



TWENTY-NINE PALMS BAND OF MISSION INDIANS

Request for Qualifications for Design Services for the Dillon Road Bridge Replacement and Road Widening Project

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INTRODUCTION

1 Introduction

The Twenty-Nine Palms Band of Mission Indians (the Tribe) is a federally recognized tribe located in southern California. The Tribe is soliciting proposals from qualified vendors to provide design services for the replacement of the Dillon Road Bridge and widening of Dillon Road in Coachella, California. Both facilities will have six lanes.

The Twenty-Nine Palms Band of Mission Indians has the legal contracting and administrative authority to replace the Dillon Road bridge as the designated Lead Agency under [California Assembly Bill 2261 \(AB 2261\)](#).

The Tribe intends to finance the Project with federal, State of California, and local funds, including funds provided by the Federal Highway Transportation Administration (FHWA) Highway Bridge Program (HBP) and Congressionally Directed Spending appropriations administered by Caltrans and Housing and Urban Development (HUD). These funding programs require that certain state and federal requirements apply to the Agreement for the Work. The Tribe will act as the designated recipient for any federal funds made available for the Project.

Any services or Work performed must be consistent and/or compliant with the conditions set forth within the following:

- [Local Assistance Procedures Manual \(LAPM\)](#), Caltrans, January 2026
- Caltrans [Highway Bridge Program Guidance](#)

2 Purpose and Overview of RFQ

The following list provides a general overview of information related to the subject of this Request for Qualifications (RFQ).

1. The Tribe is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offeror) for Design Services for the Dillon Road Bridge Replacement and Road Widening Project. The purpose of this RFQ is to award an agreement (Agreement) to one successful Offeror (Consultant) to advance design of the Project, develop a final plans, specifications, and estimates package (PS&E), and provide design support through construction.
2. This procurement consists of evaluating SOQs and Interviews in response to this RFQ with the intent to award an Agreement to a successful, responsive, qualified Offeror whose qualifications conform to the requirements of this RFQ and are considered the most qualified by the Tribe.

3. The term of the Agreement resulting from this RFQ will be 4 years. No Work may begin prior to the receipt of an NTP. The Consultant is expected to work diligently to complete the work no later than the end of the contract.
4. Executing an Agreement is not a guarantee of Work; the actual amount of Work requested by the Tribe under the Agreement resulting from this RFQ may be less.
5. Any services to be provided by the successful Offeror shall only be performed pursuant to a task order that provides a detailed description of the services to be performed, the time for the Work to be performed, not-to-exceed amount to be charged, and estimated costs.
6. The services described herein are not exclusive, and the Tribe reserves the right to enter into other agreements covering the same or similar services, or to perform the same or similar services itself or through its agents.
7. The Tribe requires its professional consultants to provide services that meet or exceed the applicable professional standard(s) of care and produce deliverables of the highest quality within a constrained schedule to meet program commitments. It is acknowledged by the Offeror that time is of the essence in the performance of each assigned task. The services, and any defined deliverables, shall be completed and delivered to the Tribe, or its agent, in a prompt and timely manner so as to permit the effective review and deployment of the deliverable by the Tribe during and throughout the performance of any Agreement resulting from this procurement.
8. The Consultant will be required to comply with all applicable state and federal prevailing wage laws and must provide a Prevailing Wage Policy if their participation includes prevailing-wage work.
9. The RFQ process will be conducted in accordance with 40 USC 1101, *et seq.*, 23 CFR 127, and the Caltrans Local Assistance Procedures Manual, and the evaluation/selection will be based on the factors/criteria contained in Attachments A through C.
10. Disadvantaged Business Enterprise (DBE) goals are currently not required.
11. Negotiations shall be held with the top ranked Offeror.
12. This solicitation and related documents are available on the Tribe's website at <https://www.29palmstribе.org/>, unless otherwise noted in this RFQ.
13. All questions regarding this RFQ must be submitted in writing to the email address of the Designated Point of Contact in Section 3.1 of this RFQ by the date and time listed in Section 3.0, Table 1, Key RFQ Dates. All such questions should use the subject line: Dillon Road Design RFQ. Responses to questions submitted will be posted at <https://www.29palmstribе.org/> for the benefit of all Offerors.

2.1 Background for the RFQ

The Tribe is requesting SOQs from qualified architectural and engineering consulting teams, to perform design services for delivery of the PS&E package for the Dillon Road Bridge Replacement

and Road Widening project within the eastern Coachella Valley region in Riverside County. The successful Offeror will also provide design support for the project through construction.

2.1.1 Project Site

The Project consists of widening the Dillon Road corridor between SR 86 and Cabazon Road, and replacing the current bridge over the Whitewater River. The existing bridge is classified as structurally deficient and has a sufficiency rating of 16.6. The existing bridge is scour critical with instability predicted at multiple bents, and does not meet current geometric, safety, bicycle, and pedestrian standards. The ultimate build out for the Project envisions a six-lane major arterial corridor with multimodal accommodations, and up to a six-lane bridge.

This Project has been determined to be a NEPA Categorical Exclusion under 23 USC 237. The Date of Categorical Exclusion Checklist completion was December 3, 2021, and the date of Environmental Commitment Record was December 1, 2021.

The Consultant will be responsible for validating the right-of-way needs for the Project. Additional right-of-way will likely be required to complete the Project.

2.1.2 General RFQ Scope of Services

The Consultant will be responsible for completing all relevant project documentation, final design and construction ready documents up to and including preparation of the PS&E package, and design support throughout construction for the Dillon Road Bridge Replacement and Road Widening project as detailed in Attachment D to this RFQ.

- The following milestone submittals are anticipated:
 - 30% PS&E
 - 60% PS&E
 - 90% PS&E
 - 100% final design and construction ready documents (to be issued for Bid)

A map of the area to which the Work will relate is included in Attachment E.

2.2 Definitions

Whenever used in this RFQ, the following terms have the definitions indicated:

Agreement – The contract between the Tribe and the successful Offeror executed as a result of this procurement.

Business Day – Monday through Friday, except for federal or Tribe holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of federal and Tribe holidays can be found at:

www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays

and

www.calhr.ca.gov/employees/pages/state-holidays.aspx.

Consultant – The successful team that executes the Agreement with the Tribe as a result of this RFQ, including the prime Consultant and all Subconsultants.

Day or day – Calendar day, unless otherwise noted.

Designated Point of Contact – The representative from the Tribe identified in Section 3.1.

Disadvantaged Business Enterprise – A for-profit business concern that meets the requirements of Title 49, Part 26.61 through 26.73 inclusive of the Code of Federal Regulations, including at least 51 percent owned by individuals who are both socially and economically disadvantaged. To be counted towards meeting the goals of the SB Program, a Disadvantaged Business Enterprise must be certified by the California Unified Certification Program.

Key Personnel – Those individuals identified in the Offeror's SOQ to fill the roles specified in Section 5.4.2.2.

Offeror – A Person that submits a Statement of Qualifications in response to this Request for Qualifications.

Offeror Team – Collectively, the Offeror and its members and Subconsultants.

Open Government Laws – Collectively, the California Public Records Act (Government Code § 6250, *et seq.*), the Bagley-Keene Open Meeting Act (Gov. Code section 11120 *et seq.*), and the Freedom of Information Act (FOIA) (5 U.S.C. § 552, as amended by Public Law No. 104-231, 110 Stat. 3048), and other applicable State and federal open records laws.

Person – Any individual, corporation, limited liability company, sole proprietorship, joint venture, partnership, voluntary association, trust, unincorporated organization, or governmental agency including the Tribe.

Professional Engineer – An engineer who is licensed in the State of California pursuant to the Professional Engineers Act (Business and Professions Code § 6700, *et seq.*) as a Professional Engineer, at the time the Agreement is executed.

Project – Design Services for the Dillon Road Bridge Replacement and Road Widening.

Public Records Act – The California Public Records Act, Government Code sections 6250, *et seq.*

Subconsultant –

- a. Prior to award of the Agreement resulting from this RFQ, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, or that will enter into a sub-subcontract for any part of the Work, at any tier; or
- b. After award of the Agreement resulting from this RFQ, any Person with whom the Consultant has entered into a subcontract/subagreement for any part of the Work, or with whom any Subconsultant has further subcontracted any part of the Work, at all tiers.
- c. The term Subconsultant shall include Subcontractor.

Third Party – Stakeholders and other entities separate from the Tribe, with full or partial ownership or jurisdiction over areas impacted by the project.

Tribe – Twenty-Nine Palms Band of Mission Indians.

Work – All of the tasks required by the Scope of Services of the Agreement resulting from this RFQ, in the proposed form found in Attachment D, Sample Scope of Services.

