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DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS

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a California Way of Life.*

Date: August 25, 2023

**Request for Proposal
Notice to Prospective Proposers
RFP Number 51A0573**

You are invited to review and respond to this **Request for Proposal (RFP) Number 51A0573**, titled **2025-2029 Strategic Highway Safety Plan (SHSP) Development and Facilitation Services**. In submitting your proposal, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State programs and preferences.

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

The Disabled Veteran Business Enterprise (DVBE) Participation Program applies, and a **three percent (3%)** participation is required for this RFP. The DVBE Incentive Program may also apply to this RFP. See **Section D, Special Programs, Item 1**, in this RFP for requirements.

Note that all Agreements entered into with Caltrans will include, by reference, General Terms and Conditions (GTC 04/2017) and Contract Certification Clauses (CCC 04/2017) that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

The designated contact person for this RFP is:

Laurie Noble

Department of TransportationEmail address: laurie.noble@dot.ca.gov

Phone: (279) 234-2411

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

Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this RFP. **See Section C) 1**, Questions and Answers for more details.

Sincerely,

LAURIE NOBLE
Contract Analyst

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A) Purpose and Description of Services

The Strategic Highway Safety Plan (SHSP) is a statewide, coordinated traffic safety plan that provides a comprehensive framework for reducing roadway fatalities and serious injuries on California's public roads. This project represents the fourth update of California's initial 2005 SHSP and will use the latest crash data and insights from safety partners across the state to inform the SHSP's development and implementation. Working in conjunction with other statewide safety plans such as the Highway Safety Improvement Program, the Highway Safety Plan, and the Commercial Vehicle Safety Plan, the SHSP will provide guidance to influence the development of goals, strategies, and performance measures for stakeholders working to improve traffic safety throughout California.

Led by stakeholders representing California's five Es — Education, Enforcement, Engineering, Emergency Response, and Emerging Technologies — and informed by extensive outreach to a network of safety partners across the state, the SHSP planning process operates on the belief that everyone, no matter how they travel, should be able to arrive at their destination safely. The California SHSP will focus on strategies with the greatest potential to eliminate traffic fatalities, serious injuries, and overall crashes statewide.

The contract's main objectives are to develop the 2025-2029 California Strategic Highway Safety Plan (SHSP) and 2025-2029 California SHSP Implementation Action Plan as required by FHWA's 2016 SHSP Process Approval Checklist. This work involves full collaboration with multiple agencies and disciplines focusing on achieving the SHSP's goal of zero traffic fatalities and serious injuries on all California roads.

The contractor shall provide support and facilitation services to evaluate, develop, provide data analyses, and obtain state and federal approvals of the 2025-2029 California SHSP and 2025-2029 SHSP Implementation Action Plan following and incorporating the Federal Highway Administration's Office of Safety guidelines and Safe System Approach, MAP-21, and FAST Act guidelines, National Highway Safety Administration Guidelines and American Association of State Highway Transportation Officials (AASHTO) "Toward Zero Deaths" Program.

Refer to the Proposed Form of Agreement, which is attached to this RFP as **Attachment 10 (Exhibit A)** for a more complete description of services.

B) Minimum Qualifications for Proposers

To be considered qualified to compete for this work, proposers must demonstrate substantive knowledge, skill, and expertise in at least 10 of the following 25 minimum qualifications. Information to demonstrate the required qualifications must be provided in Section 1 of the Technical Proposal. It is recommended that proposers list each numbered experience area individually followed by a brief description of the Proposer Team's substantive experience that meet the minimum qualifications. Proposers shall demonstrate substantive experience and collective ability to offer skills in the following areas (for purposes of this section, Caltrans defines "substantive" as actual, full-time, paid, professional experience for more than two (2) years in a project management or supervisory role):

1. Current California transportation planning, trends, laws, and issues affecting the state
2. Integrating Equity into the SHSP and overall transportation safety
3. National and/or California Strategic Highway Safety Plans (SHSP) or Highway Safety Improvement Program (HSIP)
4. The Safe System Approach (SSA) development, recommendations, and implementation of national and state policies
5. Vision Zero Policies and Plans
6. High Collision Concentration Locations

