



## **REQUEST FOR PROPOSALS**

**For**

**CONSULTING ENGINEERING PROJECT MANAGEMENT SUPPORT  
SERVICES FOR CAPITAL IMPROVEMENT PROJECTS  
FOR  
THE SAN JOAQUIN COUNTY DEPARTMENT OF PUBLIC WORKS  
TRANSPORTATION PLANNING DIVISION  
STOCKTON, CALIFORNIA**

**August 11, 2025**

**San Joaquin County Department of Public Works  
1810 East Hazelton Avenue  
Stockton, California 95205  
(209) 953-7452**

**Solicitation #SJCDPW-RFP-25-05**

**COUNTY OF SAN JOAQUIN  
DEPARTMENT OF PUBLIC WORKS**

**CONSULTING ENGINEERING PROJECT MANAGEMENT SUPPORT SERVICES FOR  
CAPITAL IMPROVEMENT PROJECTS  
REQUEST FOR PROPOSALS  
SJCDPW-RFP-25-05**

**1.0 INTRODUCTION**

The San Joaquin County Department of Public Works (SJCDPW) requests technical proposals from qualified consulting engineering firms (FIRM) to undertake, perform, and complete the tasks set forth in Request for Proposals (RFP) – SJCDPW-RFP-25-05. The selected firm will provide professional and technical project management services for the proposed **Project Management and Support Services for Transportation Projects (PROJECT)**.

The selected FIRM will be the highest-ranking firm that has successfully negotiated the terms for award of a consulting services agreement. The selected FIRM will be requested to enter into two separate consulting services agreement with San Joaquin County (County) for two separate federally funded projects after the Federal Highway Administration (FHWA) has approved the consulting services agreement. Project management services are requested for the Grant Line Road Realignment and State Route 26 (SR26)/Jack Tone Road Intersection Improvements. The selected FIRM will not be invited to submit technical proposal for design engineering or construction management services for the Grant Line Road Realignment or SR26/Jack Tone Road Intersection Improvements projects. All work shall comply with the County Policies, the California Department of Transportation (Caltrans) Local Assistance Procedure Manual (LAPM).

FIRM shall be required to provide all labor, equipment, tools, and facilities necessary for the completion of the PROJECT. FIRM will be required to have knowledge of County, Caltrans and FHWA standards and processes on transportation projects. FIRM will provide the necessary Project Manager and other necessary support staff on an as-needed basis to support SJCDPW with the ongoing development of current projects, and consulting services will be on a time and materials basis. FIRM will be assigned two projects as follows:

**Grant Line Road Realignment**

- The Grant Line Road Realignment Project has completed CEQA documentation and preliminary negotiations with Union Pacific Railroad, and SJCDPW will be requesting proposals from qualified engineering firms to complete project design in late Summer 2025.
- The FIRM will directly oversee all activities of the engineering consulting firm chosen to complete design work, which will include right-of-way activities, further coordination with Union Pacific Railroad, NEPA environmental clearance, and pursuing project funding opportunities.

**SR 26/Jack Tone Road Intersection improvements**

- The SR 26/Jack Tone Road project was awarded CMAQ funding to construct a roundabout to replace an existing all-way stop control. Preliminary work has begun on the project, including a draft Intersection Control Evaluation, but the project was put on hold before final approval.

- SJCDPW will be requesting proposals from qualified engineering firms for project design, including all necessary coordination with Caltrans, in fall 2025 following selection of design FIRM for the Grant Line Road Realignment Project.
- The FIRM will directly oversee all activities of the engineering firm chosen to complete all project work. Coordination with Caltrans will be a critical part of this project's management.

FIRM cannot submit engineering services technical proposals for transportation projects that FIRM is providing project management services on.

SJCDPW has established the goal of 0.00% for the Disadvantage Business Enterprise (DBE) participation in the Agreement, based on the indicators and the annual agency-wide goals defined by Caltrans and SJCDPW. Firms responding to this RFP are required to follow the reporting guidelines and procedures specified in the Caltrans documents included in this RFP as Exhibit "F". It is anticipated that all work will be performed by the selected FIRM and no subconsultants shall be allowed.

## **2.0 QUALIFICATIONS**

- FIRM must have significant previous experience delivering projects with federal funding and involving railroad coordination.
- FIRM must have project management experience with a minimum of three projects constructed on Caltrans facilities.

## **3.0 PRELIMINARY WORK SCOPE**

SJCDPW's Preliminary Work Scope is shown as EXHIBIT "A".

## **4.0 SERVICES PROVIDED BY SJCDPW AND RESTRICTIONS**

### **SERVICES PROVIDED BY SJCDPW**

SJCDPW will provide the following services and/or information to the CONSULTANT:

Furnish access to all information, data, and maps as currently exist in files necessary for carrying out the requested services to the Consultant, without charge, and SJCDPW shall cooperate in the carrying out of the work without delay.

