STRAHNET, STAA, functional classification, etc..)

SHR Section Report Evaluation Tool

• Appendix C – Document Completeness Criteria

Section Reports may be compared to a combination of a Project Initiation Document (PID) and a Route Concept Report (RCR) and the information included is loosely defined as “up to 15% Design stage”. The following table describes the suggested level of completeness for the Section Report vs. Draft PR and Final PR.

	Section Report	Draft PR	PR
HIGHWAY			
% of Design Phase	Less than 15%	15%	30%
Footprint	Alignment as it crosses SHS	Alignment Vertical /Horizontal profile Superelevation	Refined alignment Vertical/Horizontal profile Superelevation
Map Detail	Schematic drawing (e.g. title sheet with aerial photo 1:200)	Minimum (Eng.) 1:100 Regular Hwy 1:50 for structures	Minimum (Eng.) 1:50
SWDR	No SWDR	PA&ED level SWDR	
RAILWAY			
Footprint	Alignment (with stationing) Relationship to Vertical (under/over) realigned Hwy.	Alignment Vertical/Horizontal profile Superelevation	
R/W	Typical section	Approved R/W	
Structure	Typical Section	Structure depth (Hwy clearance)	

- The Project Report (PR) document is planned to have 15% design completed, it is assumed that this includes the various alternative alignments with HSR section’s alignment, profile, and typical section along with bridge planning study concepts.
- The 30% design will be completed upon the Environmental Document approval stage and is planned to have the HSR right of way needs, and the environmental impact footprint.
- The 30% design point will dictate the final right of way and environmental impacts for the section, as such reviews at this point that affect either one of these need to be identified as early as possible.

Subsequent to the Environmental Document approval, the HSR authority is planning on proceeding with a design-build contract, which will further accelerate the design development

SHR Section Report Evaluation Tool

which will require recurring vigilance and observations to assure the section impacts do not affect the Departments' responsibilities.

Below are defined the typical indications of completeness for documents to be considered at 30% complete.

30% Completion Point

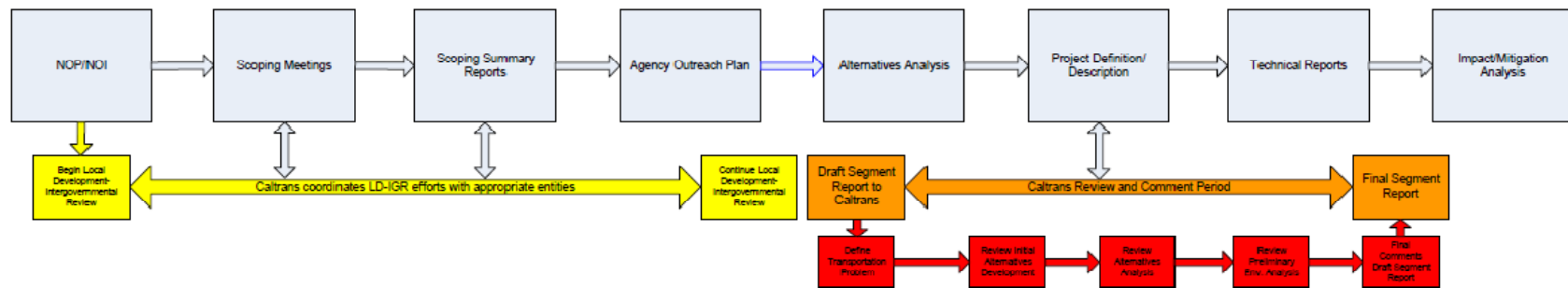
- Plan Sheets
 - Title Sheet
 - Project and Work Limits
 - Typical Cross Sections
 - Right of Way(R/W) Lines
 - Station Limits
 - Station Lines
 - Structural Section
 - Proposed and Existing
 - Layouts
 - Right of Way (R/W) Lines
 - Horizontal Alignment
 - Existing Topo
 - Retaining and Soundwall Layout
 - Bridge Layout
 - Street Names
 - Existing Facilities and Appurtenances
 - Environmentally Sensitive Areas
 - Dike, Curb Limits & Locations
 - Open Ditch Locations
 - Profiles & Superelevation
 - Vertical Curve Data
 - Proposed Profile
 - Original Ground
 - Proposed & Existing Superelevation Diagram
 - Contour Grading
 - Existing Topo
 - Cut & Fill Lines
 - Daylight Lines
 - Proposed Contour Lines
 - Utility Plans
 - Existing Utilities
 - Pot-holing Information
 - Sanitary Sewer Plans
- Documents prepared by Design:
 - Freeway Agreements (if applicable)
 - Construction Cooperative Agreements (if applicable)
 - Determine R/W requirements, temporary and permanent easements and acquisitions (form PD-26)
 - Utility Verification (request pot-holing)