2.3 Acronyms

Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act of 1970
FOIA	Freedom of Information Act
NEPA	National Environmental Policy Act of 1969
NTP	Notice to Proceed
RFQ	Request for Qualifications
ROW	Right-of-Way
SOQ	Statement of Qualifications

INSTRUCTIONS TO OFFERORS

3 Procurement Schedule and Process

Table 1: Key RFQ Dates

Key Dates	Activity Description
August 5, 2026	RFQ advertised
August 17, 2026	Last day to submit written questions.
August 24, 2026	Tribe to Post Responses to Offeror Questions
<u>September 10, 2026</u>	<u>Addendum 1 released</u>
<u>September 17, 2026</u>	<u>Last day to submit written questions regarding Addendum 1</u>
<u>September 24, 2026</u>	<u>Tribe to Post Responses to Offeror Addendum 1 Questions</u>
September 14 <u>October 12</u> , 2026	SOQs due to at the address specified in Section 4.1 of this RFQ by 12:00 PM Pacific Time.
September 28 <u>October 26</u> , 2026	Invitations to Interviews sent.
October 12 <u>November 9</u> , 2026	Interviews with Offerors held in person.
October 19 <u>November 16</u> , 2026	Notice of Proposed Award.
October 26 <u>November 23</u> , 2026	Cost Proposal/Rate Sheet Form due from top-ranked Offeror.
October 27 <u>November 30</u> – November 9 <u>December 14</u> , 2026	Negotiation with top-ranked Offeror.
November 16 <u>December 18</u> , 2026	Tribe consideration of Agreement award (if applicable).
November <u>December</u> 2026	Notice to Proceed issued.

* All dates subsequent to the SOQ deadline may be modified at the discretion of the Tribe without issuing a formal addendum to this RFQ.

3.1 Designated Point of Contact

The Tribe's Designated Point of Contact for communications concerning this RFQ shall be as follows:

Robert Mignard, Executive Director of Purchasing

robert.mignard@29palmsbomi-nsn.gov

Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any Tribe staff other than the Point of Contact listed above. Failure to comply with this communication prohibition may result in disqualification.

3.2 Addenda to RFQ

The Tribe reserves the right to amend the RFQ by addendum before the final date of SOQ submission. It is the responsibility of the Offeror to check <https://www.29palmstribe.org/> for all addenda.

3.3 Non-Commitment of the Tribe

This RFQ does not commit the Tribe to award a contract, to pay any costs incurred in the preparation of an SOQ in response to this request, or to procure or contract for services or supplies. The Tribe reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Offeror, or to modify or cancel in part or in its entirety the RFQ if it is in the best interest of the Tribe to do so.

3.4 Property Rights

SOQs received within the prescribed deadline become the property of the Tribe and all rights to the contents therein become those of the Tribe. All material developed and produced for the Tribe under any Agreement resulting from this RFQ shall belong exclusively to the Tribe. All products used or developed in the execution of any Agreement resulting from this RFQ will be governed in accordance with the terms of the Agreement.

3.5 Improper Communications and Contacts

The following rules of contact shall apply during this procurement that began upon the date of issuance of this RFQ and will be completed with either the execution of the Agreement resulting from this procurement, or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes, but is not limited to, face-to-face, telephone, web-based meeting platforms (including viewing/sharing information on screen), text message/SMS, facsimile, electronic mail (e-mail), electronic messaging of any kind or formal written communication.

The specific rules of contact are as follows:

1. After submittal of SOQs, no Offeror, or any of its team members, may communicate with another Offeror or its team members with regard to the RFQ or any other team's SOQ with the exception of Subconsultants that are shared between two or more Offeror Teams. In such cases, those Subconsultants may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subconsultant will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Tribe-sponsored informational meetings). Protocols established to ensure

that Subconsultants do not act as conduits of information between teams are subject to Tribe review and approval, at the Tribe's discretion.

2. Offerors shall correspond with the Tribe regarding the RFQ only through the Designated Point of Contact.
3. Except for communications expressly permitted by the RFQ, or approved in advance by the Tribe in its sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ or the procurement described herein with any Tribe staff. This includes any of the Tribe's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement.
4. Offerors shall not contact the entities listed below, including any employees, representatives, and members regarding this RFQ:
 - a. Twenty-Nine Palms Band of Mission Indians;
 - b. California State Transportation Agency;
 - c. Caltrans;
 - d. Cordoba Corporation; and,
 - e. FSA Associates.
5. The foregoing restrictions shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, or the procurement, or from participating in public meetings with the Tribe or any Tribe workshop or forum related to this RFQ.
6. Any communication determined to be improper, at the sole discretion of the Tribe, may result in disqualification.
7. The Tribe will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.

3.6 Organizational Conflicts of Interest

Offerors are required to disclose actual or potential Organizational Conflicts of Interest (OCOs) involving their firm, team members, or subcontractors at the time of submission.

3.7 Confidentiality

All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Tribe during this procurement process, including as part of a response to this RFQ are, upon receipt by the Tribe, the property of the Tribe. None of the aforementioned materials will be returned to the submitting parties. Any materials that are delivered to the U.S. Department of Housing and Urban Development (HUD), the Federal Highway Administration (FHWA), or other federal agencies are subject to the FOIA or other federal open records laws, and any materials that are delivered to Caltrans are subject to the Open Government Laws. Offerors should familiarize themselves with the Open Government Laws, including the Public Records Act and FOIA. In no event shall the Tribe, Caltrans, HUD, FHWA, or other federal agencies, or any of their agents, representatives, consultants, directors,

officers, or employees be liable to an Offeror or Offeror Team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ or other information provided in connection with this procurement.

If an Offeror has special concerns about information that it desires to make available to the Tribe, but which it believes constitutes a trade secret, proprietary information, or other information exempt from disclosure, such Offeror should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its SOQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Tribe be responsible or liable to the Offeror or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Tribe or its officers, employees, contractors, or consultants.

The Tribe will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, FOIA, U.S. DOT FOIA regulations (49 C.F.R. section 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or FOIA, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Public Records Act, FOIA, and other applicable laws and their application to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Tribe's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Tribe for any expenses it incurs in connection with any such litigation.

4 Submittal of the Statement of Qualifications

4.1 Statement of Qualifications Submittal Information

SOQs submitted in response to this RFQ shall be mailed or hand delivered to:

If hand-delivered: Attention: Robert Mignard	If delivered by mail: Attention: Robert Mignard
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The following information must be placed on the lower left corner of the submittal shipping packages:

RFQ No.: _____

Twenty-Nine Palms Band of Mission Indians
Design Services for Dillon Road Bridge Replacement and Road Widening
Statement of Qualifications

Offeror: _____

DO NOT OPEN

4.2 Late Submittals

SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions. Postmark dates of mailing, e-mail, and facsimile transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. An SOQ is late if received any time after the date and time listed in Table 1. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror. Offerors are responsible for requesting a receipt or delivery confirmation for delivery of their SOQ packages.

4.3 Modification or Withdrawal of SOQs

Any SOQ received may be withdrawn or modified before the SOQ submittal deadline by written request to the Tribe that is signed by the Offeror or an authorized agent. An Offeror may thereafter submit a new SOQ prior to the SOQ Due Date. The only method for an Offeror to modify its SOQ is by withdrawing its submission in its entirety prior to the SOQ deadline, by written notification to the Tribe. A complete, corrected submission package may be resubmitted prior to the SOQ deadline. Modifications offered in any other manner will not be considered.

STATEMENT OF QUALIFICATIONS

5 Statement of Qualifications Requirements

One electronic copy must be received at procurement@29palmsbomi-nsn.gov no later than the date and time listed in Section 3, Table 1, and addressed in accordance with Section 4.1.

The following summarizes the content and organization of the SOQs. In addition to the information described below, the Tribe may require confirmation or clarification of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and/or require additional evidence of qualifications to perform the Work described in this RFQ. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of an SOQ.

5.1 General Requirements

The SOQ shall be typed. Forms and Certifications may be completed in ink, though providing typed Forms and Certifications is preferred. All documents contained in the original SOQ package must have original manual signatures or electronic signatures and must be signed by a person who is authorized to bind the Offeror or Offeror Team member, as applicable. All additional SOQ sets may contain photocopies of the original package. Scanned or faxed SOQs are not acceptable and will not be considered.

The SOQ shall comply with the following requirements:

1. Documents should be prepared in single-spaced type, 12 point font, on 8-1/2 x 11 sheets printed double-sided. Smaller font may be used for graphics labels, charts, figures, tables and footnotes. A page is considered to be a single side of an 8-1/2 x 11 sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs, and schedules, it should do so sparingly. Large format pages will be included in the page limit.
2. Pages should be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of 10, Page 2 of 10, etc.). Pages should be numbered at the bottom of the page.
3. The SOQ shall be no more than 30 pages in length, exclusive of the transmittal letter, resumes as required by Section 5.4.2.2, references as required by Section 5.4.1.1, the Forms and Certifications, and table of contents, which are not included in the page count.
4. Brochures, extraneous publications, such as published articles, directories, lengthy client lists, and miscellaneous materials not specifically requested will not be evaluated.
5. Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
6. If submitting as a team, note which entity is the prime Offeror or lead joint venture partner (if applicable).
7. Forms A through C and Certification Numbers 1 through 10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
8. The SOQ shall be divided into sections as described below:
 - a. A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
 - b. The index tab should have the appropriate section number typed thereon.
 - c. At a minimum, the items described in Section 5 shall be addressed.
 - d. Sections in the SOQ should be presented in the same order as they appear in this RFQ.