SJCDPW's responsibility to provide access to information is limited to data of record in SJCDPW's files and in the format as recorded. FIRM shall check and investigate existing information and conditions and notify SJCDPW of any deficiencies that are discovered.

SJCDPW reserves the right to eliminate, reduce, or modify the Preliminary Work Scope or to perform any of said work with SJCDPW staff.

## **5.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS**

Each page of the proposal must be numbered, and the total number of pages may not exceed thirty (30) double-sided, standard pages (8 ½ by 11"). The page limit applies to all content with the following exceptions: an optional table of contents, not to exceed one page; any folder, cover or section dividers; the required Debarment and Suspension Certification; the Task Effort Worksheets and Disadvantage Business Enterprise exhibits described below.

**The Technical Proposal does not include cost or rate information. The County will only request Cost Proposal from the highest ranked firm following the final ranking.** Costs for preparing and submitting a response to this RFP are entirely the responsibility of the firm and shall not be chargeable in any way to SJCDPW.

The required content, described below, includes a Cover Letter, Executive Summary, Approach and Work Plan, and Schedule and Task Effort Worksheet.

## **5.1 COVER LETTER**

- A. **Authorization and Compliance:** The technical proposal must be delivered with a cover letter signed by an official or representative authorized by the firm to negotiate and commit to terms regarding the RFP. The firm shall provide a brief statement addressing the ability of the consulting firm to comply with the indemnification requirements as outlined in Section 11.0 "INDEMNIFICATION REQUIREMENTS," and the required minimum insurance as outlined in Section 12.0 "INSURANCE REQUIREMENTS". The firm shall also provide a brief statement affirming that the proposal terms shall remain in effect for one hundred twenty (120) days following the date proposal submittals are due.
- B. **Affirmative Action Plan:** The firm shall attest to the firm's affirmative action plan or other policies aimed at eliminating unlawful discrimination and provide a brief statement about the firm's adoption and compliance with its plan or policy.
- C. **Conflict of Interest:** The firm shall disclose to SJCDPW any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required. A potential conflict of interest may include, but is not limited to, work related to projects in the PROJECT area, contracts with County departments, cities, developers, current clients, and other parties who may have a financial interest in the outcome of the PROJECT. At the County's discretion, a potential conflict of interest may be waived or factored into the final award decisions and/or a modified scope of work. Please refer to EXHIBIT E "Boilerplate FIRM Agreement" for more information about conflict of interest.
- D. **Debarment and Suspension Certification:** In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, the firm shall certify that there are currently no suspensions, debarments, voluntary exclusions, or ineligibility determinations by any federal agency. The completed Debarment and Suspension Certification, Attachment "A", shall be submitted as part of the proposal; however, it is excluded from the RFP's maximum allowable length.
- E. **State Prevailing Wage Rates:** The firm shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 117, and all federal, state, and local laws and ordinances to the work.
- F. **Signature and contact information:** The cover letter shall be signed by the firm's Project Manager and an official authorized to negotiate and contractually bind the firm with the County regarding the requested services. The Project Manager shall be the main contact with SJCDPW for technical and contractual issues. **Please provide the telephone number, fax number, email, and office location of the Project Manager.**

Optional, Additive Scope of Work: The firm shall provide a brief statement acknowledging SJCDPW's option to request optional, additive work as described in the Preliminary Work Scope. The statement shall further recognize that the firm and SJCDPW will execute a Task Order specifying the additional services requested and the negotiated amount of additional compensation.

## **5.2 EXECUTIVE SUMMARY**

The proposal includes a summary of the approach, work plan, schedule, and capabilities of the firm and professional personnel. The summary should indicate an understanding of the purpose of the PROJECT and the required engineering services.

The Statement of Qualifications (SOQ) portion of the proposal shall contain the following information for the firm:

- A. A summary of the firm's overall capabilities, history, recent and related experience, and expertise. The proposed relationships among all key personnel and support staff that are expected to provide services for the PROJECT should also be identified. Provide information on the firm's experience related to providing the requested engineering services for a bridge replacement project in accordance with Caltrans standards and utilizing Federal HBP funds. Provide information on the firm's current workload, facilities, resources, and experience that clearly demonstrate its ability to successfully complete the PROJECT within the time constraints stated.
- B. Resumes of key personnel anticipated to participate in the PROJECT and an explanation of the function that each key person will be performing. Provide information on the key personnel's experience related to providing the requested engineering services for a bridge replacement project in accordance with Caltrans standards and utilizing Federal HBP funds. The firm shall include a statement of the level of guaranteed commitment of the proposed individuals to actually perform the required preliminary work scope.
- C. A list of similar reference projects, comparable in nature to the proposed PROJECT that the key personnel anticipated to participate in this PROJECT have completed. Provide information for the experience of the key personnel related to providing the requested engineering services for a bridge replacement project in accordance with Caltrans standards and utilizing Federal HBP funds. The firm shall include the firm's performance in providing previous service to SJCDPW for consideration.