7. Systemic Safety Analysis and developing 10-Year Trend Analysis Report(s)
8. Safety data files compilation for 10 years of collision data suitable for web posting and data queries
9. Crash Data Dashboard development and enhancement
10. The 85th Percentile Speed Setting methodology, traffic calming, and speed management
11. Recommendations for Proven Safety Countermeasures and Crash Reduction Factors
12. Pedestrian and bicycle safety
13. Project Plan and Schedule with critical path elements
14. Strength, Weakness, Opportunity & Threat (SWOT) Analysis
15. Communication and developing/implementing a Communication Plan
16. Safety Data analyses and reporting in laymen's terms to multiple stakeholder groups
17. SHSP: development processes, methodologies, recommendations, and reporting documentation
18. SHSP safety performance-based goals & performance measures for strategy selection, implementation, and evaluation
19. Three-Year SHSP Implementation Plan: development, prioritization strategies, implementation, methodologies, recommendations, and reporting documentation
20. Multi-agency and multi-discipline Stakeholder Engagement and developing/implementing Stakeholder Engagement Planning
21. Strategic planning, coordination, facilitation, and consensus-building involving multiple internal and external stakeholder groups
22. ADA compliance remediation for posting website documentation
23. SHSP training sessions and Noteworthy Practices articles
24. Technical writing, editing, and graphic design
25. Project management experience with a comprehensive transportation plan(s)

C) Proposal Requirements and Information

1. Time Schedule

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

Event	Date	Time (Pacific Time)
RFP available to prospective proposers	8/25/23	
Optional Pre-Proposal Teleconference	9/5/23	9:00 am
Written Question Submittal	9/11/23	
Final Date for Proposal Submission	9/26/23	2:00 pm
Oral Interviews (estimate)	Week of 10/2/23	
Posting of Notice of Intent to Award (estimate)	Week of 10/16/23	
Proposed Agreement Award Date (estimate)	Week of 10/23/23	

2. Optional Pre-Proposal Teleconference

- A. An optional pre-proposal telephone conference will be held at **9:00 am** on **September 5, 2023**, for the purpose of discussing this RFP.

Teleconference Dial-In Number: 1-408-418-9388

Participant Code: 2485 815 4562

- B. An authorized representative may attend the optional pre-proposal teleconference on behalf of a potential prime contractor. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at optional pre-proposal conference.
- C. For proposers who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the optional pre-proposal conference. The proposer must call the designated Contract Analyst no later than the fifth working day prior to the scheduled date and time of the Pre-Proposal Conference to arrange for a reasonable accommodation.

3. Questions and Answers

- A. Questions regarding this RFP must be submitted in writing by **September 11, 2023**. Proposers are encouraged to submit their written questions via e-mail to laurie.noble@dot.ca.gov.
- B. Written questions must include the individual's name, firm name, complete address and must reference **RFP No. 51A0573**. Questions must be sent to one of the following:

Email or mail to:

Email: laurie.noble@dot.ca.gov

Department of Transportation
Division of Procurement and Contracts
Attention: Laurie Noble
1727 30th Street, MS 65
Sacramento, CA 95816-7006

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the proposer to access the website for any changes or Addenda that may be posted. Refer to this RFP, **Section C 1), Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the proposer to check Cal eProcure for all addenda. Proposer can contact the Contract Analyst named above.

4. Technical Proposal Requirements

- A. An original proposal marked "ORIGINAL COPY" and one (1) pdf copy on a thumb drive will be required for the Technical Proposal. Each Technical Proposal shall contain at a minimum, all required items listed below. Each requirement's location must be listed in a Technical Proposal, Table of Contents. Also see RFP **Section C) 12, Submission of Proposal**, for submittal details.
 - 1) **Section 1. Introduction and Minimum Qualifications:** Proposer shall:
 - a. Introduce its team and summarize the highlights of the proposal.
 - b. Provide the information to demonstrate the minimum qualifications listed in RFP section **B) Minimum Qualifications for Proposers**.
 - 2) **Section 2. Organization, Management, and Personnel:** Proposer shall:
 - a. Describe its organization and explain the management approaches that are proposed to ensure effective and efficient professional services and high-quality products.
 - b. Designate, by name, the Project Manager to be employed and their approach to program and project management to coordinate and communicate with Caltrans

Headquarters, state and local agencies and their representatives, multiple stakeholders, and internal/external partners. Project Manager shall be responsible for implementing the Scope of Work, overseeing the activities of the project team, and shall be the single point of contact for this contract.