5.2 Transmittal Letter

The SOQ shall be transmitted with a letter that must identify, be signed by, and include the contact information for an owner, officer, or other duly authorized representative authorized to bind the Offeror contractually and shall contain a statement that indicates the SOQ is complete and accurate. The Transmittal Letter shall also provide the following: names, titles, addresses, telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Offeror. Neither the Transmittal Letter, nor the attachments to the Transmittal Letter in this Section 5.2, will be included in the page count. The Offeror shall affirm in the Transmittal Letter that the Minimum Qualifications of Section 5.2.1 are met.

The Transmittal Letter shall include the following:

1. The Offeror shall hold valid and appropriate licensure to do business in the State of California.
2. The Offeror shall identify the Offeror's Contract Manager or Relevant Key Personnel Position assigned to manage any Agreement awarded pursuant to this RFQ.
3. The Offeror shall provide resumes for the Key Personnel. Resumes shall be attached to the Transmittal Letter.
4. The Offeror shall affirm in the Transmittal Letter that it has or is able to obtain general comprehensive liability insurance with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence for this Project. Certificates of insurance are due to the Tribe from the successful Offeror prior to the execution of any Agreement resulting from this procurement.
5. The Offeror shall provide three references for the firm as required in Section 5.4.1.1 (including all required information and/or documentation). Contact information for the references should be attached to the Transmittal Letter, and all other information related to the references shall be included in the body of the SOQ as required in Section 5.4.1.1.
6. The Offeror shall attach to the Transmittal Letter all required Forms and Certifications. All Forms and Certifications shall be completed for each required entity(ies), properly executed, and included in the order in which they are provided in this RFQ.
7. The Offeror shall affirm in the Transmittal Letter that it or any of its constituent entities, has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five years.
8. The Offeror shall attach to the Transmittal Letter a commitment from each identified Subconsultant as required in Section 5.4.2, including any relevant licenses and positions in which the Subconsultant is anticipated to work.

5.2.1 Minimum Qualifications

The Offeror must satisfy all of the Minimum Qualifications listed below. Failure to satisfy all of the Minimum Qualifications at the time of SOQ submission may result in the immediate rejection of the submission. The Tribe, at its sole discretion, reserves the right to request clarifications of

Minimum Qualifications. The successful Offeror must continue to satisfy all Minimum Qualifications throughout the term of any Agreement resulting from this RFQ.

In addition to a timely submittal, the Minimum Qualifications for this RFQ are as follows:

1. The Offeror shall satisfy the requirements of Section 5.2 of this RFQ.
2. The Offeror shall satisfy all of the requirements of Section 5.4.1.1 of this RFQ.
3. At least one person responsible for direction and control of the Work shall be a registered Professional Engineer in the State of California by the time the Agreement is executed.
4. At least one person responsible for direction and control of the Work shall be a Certified Federal Surveyor by the time the Agreement is executed.
5. The Offeror shall provide proof of Department of Industrial Relations registration pursuant to California Labor Code section 1771.1.
6. Currently hold or be able to obtain the required insurance in Section 5.2 of this RFQ.
7. Submission of Forms A-C and Certifications 1-10 listed below.

Forms

Form A: Schedule of Subconsultant(s)

Form B: Organizational Conflicts of Interest Disclosure Statement

Form C: Disabled Veteran Business Enterprise Declaration

Certifications

- Cert. 1: CCC-04/2017 and STD 204
- Cert. 2: Iran Contracting Certification
- Cert. 3: Darfur Contracting Act Certification
- Cert. 4: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 5: Subconsultant(s) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 6: Non-Collusion Certification
- Cert. 7: Equal Employment Opportunity Certification
- Cert. 8: Non-Discrimination Certification
- Cert. 9: Certification Regarding Lobbying
- Cert. 10: California Civil Rights Laws Certification

5.3 Executive Summary

The Offeror may include an Executive Summary, preferably not exceeding three pages in length, stating key points of its SOQ which the Offeror believes highlights its qualifications to provide the services covered under this RFQ. As such, the Executive Summary may emphasize the Offeror's strengths as fully described in the balance of the SOQ; however, the Offeror should be aware that the Executive Summary will not be separately evaluated and will count against the page limitation.

5.4 Contents of the SOQ

Using the following criteria as a minimum, the Offeror shall provide straightforward and concise descriptions of the Offeror's ability to provide the services requested in this RFQ.

5.4.1 Past Performance and Experience

The Tribe intends to contract with a team with a proven track record of successfully providing bridge and roadway design services on similar projects. Past experience presented pursuant to this section shall be for (1) the Offeror (i.e., the prime Offeror submitting an SOQ, the joint venture submitting an SOQ, an individual prime member of the joint venture), and/or (2) a Subconsultant that employs an individual identified to fill a Key Personnel position, which experience must be specific to the individual filling the position. Describe how the past projects identified provide the experience preferred in this RFQ.

Provide the following information, and explain how the Offeror meets the past experience criteria:

1. Successful delivery on past projects of similar scope and complexity;
2. Experience performing the tasks within the Scope of Services provided in Attachment D;
3. Experience with design and feasibility assessments for Accelerated Bridge Construction and other bridge replacement projects;
4. Demonstration of cost saving methodologies utilized on past projects;
5. Experience with phased project delivery; and
6. Demonstration of successful and repeatable past approaches to delivering high-quality products with schedule constraints.

5.4.1.1 References

The Offeror shall provide names, addresses, and telephone numbers for at least three clients for whom the Offeror has performed work on transportation infrastructure projects that may include: bridge and roadway design, drainage, utility relocations, right of way identification, and permitting projects. Contact information for the references should be attached to the Transmittal Letter; all other information regarding references and past performance shall be attached to the body of the SOQ and be included in the page count.

References shall be for:

1. If a single entity is the prime consultant submitting the SOQ, the references shall be submitted for the prime consultant.
2. If the SOQ is submitted by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.
3. If the SOQ is submitted by a joint venture that has not worked together in the past, references shall be included for each prime member of the joint venture.
4. Any Subconsultant employing Key Personnel, if applicable.

For each reference project identified, the Offeror shall provide the following information:

1. The name of the client;
2. The title of the project or assignment;
3. Current contact phone numbers and email addresses for the client;
4. The scope of the project;
5. The name of the Offeror Team member that worked on the project;
6. The start and end dates of the Offeror Team member's work on the project;
7. A summary statement for each project; and,
8. Examples of innovative approaches that contributed to project quality and/or cost or schedule savings.

5.4.2 Organization and Key Personnel

The Tribe intends to contract with a team with organizational and staffing plans that are appropriate for the Work, design services, and with experienced personnel in key roles. Describe the composition of the Offeror team, and how activities are assigned. Describe how mobilization will be accomplished. Submit an organization chart indicating specific personnel nominations for primary and technical support positions. Discuss how the organization and management plan evolves over the life of the Project.

The Offeror shall provide a general discussion of the expected Work elements based on the activities described in the Scope of Services in Attachment D, including how the Offeror plans to achieve the requirements in the Scope of Services. The Offeror should discuss how the Key Personnel's past experience relates and will be applied to achieve the requirements in the Scope of Services.

The Offeror shall identify all known Subconsultants on Form A~~Form A~~. For Work which will be accomplished by a Subconsultant(s), the Offeror shall include a letter of commitment from the proposed Subconsultant(s), which shall include: the point of contact for the Subconsultant; the

classifications or position titles; licensing requirements for the job classifications or positions; and names, including any licenses and license numbers, or personnel in each job classification or position that will be made available for this Work as necessary to meet time frame performance requirements. Such letters should be attached to the Transmittal Letter and will not be included in the page count.

5.4.2.1 Staffing Plan

The Offeror should provide a basic time-phased staffing plan showing all positions needed to accomplish the various types of assignments for the duration of the Agreement. The staffing plan should indicate the level of participation for each position by giving the percentage of hours budgeted over calendar time. The staffing for the Agreement resulting from this RFQ may be updated and approved as required by the Agreement or as requested by the Tribe.

5.4.2.2 Key Personnel and Roles

The Tribe seeks a team that includes personnel with knowledge of applicable standards, regulations, codes, and technology. There shall be no change in the Key Personnel without prior written approval by the Tribe. Such approval shall not be unreasonably withheld.

The SOQ must include information regarding professional licenses held by the Offeror's Key Personnel. At least one key person responsible for direction and control of the Work shall be a Professional Engineer licensed in accordance with California Government Code section 4525 in good standing by the time the Agreement is executed. At least one person with direction and control of the Work shall be a Certified Federal Surveyor (CFedS) in good standing by the time the Agreement is executed.