The reference list should include:

- Client name, contact person, and current telephone number (Note: If the contact person or telephone numbers are incorrect, then the firm will receive zero points for that reference);
- Project description and location;
- Description of services provided;
- Budget performance;
- Schedule performance;
- Key personnel involved; and,
- Subconsultants employed.

- D. Describe at least one primary reference project example, in more technical detail than those listed above, related to providing the requested engineering services for a bridge replacement project in accordance with Caltrans standards and utilizing Federal HBP funds. It is preferable that the primary reference project as closely as possible resembles the requested engineering work effort required for the PROJECT.

Describe the approach and methodology that were used to provide the required services

including any equipment or special software. Clearly identify the specific level of engineering services that were performed and subsequent work products that were produced or delivered. The level of detail must clearly delineate between major and minor work tasks. Identify any supplemental tasks that were deemed necessary or recommended which enhanced the requested engineering work, reduced cost, or expedited delivery.

Indicate where the prime firm's office was located. If the work was shared among firms of different offices, identify the office locations and the work that were performed in each office. Identify the project manager's specific responsibilities. Identify who performed quality control/assurance and provide a percentage of time that was devoted by the firm in performing this function related to work effort and products. Indicate how much staff time the client and other agencies devoted to the completion of the engineering work.

Include names, addresses, and current telephone numbers of the client and the name of the client's key representative assigned to the firm work.

### **5.3 APPROACH AND WORK PLAN**

The technical proposal will include a work plan, which delineates the approach to complete the requested engineering services for the PROJECT. The work plan should demonstrate the firm's understanding of SJCDPW's Preliminary Work Scope (SCOPE), refine and/or expand the SCOPE to reflect the firm's approach and address the firm's capability to complete the SCOPE within the proposed schedule. The work plan should include the following:

- A. Identify the firm's Project Manager and detail the specific responsibilities of the Project Manager. Identify the Person-In-Charge when the Project Manager is not available.
- B. Include the names, addresses, and current telephone numbers of the firm and the name of the key representative assigned. Provide a description and an organizational chart of the proposed team structure.
- C. If other than the Project Manager, identify who will be performing additional work and provide a breakdown and percentage of time that will be devoted by the firm in performing each function related to work effort and products.
- D. Describe the approach and methodology that will be used to provide the required services including any equipment. The specific level of engineering work effort and subsequent work products must be emphasized. The level of detail must clearly delineate between major and minor work tasks.
- E. Identify the top five issues anticipated with each project and the firm's approach to addressing such issues. Describe steps to be taken to ensure potential issues do not endanger each project's timeline.
- F. Indicate where the work is to be performed. If the work is to be shared among different offices, identify the locations and the work to be performed in each office. Travel to project sites will be required, but excessive travel time and expenses will be avoided to ensure operating efficiency and responsible cost control. This requirement is more easily met by firms that are capable of responding on site with short notice and that are based within a 75-mile radius of Stockton, California.

- G. A description of similar project experience and knowledge of the immediate area of San Joaquin County.

#### **5.4 SCHEDULE & TASK EFFORT WORKSHEET**

The firm shall prepare and submit a comprehensive schedule to reflect the time frames required for completing each task of the SCOPE and show work tasks, durations, assignments, and other relevant data. The firm shall indicate in the proposal whether the completion of the requested engineering services can be realistically completed in more or less time than that stated. The schedule for requested SERVICES shall be submitted in Microsoft Project software, or comparable software; software other than Project will require approval by SJCDPW.

Include the tentative date of execution of the FIRM services agreement by the County Board of Supervisors and the issuance of Notice to Proceed according to the schedule in Section 8.1 FIRM Selection Schedule.

- B. The firm must present comprehensive Task Effort Worksheets to reflect the required hours for completing each task of the Preliminary Work Scope. The Task Effort Worksheets shall follow the format provided in EXHIBIT "B". The Task Effort Worksheets, EXHIBIT "B", are part of the proposal; however, they are excluded from the RFP's maximum allowable length. SJCDPW is not responsible for mathematical calculations resulting from imbedded formulas in EXHIBIT "B". It is the firm's responsibility to assure the mathematical correctness of its submittal.

#### **6.0 PROPOSALS SUBMISSION REQUIREMENTS**

- 6.1 SJCDPW reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJCDPW. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.
- 6.2 Costs for developing proposals are entirely the responsibility of the FIRM and shall not be chargeable in any way to SJCDPW. All materials submitted become the property of SJCDPW and may be returned only at SJCDPW's option.
- 6.3 **Firm will have options of submitting proposals via hard copy OR through:**  
<https://www.bidexpress.com>. Technical proposals received later than the below date and time will be rejected and returned to sender unopened. Proposals delivered by fax will not be accepted.
- 6.4 **Hard Copy Submittal: One (1) hard copy and one (1) electronic copy on a flash drive** of the proposal, signed by an authorized representative, shall be delivered on or before **12:00 p.m. on Monday, September 8, 2025**, to:

Nhan Tran  
County of San Joaquin  
Department of Public Works  
Bridge Engineering Division  
1810 East Hazelton Avenue  
Stockton, California 95205

The following information must be placed in the lower left corner of the sealed envelope/package containing the proposal:

Statement of Qualifications & Technical Proposals  
CONSULTING ENGINEERING PROJECT MANAGEMENT AND SUPPORT SERVICES  
FOR TRANSPORTATION PROJECTS  
REQUEST FOR PROPOSALS- SJCDPW-25-05  
(Name of the Firm)  
OPEN BY SJCDPW'S CONSULTANTS SOLICITATION STAFF ONLY

\***CAUTION:** SJDPW'S lobby is closed to the public on Friday from 12:00 – 5:00 pm.