SHR Section Report Evaluation Tool

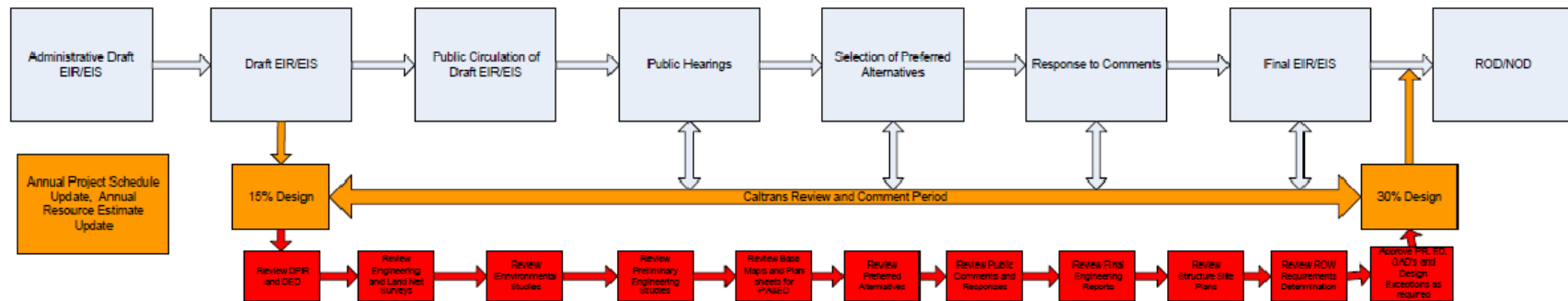
- o Draft Storm Water Data Report
- Documents Requested from Supporting Units:
 - o Lead Investigation for Hazardous Waste
 - o Materials Report & Structural Section Recommendation
 - o Geotechnical Design Report
 - o Draft Hydrology and Draft Hydraulics Reports
 - o Signing and Striping Review

- Appendix D – Process Flow Chart**

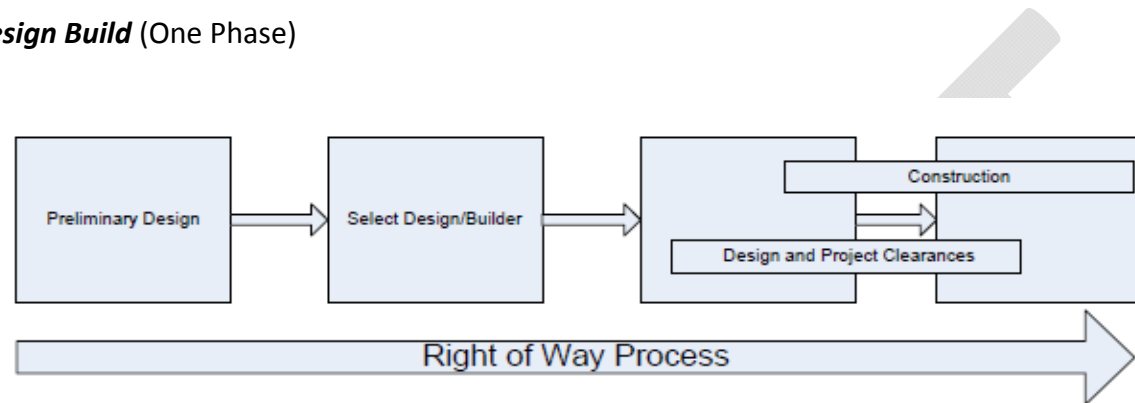
Project Initiation Phase
(K phase)



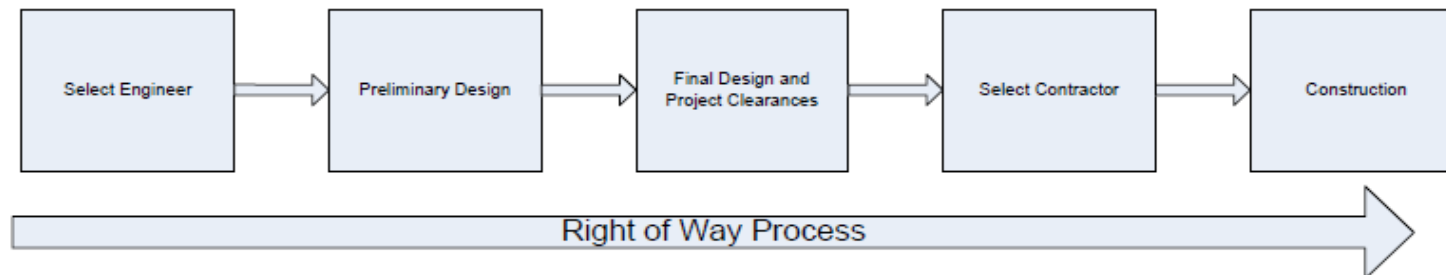
Project Approval/Environmental Document
(Zero Phase)



Design Build (One Phase)



Design-Bid-Build (One Phase)



Attachment 15
RFP 53A0159
REQUEST FOR CONSULTANT/CONTRACTOR REFERENCE CHECK

PAGE 1 OF 2

Contract Number: _____ Consultant/Contractor Name: _____

Project Owner(Agency): _____ Point of Contact: _____ Phone: _____
 Project Title: _____

Brief Description of Work: _____

The Consultant/Contractor intends to submit a proposal to CALTRANS for consideration. Your name is listed as a reference for this project. Below is a brief reference check questionnaire that the Consultant/Contractor is asking you to complete. You may attach additional sheet(s) to provide detailed information about your responses. The completed form must be returned to Consultant/Contractor via e-mail or fax as listed below by (give date to return here). Please complete, sign below and return the form promptly to the Consultant/Contractor. Thank you for your time and assistance.