The Offeror shall provide resumes for Key Personnel positions identified in the organization and management plan, including Subconsultants' Key Personnel. Resumes shall be limited to three pages and should be keyed to the respective positions on the organization chart and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Resumes of administrative and support staff should not be included. The Offeror should discuss how Key Personnel are qualified for the positions to which they are assigned. Subconsultants' Key Personnel should be identified in the same manner.

The Offeror should provide a list of individuals who will fill the following Key Personnel positions:

5.4.2.3 Key Personnel

1. Project Manager

- Minimum 15 years of experience in design and management of transportation infrastructure development projects.
- Experience with delivery of Caltrans projects.

2. Civil Engineer Lead

- Professional Engineer in Civil Engineering.
- Minimum 15 years of experience in design and delivery of major transportation projects, performing key interdisciplinary roles in the areas of civil engineering, roadway, drainage, and utilities.

3. Structural Engineer Lead

- Professional Engineer in Structural Engineering.
- Minimum 15 years of experience in structural and seismic design and construction of aerial structures, including road bridges.

4. Utilities Lead

- Minimum 10 years of experience in utilities design and utility relocation.
- Experience working on road bridge design projects with installed utilities.

5. Right-of-Way Lead

- Minimum 10 years of experience in identifying right-of-way needs on transportation projects, including road and bridge projects.

6. Surveying Lead

- Minimum of 10 years experience performing surveying activities for projects impacting tribal lands.
- Certified Federal Surveyor.

7. Environmental Manager

- Minimum 10 years of experience in delivering environmental clearances in California for major infrastructure projects and programs.
- The individual must have strong expertise in the California Environmental Quality Act and the National Environmental Policy Act.
- Experience managing environmental requirements, permitting, and coordination with relevant regulatory authorities.

5.4.3 Project Understanding and Approach

A core component of this RFQ is the Offeror's demonstrated expertise in delivery of bridge and corridor design projects. The Tribe intends to contract with a Consultant team with a strong understanding of the elements required to deliver the Scope of Services is Attachment D. The Offeror should include a detailed discussion of the understanding of the Project elements, Project requirements, and how the Design Services team adds value to the delivery of the Dillon Road Bridge Replacement and Road Widening Project.

5.4.4 Innovation Encouragement

The Tribe expressly encourages creative and technically sound alternative phasing concepts. The Offeror should describe any proposed concepts for innovation for the Project that:

- Maximize early operational benefit;
- Reduce long-term life-cycle costs;

- Improve safety and multimodal access;
- Enhance resilience; and
- Minimize stranded investments and throw-away construction.

6 Evaluation and Negotiations

The Tribe may reject any SOQ if it is conditional, incomplete, or contains irregularities. The Tribe may waive an immaterial nonconformance in an SOQ. The Tribe reserves the right, at its sole discretion, to request clarifications regarding information contained in any SOQ. Waiver of an immaterial nonconformance shall in no way modify the SOQ documents or excuse the Offeror from full compliance with the Agreement requirements if the Offeror is awarded the Agreement as a result of this procurement.

The following summarizes the SOQ Review, Evaluation, and Negotiation processes.

6.1 Statement of Qualifications Review

The Tribe shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 5 and Attachments A through C. Failure to meet the requirements of this RFQ will result in the rejection of the SOQ. SOQs that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Offeror, may be rejected.

6.2 Statement of Qualifications

The Tribe shall evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs shall be based on the criteria described in Section 6 and in Attachment B.

6.3 Offeror Minimum Qualifications

The Offeror must submit all of the required information as described in Attachment A: Minimum Qualifications Checklist. All of the information identified must be included for the SOQ to be considered responsive. SOQs with missing or incomplete information may be rejected. If an Offeror passes this phase, its SOQ will be evaluated and scored.

6.4 Interviews Evaluation

Following the evaluation of SOQs, the Tribe will invite selected Offerors to participate in Interviews. Interviews with the Evaluation/Selection Committee will be held with no fewer than the top three rated Offerors, unless fewer than three SOQs are received. Interviews will be separately evaluated based on criteria described in Attachment C.

6.5 Final Scoring

Once the final score is set, the top-ranked Offeror shall be recommended to the Tribe for contract award. At the conclusion of the SOQ review and Interviews, the Evaluation/Selection Committee will rank the Offerors on the basis of total weighted SOQ score (60 percent) plus total weighted Interview score (40 percent), and recommend the Offeror with the highest final score for award of

the Agreement. For example, if an Offeror scores 75 on its SOQ and 80 on its Interview, then its final score would be:

$$(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$$

6.6 Notice of Proposed Award

After the Offeror with the highest final score is determined, the Notice of Proposed Award will be posted on the Tribe's website at: <https://www.29palmstribes.org/>.

6.7 Agreement Negotiation Process

A pre-award review of the proposed costs will be performed by the Tribe. At the conclusion of the SOQ review and Interviews, the Tribe will identify the top ranking Offeror will be identified in the Notice of Proposed Award. The top ranking Offeror shall submit its Cost Proposal/Rate Sheet to the Tribe within [five] Business Days of the release of the Notice of Proposed Award. In addition, the Offeror must submit the following information for each firm:

1. A payroll register for each proposed employee. If a classification is proposed, payroll registers must be submitted to support the high and low range of the classification.
2. Current overhead supporting documentation, to include:
 - a. A cognizant rate approval letter, if available, or
 - b. Audited Schedule of Indirect Costs, if available, or
 - c. Internally prepared Schedule of Indirect Costs. Supporting documentation will be requested by the Tribe directly from each firm, trial balance, and federal payroll tax Form 940.
3. Other direct cost rate supporting documentation, e.g. internal reproduction rates, company owned vehicle rate breakdown, etc.

The Tribe will enter into limited negotiations with the top-ranking Offeror. If limited negotiations are unsuccessful, the Tribe will terminate all discussions with the top ranked Offeror and enter into limited negotiations with the next highest ranked Offeror and so on sequentially. After completion of successful negotiations, the Tribe shall recommend an Offeror for Agreement award.

6.8 No Agreement Until Signed and Approved

No Agreement between the Tribe and the successful Offeror is in effect until the Agreement is signed by the Consultant and signed by the Tribe, including related forms.

6.9 Confidentiality

The successful Offeror awarded an Agreement as a result of this RFQ shall be required to maintain the confidentiality of any information it obtains in the course of performing services under the Agreement, and shall hold the Tribe harmless from any claim, loss, or liability resulting from

the successful Offeror's disclosure of such information. The confidentiality obligations under the resulting Agreement shall remain binding on both parties during the term of the Agreement, and survive expiration, termination, and/or the end of the Agreement, regardless of cause.

7 Protest Procedures

7.1 Applicability

This section sets forth the exclusive protest remedies available with respect to this RFQ and prescribes the exclusive procedures for protests regarding:

1. Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed Tribe's authority;
2. A determination as to whether an SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all Minimum Qualifications;
3. Invitations to Interviews; and
4. Final selection.

7.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.1(1) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Tribe, following the procedures prescribed in this Section 7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Designated Point of Contact provided in Section 3.1. The written request should include an agenda for the proposed one-on-one meeting. The Tribe will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Tribe may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

7.3 Deadlines for Protests

The failure of an Offeror to file a protest within the applicable period shall preclude consideration of those issues in any protest.

Protests concerning the issues described in Section 7.1(1) must be filed as soon as the basis for the protest is known, but no later than 10 Days prior to the SOQ deadline. If the protest relates to an addendum to the RFQ, the protest must be filed no later than five Business Days after the addendum is issued.

Protests concerning the issues described in Section 7.1(2) must be filed no later than five Business Days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 7.1(3) must be filed no later than five Business Days after the earliest of either (a) the dates the invitations to Interviews are sent or (b) the public announcement thereof.

Protests concerning the issues described in 7.1(4) must be filed no later than five Business Days after the Notice of Proposed Award is posted,

7.4 Content of Protest

The Offeror filing a protest may provide an initial statement of the protest by the deadlines included in Section 7.3 above, provided that the Offeror filing a protest provides a full statement of the protest within five Business Days of the initial statement. Protests shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

7.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy to the Tribe's Designated Point of Contact identified in Section 3.1 as soon as the basis for the protest is known to the Offeror filing a protest. Copies of any protests received will be provided to all Offerors. The Protest Official for this RFQ is:

Robert Mignard, Executive Director, Purchasing

robert.mignard@29palmsbomi-nsn.gov

7.6 Burden of Proof

The Offeror filing a protest shall have the burden of proof in proving its protest. The Tribe may discuss, in its sole discretion, the protest with the Offeror filing a protest, other Offerors, the Tribe's Designated Point of Contact for the procurement, and other members of the Tribe's procurement team. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

7.7 Decision on Protest

The Protest Official shall issue a written decision regarding the protest within 30 Days after the filing of the detailed statement of protest. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. If necessary to address the issues raised in a protest, in its sole discretion, the Tribe may make appropriate revisions to this RFQ by issuing addenda. Copies of decisions regarding protests and/or withdrawals of protests will be provided to all Offerors.

7.8 Limitation on Liability

The Tribe shall not be liable for any damages to, or costs incurred by, any participant in a protest, on any basis, express or implied, whether or not successful.