#### **BID EXPRESS SUBMITTAL:**

Firm may also submit proposals at <https://www.bidexpress.com> . One (1) electronic proposal, electronically signed by an authorized representative, shall be submitted on or before **12:00 pm on Monday, September 8, 2025**. **CAUTION:** Bid Express is a subscription bid submitting platform. There is a vetting process for submitting proposals on Bid Express. Please contact Bid Express for more information.

#### **7.0 QUESTIONS**

- 7.1 General questions regarding the solicitation procedure may be directed to Nhan Tran, Management Analyst II, at [ntran@sjgov.org](mailto:ntran@sjgov.org).
- 7.2 Technical questions about the requested services that might require a clarification of the RFP, should be submitted in writing to Nhan Tran at [ntran@sjgov.org](mailto:ntran@sjgov.org).
- 7.3 Any new information about the RFP, including responses to questions that warrant a clarification of the RFP and/or RFP addenda, will be posted on the San Joaquin County Public Works website: <https://www.sjgov.org/departments/pwk/rfps-and-rfq>

Firms are advised to register at this website to receive an emailed Notice of Release of Addendum if any new information is released.

- 7.4 The deadline for submitting questions is indicated below in the FIRM Selection Schedule.

#### **8.0 FIRM SELECTION PROCESS**

- 8.1 FIRM Selection Schedule: SJCDPW will follow the FIRM selection schedule listed below, but reserves the right to modify the schedule in any manner necessary to serve the best interests of SJCDPW:

Request for Proposals Released.. ..... Monday, August 11, 2025  
Written Questions Submitted by.....Thursday, August 28, 2025 by 12:00 pm  
Release Response to Written Questions.....Friday, August 29, 2025  
**Technical Proposals Due by 12:00 pm.....Monday, September 8, 2025, by 12:00 PM**  
Notification/Scheduling Oral Interviews.....Friday, September 12, 2025  
Consultant Oral Interviews.....Friday, September 19, 2025  
Notification, Final Selection/Ranking.....Monday, September 22, 2025  
Highest Ranked's Cost Proposal .....Thursday, September 25, 2025, by 4:00 pm  
Negotiation with Highest Ranked FIRM.....Wednesday, October 1, 2025  
Conclude Agreement Negotiations.....Tuesday, October 7, 2025



Board of Supervisors Execute Agreement.....Tuesday, November 18, 2025  
Notice to Proceed.....Wednesday, November 19, 2025

- 8.2 Proposal Evaluation: SJCDPW will review the proposals for completeness, clarity, and content quality. Each proposal will be reviewed to determine if it meets the requirements contained in Section 5.0 "PROPOSAL FORMAT AND CONTENT REQUIREMENTS." SJCDPW may reject any proposal if it is conditional, incomplete or contains irregularities. SJCDPW may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the RFP documents, and it shall not exempt the FIRM from any terms of an executed FIRM services agreement, should one be awarded.

SJCDPW will assemble a selection committee, comprised of SJCDPW staff members and other qualified individuals, which will evaluate submitted proposals and select a short list of Firms for presentation-interviews. The evaluation for the written qualifications and technical proposals will be based on the criteria shown in Attachment "B".

Aside from the selection process described herein, Firms or their representatives are prohibited from attempting to influence this FIRM solicitation by contacting Selection Committee members, elected officials, SJCDPW staff, or other individuals and entities involved in selecting the firm or awarding the FIRM agreement. Any such attempt to influence selection outside of the proscribed process will be grounds for disqualification.

- 8.3 Oral Presentation and Interview Selection Process: An oral presentation and interview will be conducted with up to five (5) firms that are ranked the highest based upon written qualifications and proposals. SJCDPW may choose to increase or decrease the number of firms interviewed. Those firms invited to interviews will be notified of the dates and times of their interviews. SJCDPW anticipates that oral interviews will be arranged according to the schedule on Section 8.1. FIRM Selection Schedule. Firms will also be notified of additional information, if any, to be submitted at the oral presentation and interview. Failure to appear at the oral presentation and interview will be considered nonresponsive and the firm will be eliminated from further consideration. Oral presentations and interviews will be evaluated using the criteria shown in Attachment "B".