Email Address: _____ Proposer email address here _____ Fax Number: _____ Proposer fax number here _____

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Please circle your rating for the following criteria and please explain if your response is poor:

1. How do you rate the firm's overall performance in providing the services? If Poor , please explain: explanation	Excellent Took initiative, consistently demonstrated knowledge of the Project, consistently anticipated and solved issues, demonstrated effective team leadership skills, adequately staffed for all assigned tasks Good Most staff demonstrated knowledge of Project, solved unexpected issues promptly, few team mistakes, adequately staffed for most assigned tasks Satisfactory Some staff demonstrated knowledge of the Project, occasional unanticipated issues arose, some team mistakes, adequately staff for some assigned tasks Poor Knowledge of the Project was lacking, issues remained unresolved, frequent team mistakes, not adequately staffed for assigned tasks
2. Were the required services completed on time and to your satisfaction? If Poor , please explain: explanation	Excellent Always on time or ahead of schedule Good On time Satisfactory Occasionally late Poor Consistently late
3. What was the quality of the services provided? If Poor , please explain: explanation	Excellent Services were consistently provided in a thorough and practical, and the staff member(s) anticipated issues we did not point out in advance Good Rarely had to redirect the staff member(s) and advice provided was valuable and responsive Satisfactory Usually provided helpful information and advice Poor Repeatedly had to be redirected and prompted to provide and adequate response
4. How lasting the firm's recommendations and services after the contract ended with your Agency? If Poor , please explain: explanation	Excellent Recommendations are in use today and are integrated throughout the agency as standards practice, expectations, or usage. Good Recommendations are in use today with some minor modifications Satisfactory Recommendation are used and with significant changes or modifications. Poor Recommendations are not used today
5. How do you rate the experience and competence of the personnel assigned to the Project? If Poor , please explain: explanation	Excellent Exceeded most expectations Good Exceeds some expectations Satisfactory Met expectations Poor Failed to meet expectations
6. Did the firm stay within budget? If Poor , please explain: explanation	Excellent Always within budget Good Most often within budget Satisfactory Somewhat within budget Poor Consistently over budget

Explanations and Additional Comments (if necessary, use additional sheets):

Completed by (print company representative name and title below:	Sign here:	Date:
Email address:	Telephone Number:	

Caltrans Districts 1 through 12 Boundaries and Mailing Addresses & Map

Caltrans Mail Addresses

To see what district your county is in, consult the [map of Caltrans district boundaries](#) below.

Office	Mailing address
Headquarters 1120 N Street Sacramento 916-654-5266	P.O. Box 942873 Sacramento, CA 94273-0001
District 1 1656 Union Street Eureka 707-445-6600	P.O. Box 3700 Eureka, CA 95502
District 2 1657 Riverside Drive Redding 530-225-3426	P.O. Box 496073 Redding, CA 96049-6073
District 3 703 "B" Street Marysville 530-741-4211	P.O. Box 911 Marysville, CA 95901
District 4 111 Grand Avenue Oakland 510-286-4444	111 Grand Ave P.O. Box 23660 Oakland, CA 94623-0660
District 5 50 Higuera Street San Luis Obispo 805-549-3111	50 Higuera Street San Luis Obispo, CA 93401-5415
District 6 1352 W. Olive Ave. Fresno 559-488-4020	P. O. Box 12616 Fresno, CA 93728-2616
District 7 100 S. Main Street Los Angeles 213-897-3656	100 S. Main Street Los Angeles, CA 90012

Caltrans Districts 1 through 12 Boundaries and Mailing Addresses & Map

District 8 464 W. 4th St. San Bernardino 909-383-4561	464 W. 4th St. San Bernardino, CA 92402
District 9 500 South Main Street Bishop 760-872-0601	500 South Main Street Bishop, CA 93514
District 10 1976 East Charter Way Stockton 209-948-7543	P. O. Box 2048 Stockton, CA 95201
District 11 4050 Taylor Street San Diego 619-688-6670	4050 Taylor Street San Diego, CA 92110
District 12 3347 Michelson Dr., Ste 100 Irvine 949-724-2000	3347 Michelson Dr., Ste 100 Irvine, CA 92612-0611

Caltrans Districts 1 through 12 Boundaries and Mailing Addresses & Map