Attachments

- Attachment A: Minimum Qualifications Checklist
- Attachment B: Criteria for Awarding Points for the Statement of Qualifications
- Attachment C: Criteria for Evaluation of Interviews and Final Score Worksheet
- Attachment D: Scope of Services
- Attachment E: Dillon Bridge Improvements Exhibit

Attachment A: Minimum Qualifications Checklist

#	Minimum Qualification	Yes	No
1.	Was the SOQ received no later than the date and time listed in Table 1?		
2.	Did the Offeror include one electronic version of its SOQ in a printable and searchable .pdf format in a read-only format?		
3.	Is the SOQ typed?		
4.	Is the SOQ no more than 30 pages in length, exclusive of the transmittal letter, resumes and references, the Forms and Certifications, and table of contents?		
5.	Did the Offeror submit a Transmittal Letter with the following information? a. Proof of valid and appropriate registration as qualified to do business in the State of California; b. Identification of Offeror's Contract Manager; c. Resumes for all identified Key Personnel; d. Affirmation that the Offeror has, or is able to obtain, the required insurance, specified in Section 5.2 of this RFQ; e. References for the firm as required in Section 5.4.1.1; f. Affirmation that Offeror, or its constituent entities, has not been terminated from another contract for default or has not received a civil judgment or criminal conviction in the past five years; and, g. A letter of commitment from each identified Subconsultant(s), including relevant registration and positions in which the Subconsultant(s) is identified to work.		
6.	Is at least one person responsible for direction and control of the Work a California Professional Engineer (PE) or otherwise -licensed in accordance with Government Code § 4525?		
7.	Is at least one person with direction and control of the Work a Certified Federal Surveyor (CFedS) in good standing, or will they be by the time the Agreement is executed?		
8.	Does the Offeror provide proof of Department of Industrial Relations registration pursuant to California Labor Code section 1771.1?		
9.	[List Required Forms and Certifications]		

Attachment B: Criteria for Awarding Points for the Statement of Qualifications

	Criteria*	Maximum Score
1.	PAST PERFORMANCE The extent to which the Offeror demonstrates: • Successful delivery on past projects of similar scope and complexity; • The capability of the Offeror team to complete the Work based on examples of prior projects; • Experience performing the tasks in the Scope of Services provided in Attachment D; • Experience with design and feasibility assessments for Accelerated Bridge Construction and other bridge replacement projects; • Cost saving methodologies used on past projects; • Experience with phased project delivery; • Ability to produce quality work on time and within budget; and • Demonstration of successful and repeatable past approaches to delivering high-quality products with schedule constraints.	
2.	ORGANIZATION AND PROJECT TEAM The extent to which the Offeror demonstrates: • Organizational and staffing plans appropriate for the roles assigned; • An organizational chart with a clear and logical framework for successfully completing the Work; • Appropriateness of Key Personnel past experience to the roles assigned; and • A Project team with all of the qualifications necessary to create a high level of confidence that the Offeror team can successfully perform the Work on schedule and within budget.	
3.	PROJECT UNDERSTANDING AND APPROACH The extent to which the Offeror demonstrates: • An achievable bridge expansion strategy that incorporates structural systems to allow four-lane construction to be expandable to six lanes, substructure oversizing versus staged construction, Accelerated Bridge Construction feasibility, life-cycle cost optimization, and minimization of future demolition or reconstruction; • An achievable roadway widening strategy that includes logical termini for Phase 1 widening, transitional cross-sections, pavement design	

	strategies to prevent throwaway costs, and drainage systems potentially sized for ultimate configuration; • An innovative cost and risk integration strategy that provides cost effective options for accelerating the engineering and design process and sequencing to support total build out, and utility and management risk; and • A constructability and traffic management strategy that includes reasonable traffic staging concepts, channel flow and scour management during construction, emergency and local access during construction, and coordination with Caltrans right-of-way, where applicable.	
4.	INNOVATION The extent to which the Offeror presents technically sound opportunities that meet all technical requirements for innovation in Section 5.4.4 and include: • Maximizing early operational benefit • Reduction of long-term life-cycle costs • Improvement of safety and multi-modal access • Enhancement of resilience • Minimization of stranded investments and throw-away construction.	
Total SOQ Score		100
Total Weighed Score with 60% Weighting Factor (SOQ Score x 0.6)		60

* NOTE: These criteria are 60% of the final score

Attachment C: Criteria for Evaluation of Interviews and Final Score Worksheet

Criteria*		Maximum Score
1.	PRESENTATION • Quality and appropriateness of the presentation • Logic of the chosen speakers relative to project challenges • Project manager control over the team	
2.	PROJECT MANAGER PARTICIPATION • Quality of presentation and responsiveness to questions • Understanding of Project challenges and requirements • Perceived level of involvement with SOQ structure, content and presentation plan	
3.	KEY STAFF PARTICIPATION • Quality of presentations and responsiveness to questions • Understanding of assignment challenges and requirements • Perceived level of involvement with SOQs preparation	
4.	UNDERSTANDING OF PROJECT • Does Offeror convey an understanding of the critical project success factors? • Is the Offeror able to provide evidence of prior project experience with challenges of similar magnitude and complexity? • Does the Offeror demonstrate how lessons learned on past projects will be applied to the particular needs of this project? Is the Offeror candid about any project failings that have been instructive for addressing the particular needs of this project?	
Total Interview Score:		100
Total Weighted Interview Score with 40% Weighing Factor (Interview Score x 0.4)		40

* NOTE: These criteria are 40% of the final score

Total Score for Statement of Qualifications and Interview	Maximum Score	Actual Score
Total Weighted SOQ Score	60	
Total Weighted Interview Score	40	
Final Score	100	

Final Score Example

If an Offeror scores 75 on its Statement of Qualifications and 80 on its Interview, then the final score would be: $(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$

Attachment D: Scope of Services

Attachment A: Scope of Services

Project Overview

The Consultant shall provide the Tribe with engineering and design support services related to the Dillon Road Bridge Replacement and Road Widening (Project) within the eastern Coachella Valley region in Riverside County. The Project consists of widening the Dillon Road corridor between SR 86 and Cabazon Road to six-lanes and replacing the current bridge over the Whitewater River. The existing bridge is classified as structurally deficient and has a sufficiency rating of 16.6. The existing bridge is scour critical with instability predicted at multiple bents, and does not meet current geometric, safety, bicycle, and pedestrian standards. The Project envisions a six-lane major arterial corridor with multimodal accommodations, and a six-lane bridge.

The Consultant will be responsible for Project design, plans, specifications, and estimates (PS&E), preparation of final design and construction ready documents, and design support through construction.

The Consultant's Work is defined as all services, labor, equipment, facilities, and other efforts to be provided and performed by the Consultant, including the following general categories:

- a. Project management and administration, including scheduling, cost control, and reporting.
- b. Project approval and funding documentation.
- c. Utility investigation, coordination, relocation design, and preparation of a utilities register.
- d. Code assessment.
- e. Completing, coordinating, security approval, and executing final permitting and utility agreements.
- f. Survey and mapping.
- g. Geotechnical engineering and seismology.
- h. Development and management of all management plans and manuals required by the Agreement.
- i. Design, engineering, and analysis, including but not limited to Final Design and Value Engineering.
- j. Estimating.
- k. Environmental requirements, including obtaining any required governmental approvals and permits.

- l. Quality control and quality assurance.
- m. Community relations and public outreach, including a comprehensive communications program to proactively interface with stakeholders regarding the design, including preparing communications materials, logistical support for public meetings, documentation, and reporting.
- n. Coordination with Jurisdictional Authorities (public and private entities, such as Caltrans, utilities, etc.).
- o. Project documentation, including preparation, delivery, and correction, as necessary, of all submittals.
- p. All Work required under the guarantees and warranties of the Project.
- q. All other project management activities and tasks required to satisfy all provisions of the Agreement.
- r. The Consultant is further responsible for the following: Design of the elements as generally described above. The Work shall be completed in accordance with all agreements, design criteria, standards, and permits by the Tribe and by Third Parties, as applicable.
- s. Preparation of design submittals in accordance with this scope of services.
- t. Coordination with third parties, including but not limited to, local, regional, state (Caltrans), federal, and tribal agencies, utility companies, and other permitting and regulatory agencies.

1. Project Management and Administration

The Consultant shall be responsible for all project management functions in support of the Scope of Services, including but not limited to:

- 1.1. Develop a Project Management Plan (PMP) within thirty (30) days following issuance of NTP. The Consultant shall submit the PMP to the Tribe for review and approval. At a minimum, the PMP shall include the following:
 - 1.1.1. An organizational chart of all Key Personnel and management personnel with qualifications, responsibilities, and level of effort.
 - 1.1.2. A schedule for all major submittals to be provided to the Tribe that shall be consistent with the project schedule.
 - 1.1.3. The approach to manage and oversee the design, including interface management with adjacent entities and impacted third parties.
 - 1.1.4. The approach to coordination with Caltrans, impacted utilities, local agencies, and any other jurisdictional stakeholders.