- 8.4 Cost Proposals Requirements: ***The County will only request the Cost Proposal from the highest ranked firm following the final FIRM ranking.*** The method of payment for this Project will be actual cost plus a fixed fee. The cost proposal will consist of a "not-to-exceed" price quotation along with current fee schedules, task hours, personnel wage rate sheets, and other costs. The highest ranked firm shall provide specific hourly, daily, or monthly rates for each class of employee or piece of equipment. Such specific rates of compensation are to include an hourly breakdown, direct salary costs, salary additives, indirect costs, and fee (profit). Other direct costs may be set forth as independent cost items with supporting cost documentation. ***Please note SJCDPW policy and standard business practice does not allow FIRM to add a mark-up to other direct costs.*** The highest ranked firm's quote of estimated actual cost plus fee (profit) will be based upon specific rates of compensation and shall include supporting statements and schedules sufficient to allow determination of the itemized hours per task, cost per task, and levels of effort allotted to each task by the firm.

The cost proposal shall include a separate itemization for each major task and milestone, and a summary cost proposal of all costs. The cost proposal submitted shall follow the format provided in EXHIBIT "C". SJCDPW is not responsible for mathematical calculations resulting from imbedded formulas in EXHIBIT "C". It is the highest ranked firm's responsibility to assure the

mathematical correctness of its submittal.

The cost proposal shall include highest ranked firm's Certification of Financial Management System and Contract Cost (EXHIBIT D). The cost proposal should also include highest ranked firm's copies of prior and current Certified Public Accountant (CPA) indirect cost rate (ICR) audit reports and rate schedules, if any. These financial statements should include representation from the highest ranked Firm's management that the amounts are current, accurate and are prepared in compliance with regulations that apply to specific circumstance as specified in the AASHTO Uniform Accounting & Auditing Guide.

- 8.5 Cost Proposal Submittal: The highest ranked firm selected for the Project shall submit a cost proposal within three working days after the FIRM has been notified of the final selection. The cost proposal shall include a cover letter signed by an official who has the authority to bind the firm to the contract, including a brief statement affirming that the FIRM is able to comply with Project requirements/standards, indemnification, and insurance requirements as cited in SJCDPW-25-05.

The selected firm shall submit the cost proposal documents in PDF format via e-mail on or before **4:00 p.m. on Thursday, September 25, 2025**, to: [ntran@sjgov.org](mailto:ntran@sjgov.org)

- 8.6 Selection: SJCDPW will tabulate qualifications, written proposal, oral presentation, and interview scores to be used as the basis for selection, and firms will be ranked for FIRM services agreement negotiations. The highest ranked firm will submit their cost proposal five working days after the firms have been ranked for FIRM services agreement negotiation.

The cost proposal will be used as a starting point for agreement negotiations with the highest ranked firm selected on the basis of its qualifications and proposal. SJCDPW will then negotiate a FIRM services agreement with the selected firm. If an agreement cannot be reached after a reasonable period of time, as determined by SJCDPW, then SJCDPW will terminate negotiations with the number one ranked firm and negotiations will be opened with the second ranking firm. The compensation discussed with one prospective firm will not be disclosed or discussed with another firm. The selected firm will be the highest ranking proposal that has been successfully negotiated for award of the FIRM services agreement. The successful firm will be requested to enter into a FIRM services agreement with the County. SJCDPW's Boilerplate Consulting Services Agreement are shown as Exhibit "E". *The prospective firm is advised that SJCDPW's all boilerplate agreements reflect the County and SJCDPW's standard business practices which are set and not normally subject to substantive change.* The prospective firm is also advised that the agreements will not be in force until it is approved by San Joaquin County Board of Supervisors. The FIRM will be required to satisfy all insurance certification requirements before SJCDPW issues Notice to Proceed.

- 8.7 Pre Award Audit: Concurrent with Consulting Services Agreement negotiations, a pre-award audit evaluation may be required.

The pre-award audit evaluation will be made to:

- Review the draft contract language.
- Determine the adequacy of the firm's accounting system.
- Determine the reasonableness of the firm's and subconsultant's rates and if the proposed project costs are reasonable and allowable. Determine the financial capabilities of the firm (cash flow).
- Protect Federal, State, and Local Agency interests by identifying concerns before any work is performed and money expended.

SJCDPW may select Caltrans Audits and Investigations to perform the pre-award audit. SJCDPW also has the option to perform the pre-award audit using its own forces or by using a Certified Public Accounting firm. SJCDPW advises any prospective firm that a pre-award audit will be performed and that cooperation with the auditors is required. The pre-award audit will be performed in accordance with generally accepted government auditing standards promulgated by the United States General Accounting Office at <https://www.gao.gov/topics/auditing-and-financial-management> .

The pre-award audit might be required before the Consulting Services Agreement is executed by the San Joaquin County Board of Supervisors. SJCDPW shall be proactive to resolve any audit findings or comments before execution of the FIRM Services Agreement. Audit findings or comments may necessitate the need for additional contract provisions as well as determine eligible and allowable costs. If audit findings or comments are not resolved to SJCDPW's satisfaction, then SJCDPW may terminate negotiations with the best ranked firm, and negotiations will be opened with the next ranked firm.

The firm's cost proposal for the prime and all proposed subcontractors must contain a breakdown of all components of cost to include: labor base, rate, other direct costs, overhead, and fee. SJCDPW requires the firm to cooperate with the auditors, and the agreement will be awarded only after the "Audit Disposition" has been completed and all outstanding issues have been resolved.

- 8.8 Consultant in Management Support Role on federal for Federally-Funded Projects: SJCDPW will seek Federal Highway Administration(FHWA)'s approval for the Agreement before execution of the Agreement. Firm must submit the completed Exhibit H (LAMP Exhibit 10-U): Consultant in Management Support Role Conflict of Interest and Confidentiality Statement along with the Statement of Qualifications.

Other Federally Funded Projects Provisions:

- Firm will not participate in the consultant selection process, if Firm is one of the proposing firms, or subconsultant to a proposing firm for the project.
- Firm will not participate in management of work performed by Firm, or to a consultant team of which the Firm is a subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables, and approving invoices.

## **9.0 PROJECT REQUIREMENTS AND STANDARDS**

All PROJECT work must meet the following requirements and standards:

- 9.1 The FIRM will work closely with SJCDPW and other affected cities and agencies involved in the PROJECT. SJCDPW's Transportation Planning Division will manage and administer firm's work effort. SJCDPW will exercise review and approval functions through SJCDPW's Project Administrator, or designated representative, during the PROJECT. The FIRM will present all memoranda, reports, change orders, and other documentation in the general form agreed to by SJCDPW. All work products will be the property of SJCDPW.

- 9.2 The FIRM will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, change orders and other documentation. SJCDPW's Project Manager will exercise review and approval functions at key points and milestones during the PROJECT and conduct project status reports and meetings with the FIRM.
- 9.3 The FIRM will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, plans and drawings for the PROJECT. The quality control procedures will be in effect during the entire time work is being performed for the PROJECT. The quality control procedures will establish a process whereby any calculations are independently checked, plans are checked and corrected, and all PROJECT-related memoranda, working papers, and reports are routed and received by the affected persons and then bound in appropriate files. All work products submitted to SJCDPW's Project Manager for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.
- 9.4 The FIRM will use Microsoft Project or compatible software approved by SJCDPW, in preparing the Project schedule showing work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. The firm shall update the schedule throughout the PROJECT with each progress billing and supply to SJCDPW's Project Manager. The PROJECT schedule will be immediately revised by the firm should it become apparent that a task or milestone has not or will not be achieved.
- 9.5 The FIRM will prepare and submit to SJCDPW's Project Manager for review a monthly status report including a PROJECT schedule critical path review and update, budget status, budget drawdown schedule, tasks completed, tasks percent completed, outstanding correspondence, and unresolved issues.
- 9.6 The FIRM will be required to obtain prior approval of the County Public Information Office (through SJCDPW's Project Manager) for any communications with the public media pertaining to the PROJECT. This includes news releases, interviews, advertisements, etc.
- 9.7 If the FIRM fails to provide the services as to be developed and set forth in a consultant services agreement, then SJCDPW will have the right to withhold payment and terminate the agreement at any time prior to completion upon receipt of written notice.

## **10.0 PROJECT SCHEDULE / PROGRESS PAYMENTS**

- 10.1 The timely completion of the various tasks outlined in this RFP is essential to assure the successful advancement of the PROJECT and assure local program delivery and PROJECT development. At the beginning of the work effort for the requested services, the firm shall prepare a progress schedule clearly showing the various work tasks and the estimated time required for completion of each task. The progress schedule shall indicate major milestones, review stages, and other items critical to complete the PROJECT.

The progress schedule shall be updated throughout the course of the services, and the original schedule will be retained as a basis of comparison. The FIRM shall review the progress schedule to identify any potential scheduling problems and shall take steps to maintain or reconcile any anticipated or actual delays with the original schedule.

- 10.2 The FIRM shall submit payment requests monthly. The firm shall submit monthly payment requests which shall include a detailed invoice of the costs incurred and an updated progress

schedule. The progress payment invoice and updated progress schedule shall contain sufficient detail to define the amount of work performed and to allow an evaluation of the percentage of work accomplished with respect to the extent of budget expenditures made to date.

## **11.0 INDEMNIFICATION REQUIREMENTS**

The Consultant services agreement for the PROJECT requires the FIRM to comply with the County's hold harmless and indemnification requirements.

**A. The Consultant shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the negligence or willful misconduct of FIRM, its employees, officers, or agents.**

**B. The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at CONSULTANT's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of negligence. CONSULTANT shall provide legal counsel reasonably acceptable to the COUNTY.**

## **12.0 INSURANCE REQUIREMENTS**

The Consultant services agreement for the PROJECT requires the firm to comply with the County's insurance requirements.