- 1.1.5. The approach to conducting community and stakeholder outreach, including requirements for public engagement and hearings, as needed.
- 1.1.6. A Risk Management Plan
- 1.1.7. A Configuration Management Plan, describing how the Consultant will conduct configuration management and change control.
- 1.1.8. A QA/QC Plan. The Consultant's QA/QC plan shall define minimum QA/QC standards and documentation for the project. The QA/QC plan shall also discuss methodology to be utilized for QA/QC validation, such as independent design checks prior to design submittals.
- 1.2. A work breakdown structure (WBS) that shall be the basis for organizing all Work and shall include a schedule for all major submittals and deliverables, the approach to oversee and manage the Work, including all necessary interface management with internal and external stakeholders.
- 1.3. The Consultant shall comply with the approved PMP throughout the term of the Agreement.
- 1.4. Identify Key Personnel, coordinate Work activities and deliverables with the Tribe, Subconsultants, and third parties, as appropriate.
- 1.5. Manage project budget, quality assurance, and quality control. The Consultant shall be responsible for providing construction cost estimates with each design milestone submittal. The Consultant shall also be responsible providing reconciliation and alignment of construction cost estimates with project design and available project funding.
- 1.6. Conduct project kick-off meeting and bi-weekly project coordination meetings. Prepare meeting agenda, minutes, and action items. Track action items and report completion level.
- 1.7. Develop, submit for review and approval, and maintain project schedule using critical path method of Primavera P6 or newer version. Ensure that all deliverables include an activity of sufficient duration to allow for Tribe reviews, approvals, and circulation periods.
 - 1.7.1. Schedule shall be maintained in such a manner to allow schedule updates and identify delays, slippage, float, and recovery plans as needed and required by the Tribe.
 - 1.7.2. Unless otherwise provided in this Scope of Services, the Tribe shall have 45 days to review each submittal provided under this Scope of Services.

- 1.8. The Consultant shall be responsible for preparation and submittal of all required Project approval and funding documentation.
- 1.9. Accounting and invoicing: The Consultant shall prepare monthly invoices and progress reports including a summary of progress and changes to scope, schedule, budget, and a summary of risks and strategies to minimize the risks. All hours, direct costs, and indirect costs shall be tracked and reported.
- 1.10. All design and correspondence materials shall be logged and filed electronically. Copies of written external correspondence for the Project shall be provided to the Tribe.
- 1.11. The Consultant shall be responsible for obtaining additional data, including:
 - 1.11.1. Final identification, confirmation, and potholing for existing utilities. The Consultant shall prepare and submit a register of all existing utilities located within the project boundaries. The Consultant shall submit electronic files of the utilities register.
 - 1.11.2. Survey and topographic mapping for final design, including site surveys as required.
 - 1.11.3. Collecting additional geotechnical information to complete the Project, support and finalization of ground motions work and fault rupture data; and prepare technical reports, including the Geotechnical Baseline Report (GBR), construction drawings, and construction specifications.
- 1.12. The Consultant shall be responsible for the safety and security certification activities during Final Design of the Project. The Consultant shall develop and submit a Safety and Security Certification Plan that describes in detail how the Consultant will identify, mitigate, verify, validate, and certify safety and security requirements.

2. Design and Code Analysis

- 2.1. The Consultant shall review all available documentation, including the engineering report, for the project and provide updated documentation as needed to the satisfaction of the applicable regulatory agencies.
- 2.2. The Consultant shall review and analyze current design, industry and regulatory design and construction codes, including those referenced in the governmental approvals and final environmental documents and third-party requirements for applicability to the Project.

- 2.3. The Consultant shall identify applicable design, industry, and regulatory construction codes by resource from the government approvals, environmental documents, and by affected third parties in a design and code analysis report that shall be submitted to the Tribe.

3. Permitting

- 3.1. The Consultant shall review all available environmental documentation for the project and provide updated documentation as needed to the satisfaction of the applicable regulatory agencies.
- 3.2. The Consultant is responsible for identification of all required permits and shall prepare permit applications and develop an inventory of effected agencies.
- 3.3. The Consultant shall perform interface coordination with all disciplines as needed to deliver a complete permitting package for the design level.
- 3.4. The Consultant shall identify any required mitigation limits as defined in permits.
- 3.5. The Consultant shall notify the Tribe if any environmental revalidation is needed for the Project. If requested, the Consultant shall prepare environmental revalidation documentation for submittal by the Tribe. The Consultant shall also provide all support needed to obtain the environmental revalidation approvals.

4. Survey, Mapping, and Right-of-Way

- 4.1. The Consultant is responsible for all survey and mapping activities required for the Work, including:
 - 4.1.1. Land net;
 - 4.1.2. Research, including preliminary title reports, assessor maps, record maps, unrecorded maps, public records;
 - 4.1.3. Establish all property and easement boundaries within and overlapping the project area;
 - 4.1.4. Perform site reconnaissance and monument recovery;
 - 4.1.5. Establish and re-establish all monumentation required by law;
 - 4.1.6. Flagging;
 - 4.1.7. Staking;

- 4.2. The Consultant shall conduct a survey of right-of-way parcels available for the Project and make recommendations regarding any additional right-of-way needed to construct the Project.
- 4.3. If the Tribe determines that additional right-of-way is needed, the Consultant shall:
 - 4.3.1. Coordinate with the Tribe and third parties as needed to prepare proposed right-of-way mapping and related documentation to support the appraisal and acquisition process;
 - 4.3.2. Prepare boundary, monumentation, and survey controls maps in pdf, CADD, and GIS file formats showing all parcels and easement boundaries and their relationship to the land net;
 - 4.3.3. Prepare appraisal maps;
 - 4.3.4. Prepare Resolution of Necessity (RON) exhibits and legal descriptions;
 - 4.3.5. Prepare legal descriptions and plats;
 - 4.3.6. Prepare Record of Survey in pdf, CADD, and GIS file formats;
 - 4.3.7. Prepare exhibits for state and local jurisdiction agreements; and
 - 4.3.8. Provide other related services as requested.
- 4.4. All survey, mapping, and right-of-way documents should be provided in pdf format unless otherwise requested.

5. Traffic Studies

- 5.1. The Consultant shall be responsible for review of all available traffic study documentation for the Project and provide updated documentation as needed to the satisfaction of all applicable regulatory agencies.

6. Constructability Review

- 6.1. The Consultant shall prepare constructability review and prepare constructability assessment report to confirm feasibility of construction means and methods.
- 6.2. The Consultant shall prepare plans identifying construction sequence, staging, and laydown areas.
- 6.3. The Consultant shall document temporary access for vehicle and multimodal access, including detours or closures, which shall be minimized to the extent practicable.

7. Utility Investigation, Coordination, and Relocation Design

- 7.1. The Consultant shall perform investigation and data collection of existing facilities. The Consultant shall also review existing data and prepare composite utilities drawings.
- 7.2. Identify utility conflicts, disposition, ownership, and rights for all utilities affected by the proposed improvements. Coordinate with utility owners and the Tribe regarding relocation, protection, and/or mitigation of utilities.
- 7.3. Prepare utility conflict matrix of all project utility conflicts. Coordinate with the Tribe and utility owners for preparation of utility agreements and for resolution of utility conflicts.
- 7.4. Prepare utility relocation draws to level required to obtain utility owners' approval, including ensuring that the design of utility relocations and new utility service comply with the design standards and requirements of the respective utility owners.
- 7.5. Prepare and submit Notice to Relocate letters to utility owners for utilities in conflict with the project for transmittal to utility owners.
- 7.6. Finalize utility relocation plans

8. Construction Cost Estimates

- 8.1. The Consultant shall perform quantity take-off and construction cost estimates.

9. Construction Schedule

- 9.1. The Consultant shall develop construction schedule and confirm schedule compatibility with construction method, permit applications, and permit compliance.

10. Construction Specifications, Standards, and Reference Documents

- 10.1. The Consultant shall be responsible for preparation of Construction Specifications.
- 10.2. The registered professional engineers who prepare the Construction Specifications, in signing and sealing the Construction Specifications, shall be responsible for the Construction Specifications suitability to the design and construction and compliance with all Agreement provisions.

11. Design Reports

- 11.1. The Consultant shall provide Design Reports to the Tribe as specified in this Scope of Services.

11.2. Design Submittals

- 11.2.1. Unless otherwise noted, the Tribe shall issue one of three dispositions on design submittals: Approved, Approved with Comments, or Rejected with Comments.
- 11.2.2. The Consultant shall include the Baseline Schedule with each design submittal and the Tribe's review period.
- 11.2.3. The standard format for all design submittals is a MicroStation design file with a dgn extension for design documents and pdf for reports. Design submittals shall be submitted in these formats unless a variation is approved in writing by the Tribe. Design submittals shall be consistent with the [Caltrans CADD Users Manual](#) unless another format is specified in this Scope of Services or approved in writing by the Tribe.
- 11.2.4. At a minimum, submittals shall identify location, preparer and date, checker and date, signature and seal of the Engineer of Record, issue date and revision number, and the main point of contact and contact information.