12.1 The FIRM shall be required to obtain the minimum insurance required under this section and no work will be allowed until such insurance certificates evidencing the required coverage shall be furnished to the County. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty days' written notice has been furnished to the County. The County's minimum insurance requirements will not be subject to negotiation.

### **A. General Liability Limits**

- |                                |             |
|--------------------------------|-------------|
| a. BI & PD combined/occurrence | \$1,000,000 |
| /aggregate                     | \$2,000,000 |
| b. Personal Injury/aggregate   | \$1,000,000 |
| c. Automobile Liability        | \$1,000,000 |

1) CONTRACTOR agrees to defend, hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with the Agreement.

### **B. Professional Liability**

- |  |             |
|--|-------------|
| a. Professional Liability/as appropriately relates to                                    | \$1,000,000 |
| services rendered. Coverage may include medical malpractice and/or errors and omissions. |             |

**C. Workers' Compensation Insurance:** The FIRM shall take out and maintain, during the life of the agreement, workers' compensation insurance for all of the firm's employees employed for the PROJECT. If any class of employees engaged in hazardous work for the PROJECT is not protected under the Workers' Compensation Statute, then the FIRM shall provide insurance for

the protection of employees engaged in hazardous work.

- 12.2 The FIRM shall furnish a Certificate of Insurance to County upon execution of the consulting services agreement and prior to issuance of the Notice to Proceed, indicating that the firm, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to County. Such certificates shall state that County shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof. The above insurance shall be of the broad form coverage type, affording coverage on property in the care, custody, and control of the firm. Adequate proof of insurance in compliance with the above requirements shall be furnished to the County. An additional insured endorsement to the firm's liability insurance policy naming the County, their officers and employees as additional insured shall be furnished to the County. Notwithstanding the above, the firm's liability insurance policy shall be endorsed as primary insurance.

### **13.0 FIRM PROVISIONS**

13.1 Funding and FHWA Requirements:

It is mutually agreed between the parties that FHWA requirements for Consultant in Management Support Role per LAPM Chapter 10 – Consultant Selection are the requisites for both parties to enter into the consulting services agreement.

It is mutually understood between the parties that the consulting services agreement may be written and will be valid and enforceable only if sufficient funds are made available to SJCDPW. In addition, the consulting services agreement may be subject to any additional restrictions, limitations, or conditions required in accordance with Federal, State, and Local requirements that may affect the provisions, terms, or funding of the agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated for the PROJECT, the agreement shall be amended to reflect any reductions in funds. SJCDPW shall have the option to void the agreement under a thirty-day cancellation clause or to amend the agreement to reflect any reduction of funds.

- 13.2 Ownership of Data and Patent Rights: Upon completion of all work under the executed FIRM services boilerplate agreement, ownership and title to all reports, documents, plans, specifications, and work product materials as part of the agreement will automatically be vested in SJCDPW and no further agreement will be necessary to transfer ownership to SJCDPW. The firm shall furnish all necessary copies of documentation needed to complete the PROJECT in performance of the agreement.

SJCDPW shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, such documents. In addition, no material prepared in connection with the FIRM services agreement shall be subject to copyright in the United States or any other country. Each consultant services agreement shall contain provisions similar to the foregoing related to the ownership of data and the patent rights of the same.

- 13.3 Confidentiality of Data: All financial, statistical, personal, technical, or other information relative to the operation of SJCDPW, which is designated confidential by SJCDPW, and made available to the firm in order to carry out the agreement, shall be protected by the firm from unauthorized use and disclosure. Permission granted by SJCDPW's Resident Engineer to disclose information on one occasion relating to the agreement shall not authorize the firm to further disclose such information or disseminate the same on any other occasion. All information related to the construction estimate is confidential and shall not be disclosed by the firm to any entity other than SJCDPW.

The firm shall not comment publicly to the press or any other media regarding the executed consulting service agreement, or the actions of SJCDPW on the same, except to staff from SJCDPW, or the FIRM's own personnel involved in the performance of the agreement, or at public hearings, or in response to questions from a legislative committee.

#### **14.0 NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

SJCDPW has established the goal of 0.00% for the DBE participation in the FIRM contract for the PROJECT, based on the indicators and the agency-wide annual goals defined by Caltrans and SJCDPW. Firms responding to this RFP are required to follow the reporting guidelines and procedures specified in the Caltrans documents included in this RFP as Exhibit "F".

#### **15.0 NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies by signing and submitting the SOQ or proposal to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### **16.0 GENERAL INFORMATION**

16.1 Proposal Confidentiality: Prior to the San Joaquin County Board of Supervisors executing the FIRM services agreement, all firm proposals and solicitation documentation will be designated confidential to the extent permitted under the California Public Records Act. After the FIRM services agreement has been executed, or if the agreement is not to be executed and all proposals have been rejected, all responses will be regarded as public records. Any language in submitted proposals purporting to render confidentiality shall be regarded as non-effective and shall be disregarded.

- 16.2 SJCDPW Rights: SOQ's and technical proposals received within the prescribed deadline become the property of SJCDPW and all rights to the contents therein become those of SJCDPW. SJCDPW may investigate the qualifications of any FIRM under consideration, require confirmation of information furnished by a firm and/or require additional evidence of qualifications to perform the work described. SJCDPW reserves the right to:
- A. Modify the selection process as may be in their best interests.
  - B. Reject any or all of the proposals if such action is in their interest
  - C. Issue subsequent Requests for Proposals
  - D. Cancel the entire Request for Proposals.
  - E. Correct technical errors and amend the Request for Proposals by addendum prior to the final proposal submittal date process.
  - F. Seek the assistance of outside technical experts in proposal evaluation
  - G. Negotiate with any, all, or none of the Request for Proposals respondents
  - H. Award an agreement to one or more consultants
  - I. Accept other than the lowest cost proposal
  - J. Waive informalities and minor irregularities in proposals.

This Request for Proposals does not commit SJCDPW to enter into a consultant services agreement, nor does it obligate SJCDPW to pay for any costs incurred in preparation and submission of proposals or in anticipation of an agreement.

For inquiries about this Request for Proposals, see Section 7 QUESTIONS. Thank you for your interest in the PROJECT.

#### Attachments and Exhibits

Attachment A: Debarment and Suspension Certification

Attachment B: Proposal/Qualifications Evaluation Worksheet

Attachment C: Disclosure of Lobbying Activities

Exhibit A: SJCDPW's Preliminary Work Scope

Exhibit B: Task Effort Worksheet

Exhibit C: Cost Proposal

Exhibit D: Certification of Financial Management System and Contract Costs

Exhibit E: Boilerplate Consulting Services Agreement

Exhibit F: Notice to Bidders/Proposers Disadvantage Business Enterprise Information

Exhibit G: Proposal DBE Commitment

Exhibit H: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement



**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29  
DEBARMENT AND SUSPENSION CERTIFICATION**

The prime FIRM, under penalty of perjury, certifies that, except as noted below, he/she or any person, associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining FIRM responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

\_\_\_\_\_  
Signature of FIRM

\_\_\_\_\_  
Firm Name

## QUALIFICATIONS EVALUATION WORKSHEET

FIRM: \_\_\_\_\_

	(a) Weight	(b) Score 0-10	(a x b) Weighted Score
<b>WRITTEN SOQ &amp; TECHNICAL PROPOSAL</b>			
A. Firm Profile and Overall Capabilities	0.50	_____	_____
B. Key Personnel	1.00	_____	_____
C. Similar and Primary Reference Projects	1.00	_____	_____
D. Reference Checks	0.50	_____	_____
E. Knowledge of Local Conditions and Concerns	0.50	_____	_____
F. Project Approach and Work Plan	2.00	_____	_____
G. Project Schedule	0.50	_____	_____
SUBTOTAL WRITTEN SCORE (60 points maximum)		_____	_____
<b>ORAL PRESENTATION/INTERVIEW</b>			
A. Demonstrated knowledge of required work	1.50	_____	_____
B. Demonstrated course of action to meet goals	1.00	_____	_____
C. Demonstrated capabilities of firm/ project team	1.50	_____	_____
SUBTOTAL INTERVIEW SCORE (40 points maximum)		_____	_____
TOTAL SCORE (100 points maximum)		_____	_____

EVALUATOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**

- ☐ a. contract  
☐ b. grant  
☐ c. cooperative agreement  
☐ d. loan  
☐ e. loan guarantee  
☐ f. loan insurance

**2. Status of Federal Action:**

- ☐ a. bid/offer/application  
☐ b. initial award  
☐ c. post-award

**3. Report Type:**

- ☐ a. initial  
☐ b. material change

**For Material Change Only:**

year \_\_\_\_\_ quarter \_\_\_\_\_  
 date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity**

- ☐ Prime ☐ Subawardee  
 Tier \_\_\_\_\_, if known

Congressional District, if known

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known

**6. Federal Department/Agency:****7. Federal Program Name/Description:**

CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:****9. Award Amount, if known:****10. a. Name and Address of Lobby Entity**  
(If individual, last name, first name, MI)**b. Individuals Performing Services** (including address if different from No. 10a)  
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**11. Amount of Payment (check all that apply)**\$ \_\_\_\_\_ ☐ actual ☐ planned**12. Form of Payment (check all that apply):**

- ☐ a. cash  
☐ b. in-kind; specify: nature \_\_\_\_\_  
 value \_\_\_\_\_

**13. Type of Payment (check all that apply)**

- ☐ a. retainer  
☐ b. one-time fee  
☐ c. commission  
☐ d. contingent fee  
☐ e. deferred  
☐ f. other, specify \_\_\_\_\_

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached: Yes ☐ No ☐**

- 16.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized for Local Reproduction

Standard Form - LLL

**Federal Use Only:**

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.