11.3. Design Baseline Report

- 11.3.1. The Design Baseline Report demonstrates the Consultant's compliance with the requirements of the Agreement and demonstrates the intent and boundaries to advance the Work through final design. The Consultant shall prepare a Design Baseline Report that defines the major design elements to be progressed to final design and confirms technical feasibility, constructability, and compliance with all Project documents, including:
 - a. Limits of Construction Activities
 - b. Clearances at Structures and Restricted Locations
 - c. Bridge Plans, Elevations, and Typical Sections
 - d. Utilities, including relocation of utilities in accordance with applicable regulations.
 - e. Geometric approval drawings for relocation of or modification for State highway facilities and local roadways, as agreed with the affected third-party agency.
 - f. Consistency with government approvals and environmental requirements
 - g. Bridge aesthetic design and treatments, as applicable.
 - h. Other information that establishes the baseline for the Project.

11.4. Hydrology and Hydraulics Reports

- 11.4.1. The Consultant shall review all available Hydrology and Hydraulics Reports for the project and provide updated documentation as needed to the satisfaction of the applicable regulatory agencies.
- 11.4.2. The Consultant shall prepare updated Hydrology and Hydraulics Reports to support the drainage design of the bridge replacement and road widening.
- 11.4.3. The Consultant shall prepare:
 - a. An updated Hydrology and Hydraulic Report, including drainage concepts with drainage area drawings.
 - b. Drainage drawings identifying type and location of proposed drainage facilities and modifications to existing facilities, identify required footprint and right-of-way needs.
 - c. Prepare a Storm Water Management Report covering runoff water quality issues and reflect best management practices
 - d. Prepare a Floodplain Impacts and Mitigation Report
 - e. Develop on-site drainage concepts.

11.5. Geotechnical Reports

- 11.5.1. The final design will be based on site-specific subsurface investigations for the roadway and bridge. The scope of the subsurface investigation will follow Caltrans and AASHTO LRFD.
- 11.5.2. The Consultant shall review available geotechnical information to determine if additional geotechnical information is required to confirm technical feasibility, reduce schedule impacts, or establish a reasonable construction cost estimate.
- 11.5.3. The Consultant shall prepare a Geotechnical Investigation Plan to support final design, which shall identify any necessary permits and right-of-way access for geotechnical exploration locations.
- 11.5.4. The Consultant shall prepare Geotechnical Design Report to provide preliminary geotechnical recommendations for foundation types, lengths, ground treatment (if any), cost estimates, and other information needed. A summary of hydrogeologic data collected and reviewed shall be included in the Geotechnical Design Report.
- 11.5.5. The Geotechnical Design Report shall also include:

- a. A summary of all regional and site seismic hazards, including ground motions, fault displacements, and other seismic hazards.
- b. Assumptions for Operability Basis Earthquake (OBE) and Maximum Considered Earthquake (MCE).
- c. A description of the seismic design strategy for OBE, MCE, and beyond-MCE No Collapse limit state.
- d. Expected level of targeted inelastic response in relation to MCE performance objectives.
- e. Structure-specific calculations confirming technical feasibility and achievement of performance objectives for OBE and MCE.

11.5.6. The Consultant shall perform geotechnical investigations, perform analysis and interpret all geotechnical data to finalize its design and prepare a Geotechnical Baseline Report (GBR). The GBR shall be submitted to and approved by the Tribe prior to completing the final design. The Consultant shall prepare the GBR based on information contained in the Geotechnical Data Report and additional soil borings and other data prepared by the Consultant. The Consultant may prepare and submit its GBR report(s) in a phased fashion. Along with the associated final design plans and specifications, the GBR shall serve as the basis for design of the Project elements.

11.5.7. Upon approval, the GBR and associated final design plans and specifications shall serve as the basis for design of the Project elements. The Consultant may prepare and submit its GBR report(s) in a phased fashion in accordance with the Consultant's design approach.

11.5.8. The Consultant shall also prepare a Geotechnical Data Report and Geotechnical Engineering Design Reports to support its design calculations and requirements for the bridge and roadway design, as well as design of facilities owned by third parties. These Geotechnical Reports shall include and address additional geotechnical explorations performed by the Consultant.

11.5.9. The Consultant shall prepare and submit a Geotechnical Investigation Plan prior to commencement of field work. Consultant shall contact and coordinate with State and local jurisdictions to obtain all necessary information for preparation of its reports.

11.6. Bridge Type Selection Report

11.6.1. The Consultant shall prepare and submit a Bridge Type Selection Report. The Type Selection Report shall comply with the requirements of all relevant jurisdictions, including Caltrans.

11.6.2. A Type Selection meeting shall be scheduled with the Tribe after approval of the Design Baseline report and a minimum of 10 working days following submittal of the Type Selection Report. At the Type Selection meeting, the Consultant shall present the proposed structure and shall discuss issues pertinent to the selection of the structure type, including but not limited to foundation type, geotechnical issues, hydrology/hydraulics, scour protection, construction, seismic design, and aesthetics.

11.6.3. As part of the Type Selection Report, the Consultant shall include the following reports:

- a. Type Selection Memo – Any unique design features or future maintenance requirements should be included in this memo.
- b. Seismic Analysis and Design Plan
- c. Hydrology and Hydraulics Reports
- d. Geotechnical Reports
- e. Aesthetic Design Report
- f. Any other supporting reports

11.7. Load Rating Reports

11.7.1. The Consultant shall perform and submit a load rating analysis for the bridge structure for vehicular traffic in accordance with FHWA and Caltrans requirements. The electronic input files used for the analysis software shall be provided to the Tribe for future use.

11.8. Final Design Report

11.8.1. Consultant shall prepare and submit a final design report that includes all changes and revisions made to the Design Baseline Report. This report shall be supported by all variances and design exceptions including any approved Value Engineering Change Proposals or third parties that support the changes to the Design Baseline Report.

12. Construction Drawings and Construction Specifications for Third Party Facilities

- 12.1. Consultant shall be responsible for preparation of the complete design, and certification that construction drawings, construction specifications, reports and calculations meet the requirements of the Tribe and Third Parties.
- 12.2. The Project includes modification of facilities owned by Third Parties and proposed construction in and around facilities owned by Third Parties.
- 12.3. The Consultant shall identify the design and construction requirements and codes of affected Third Parties and document the requirements and codes in the Design and Code Analysis Report. If a Third Party prepares the design for its facilities, Consultant shall be responsible for coordinating and reviewing such design to ensure conformance with Consultant's design and construction efforts per the Agreement requirements.

13. Design Submittals

- 13.1. The Consultant shall provide design submittals as specified in this scope of services. Unless otherwise noted, the Tribe will issue one of three dispositions: Approved, Approved with Comments, or Rejected with Comments.
- 13.2. The Consultant shall include each design submittal and review period in the Baseline Schedule.
- 13.3. At minimum, all design submittals shall identify:
 - 13.3.1. Preparer and date
 - 13.3.2. Checker and date
 - 13.3.3. Signature and seal of the Engineer of Record, in accordance with State regulation
 - 13.3.4. Issue date and revision number
 - 13.3.5. Main point of contact, phone number, and company contact details
- 13.4. Consultant shall provide the following design submittals to the Tribe:
 - 13.4.1. Design Baseline Report
 - 13.4.2. Design and Code Analysis Report
 - 13.4.3. Hydrology and Hydraulics Report
 - 13.4.4. Value Engineering Report
 - 13.4.5. Geotechnical Report
 - 13.4.6. Final Design Report
 - 13.4.7. Other technical reports as identified in this scope of services.
 - 13.4.8. Construction Drawings:

14. Construction Drawings

The Consultant shall provide the following construction submittals to the Tribe:

14.1. Roadway Plans and Construction Specifications

The Consultant shall be responsible for submitting roadway plans and associated construction specifications as follows:

14.1.1. Nominal 30 percent design, all sheets represented. Shall include 30 percent design for

- a. Street Improvements Plans
- b. Roadway Drainage Plans
- c. Erosion Control Plans
- d. Construction Plans
- e. Traffic Handling Plans
- f. Signing and Striping Plans

14.1.2. Nominal 60 percent design, all sheets represented. Shall include design for

- a. 60% Street Improvements Plans
- b. 60% Roadway Drainage Plans
- c. 60% Erosion Control Plans
- d. 60% Construction Plans
- e. 60% Traffic Handling Plans
- f. 60% Signing and Striping Plans

14.1.3. Nominal 90 percent design, all sheets included. Shall include design for:

- a. 90% Street Improvements Plans
- b. 90% Roadway Drainage Plans
- c. 90% Erosion Control Plans
- d. 90% Construction Plans
- e. 90% Traffic Handling Plans
- f. 90% Signing and Striping Plans

14.2. Structure Plans and Construction Specifications

The Consultant shall be responsible for submitting structure plans and associated construction specifications as follows:

- 14.2.1. Nominal 30 percent design, all sheets represented. Shall include design for:
 - a. 30% Structure Improvements Plans
 - b. 30% Structure Drainage Plans
 - c. 30% Construction Plans
- 14.2.2. Nominal 60 percent design, all sheets represented. Shall include design for:
 - a. 60% Structure Improvements Plans
 - b. 60% Structure Drainage Plans
 - c. 60% Construction Plans
- 14.2.3. Nominal 90 percent design, all sheets included. Shall include design for:
 - a. 90% Structure Improvements Plans
 - b. 90% Structure Drainage Plans
 - c. 90% Construction Plans
- 14.3. Final Design and construction-ready documents PS&E:
 - 14.3.1. Electronic Submittal Files
 - 14.3.2. Engineering Calculations
- 14.4. Survey Reports
- 14.5. Technical agreement submittal list identifying technical Agreement submittal requirements per the Agreement. The Consultant shall submit the technical agreement submittal list for approval within 30 days following approval of Consultant's nominal 30 percent design submittals. The Consultant shall submit an updated and expanded technical agreement submittal list for approval with the nominal 90 percent construction specifications and final design construction specifications.
- 14.6. Caltrans Project reports
 - 14.6.1. The Consultant shall prepare Caltrans Project Report(s) for any facilities that affect the State Highway System, including State right-of-way. The Consultant shall obtain Caltrans approval of the report(s)

during the design phase and prior to its 90 percent design submittal of such facilities.

14.7. Final Design Submittals

14.7.1. The Consultant shall provide the following submittals to the Tribe:

- a. Construction Drawings
- b. Construction Specifications
- c. Engineering Calculations (certified as representing the designs in the submittal package)
- d. Electronic Submittal Files
- e. Testing and Acceptance Plans

15. Design Support During Construction

15.1. The Consultant shall be responsible for providing design support, including reviews and collaboration, during construction as requested by the Tribe.

Forms and Certifications

Forms

- Form A: Schedule of Subconsultant(s)
- Form B: Organizational Conflicts of Interest Disclosure Statement
- Form C: Disabled Veteran Business Enterprise Declaration

Certifications

- Cert. 1: CCC-04/2017 and STD 204
- Cert. 2: Iran Contracting Certification
- Cert. 3: Darfur Contracting Act Certification
- Cert. 4: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 5: Subconsultant(s) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 6: Non-Collusion Certification
- Cert. 7: Equal Employment Opportunity Certification
- Cert. 8: Non-Discrimination Certification
- Cert. 9: Certification Regarding Lobbying
- Cert. 10: California Civil Rights Laws Certification
-

Form A: Schedule of Subconsultant(s)

Names and Addresses of all Subconsultant(s)		Type of Work to be Performed & Percentage of Agreement Value	Small Business Status (Check all that apply)		Previous Year's Annual Gross Receipts
Name:			☐ Yes ☐ No		☐ < \$500K
Street Address:			Check all that apply	Certificate #	☐ \$500K-\$2 M
City, State Zip:					☐ \$2 M-\$5 M
Phone:					☐ > \$5M
Fax:					
Tax ID:		%	☐ DBE		
Contact Person:		Age of Firm:	☐ SB		
Email:			☐ SB-PW		
			☐ MB		
			☐ DVBE		
Name:			☐ Yes ☐ No		☐ < \$500K
Street Address:			Check all that apply	Certificate #	☐ \$500K-\$2 M
City, State Zip:					☐ \$2 M-\$5 M
Phone:					☐ > \$5M
Fax:					
Tax ID:		%	☐ DBE		
Contact Person:		Age of Firm:	☐ SB		
Email:			☐ SB-PW		
			☐ MB		
			☐ DVBE		

(Add rows/pages as needed)

Attach to this form copy(s) of applicable Small Business Certificates for those Subconsultant(s) that are designated as SB/MB/SB-PW/ DBE/DVBEs. Include all applicable certifications.

**Organization Name,
Address, and Telephone**

Signature of Team Representative

Printed Name

Title

Date

Form B: Organizational Conflicts of Interest Disclosure Statement

1. Definition

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor/Consultant’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Tribe or of its objectivity in performing work for the Tribe; (ii) an unfair competitive advantage for any Offeror with respect to a procurement issued by the Tribe; or (iii) a perception or appearance of impropriety with respect to any of the Tribe’s procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Tribe (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Offeror and its team (including Offeror, Offeror Team members, and all Subconsultants identified at the time of the submittal of its SOQ, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.

3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Signature

Printed Name

Printed Title

Offeror

Form C: Disabled Veteran Business Enterprise Declaration

Please complete and submit the [Disabled Veteran Business Enterprise Declaration](http://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf) for any DVBE participation at the Department of General Services website (www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf).

Cert. 1: CCC 04/2017 and STD 204

Please complete and submit the [CCC 04/2017 form](#) located the Department of General Services website (www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language).

Also complete and submit the [STD 204 form](#) located the Department of General Service website (www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf).

Cert. 2: Iran Contracting Certification

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods or services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with section 2204 of the California Public Contract Code, the undersigned hereby certifies that:

It is not identified on a list created pursuant to section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in section 2202.5(a), or as a person described in section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to section 2203(c) or (d) to submit a bid or proposal in response to this RFQ.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: _____

Entity: _____

Signature: _____

Printed Name: _____

Title: _____

Note: *Duplicate this form so that it is signed by the Offeror and all joint venture members of the Offeror.*

Cert. 3: Darfur Contracting Act Certification

PLEASE READ THE DIRECTIONS OF THIS CERTIFICATION CAREFULLY. DO NOT COMPLETE THE SIGNATURE BOX UNLESS PARAGRAPH NO. 3 IS INITIALED.

Pursuant to Public Contract Code section 10478, if an Offeror currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

1. We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. We are a scrutinized company as defined in Public Contract Code section 10476, but
Initials we have received written permission from the California Department of General Services (DGS) 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.

OR

3. We currently have, or we have had within the previous three years, business activities
Initials or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION for Paragraph No. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Offeror to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

Offeror Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title		
Date Executed	Executed in the County and State of	

Cert. 4: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Primary Covered Transactions

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the Agreement.

In accordance with the provisions of 2 C.F.R. Part 180, the Offeror (including its constituent entities) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a 10-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State of California, or local) transaction or contract under a public transaction; violation of federal or State of California antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State of California, or local) with commission of any of the offenses enumerated in this certification.
4. Have not within a 10-year period preceding this offer had one or more public transactions (federal, State of California, or local) terminated for cause or default.

Mark one, below, with an "x"

☐ Certify to the above ☐ Cannot certify to the above.

If the "cannot certify to the above" box is checked, attach an explanation of the reasons.

	Organization Name, Address, and Telephone
_____ Signature of Person Certifying	
_____ Printed Name	
_____ Title	
_____ Date	

Cert. 5: Subconsultant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Subconsultant Covered Transactions

This certification applies to a subcontract at any tier expected to be under \$25,000, and will be a continuing requirement throughout the term of the Agreement.

In accordance with the provisions of 2 C.F.R. Part 180, the prospective Subconsultant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a 10-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State of California, or local) transaction or contract under a public transaction; violation of federal or State of California antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State of California, or local) with commission of any of the offenses enumerated in this certification.
4. Have not within a 10-year period preceding this offer had one or more public transactions (federal, State of California, or local) terminated for cause or default.

Mark one, below, with an "x"

☐ Certify to the above ☐ Cannot certify to the above.

If the "cannot certify to the above" box is checked, attach an explanation of the reasons.

Signature of Person Certifying Printed Name Title Date	Organization Name, Address, and Telephone
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Cert. 7: Equal Employment Opportunity Certification

To be executed by the Offeror, all joint venture members of the Offeror, and all Subconsultants.

The undersigned certifies on behalf of _____ that:
(Name of entity making certification)

Check one of the following boxes:

- ☐ It has developed and has on file at each establishment, affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

If not the Offeror, relationship to the Offeror: _____

Cert. 8: Non-Discrimination Certification

The undersigned certifies on behalf of _____ that:
(Name of entity making certification)

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. section 2000d-e, it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the Agreement.

Signature of Person Certifying

Printed Name

Title

Date

**Organization Name,
Address, and Telephone**

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Cert. 9: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

1. No federal appropriated funds have been 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 agency, a member of Congress, an officer or employee 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 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 Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 31 U.S.C. section 1352. 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.

Executed this ____ day of _____, 20 ____.

Company Name: _____

By: _____
(Signature of Company Official)

(Printed Name and Title of Company Official)

Note:

If joint venture, each joint venture member shall provide the above information and sign the certification.

Cert. 10: California Civil Rights Laws Certification

Please complete and submit the [California Civil Rights Laws Certification](https://forms.dot.ca.gov/v2Forms/servlet/showForm2?frmid=DOTADM0076) at the California Department of Transportation website (<https://forms.dot.ca.gov/v2Forms/servlet/showForm2?frmid=DOTADM0076>).