- c. Identify other key personnel of the Prime Contractor who will be working under the Agreement and provide brief (one page maximum) resumes for all Prime Contractor key personnel. Include titles, qualifications, proposed roles and responsibilities, summaries of similar work performed, and expected level of availability for this Agreement.
 - d. Introduce the proposed subcontractor organizations, if any, and provide qualifications, roles, and responsibilities for the company/organization, and for the assigned individuals. Provide brief (one page maximum) resumes for each of the subcontractors' key personnel listed who will be working under the Agreement. Include titles, qualifications, proposed roles, and responsibilities, summaries of similar work performed, and expected level of availability for this Agreement.
 - e. Provide a table in the format listed on **ATTACHMENT 2A** indicating how many hours each key personnel will be assigned to the Agreement and what task(s) each key personnel will perform. All key personnel of prime and all subcontractors assigned to the Agreement and listed in the Proposer's Technical Proposal must be identified by name and title in the table, **ATTACHMENT 2A. Hours listed for key personnel on the table should match hours listed for key personnel in the Cost Proposal.**
- 3) **Section 3. Facilities and Resources.** Proposer shall:
- a. List the office location(s) from which the work on this Agreement is to be performed. Discuss how the team's office location(s) and proposed communication plan/techniques will result in efficient interactions with Caltrans staff over the term of the Agreement. Describe the communication plan/techniques that will be used to communicate to subcontractor organizations if applicable. The communication plan should identify key stakeholders, discuss individual/organizational roles and responsibilities, and provide techniques/strategies for successful stakeholder engagement.
 - b. Describe the availability of appropriate software, hardware, data, and other resources required to conduct the work under this Agreement, and ability to efficiently distribute materials to the project team, Caltrans HQ, and District staff.
- 4) **Section 4. Methodology:** Proposer Shall:
- a. **Overall technical approach**
Describe high-level approach to addressing Scope of Work, including innovative and specific tasks, and proven and recommended techniques.
 - b. **Safety Data Collection & Analysis Methodology**
Demonstrate a thorough understanding of the most recent research methodologies, including the following:
 - FHWA's Safe System Approach
 - Integrating equity into the SHSP and overall transportation safety
 - Findings of road safety audits
 - Analysis of High Collision Concentration Locations
 - Systemic Safety Analysis
 - Crash, volume, and roadway safety data

c. Methodology Requirements

Demonstrate knowledge and technical use of methods for analyzing crash trends and concentrations based on overall numbers as well as identifying crashes by rate to number of crashes to identify leading causes of fatalities and serious injuries:

- Locations of fatalities and serious injuries
- Locations that do not have empirical history of fatalities and serious injuries but possess risk factors for potential crashes
- Rural roads, including all public roads, commensurate with fatality data
- Motor vehicle crashes that include fatalities or serious injuries to pedestrians and bicyclists
- Improvements to rail-highway grade crossings
- Cost-effectiveness of improvements
- Safety on all public roads, including non-State-owned public roads and roads on tribal lands
- Utilization of crash reduction factors to identify potential systemic countermeasures that mitigate crash type trends
- Use of crash concentrations (system-wide, corridors, and spot locations) to identify countermeasures with a high likelihood of addressing the crashes that are appropriate for roadway characteristics
- Benefit/Cost ratio that allows for proactive improvements and captures priority for disproportionate safety impacts on impacted communities
- Speed setting methodologies and traffic calming
- Pedestrian and bicycle safety
- Data analysis and visualization of safety data

Lessons Learned Highlight lessons learned through other similar work, innovative techniques, and potential value-added contributions that offer the potential to meet SHSP objectives.

5) Section 5. Work Plan and Work Schedule: Proposer shall:

- a. Appropriately phase development of plans and tasks to meet time allotted under the Agreement. The proposer shall provide a comprehensive timeline to demonstrate when each task, subtask, or milestone will be achieved, what financial investment is required, what personnel will be involved in the process. Proposers will demonstrate how they will develop and complete the statewide SHSP development processes prior to beginning work on the 2025-2029 California SHSP, the SHSP Implementation Action Plan, the Stakeholder Communication Plan, and the related deliverables. Proposers will outline a work plan for delivering all required deliverables within cost, scope, and schedule. Proposer shall include:
- b. Approach to developing and delivering the 2025-2029 California SHSP and Implementation Action Plan plus deliverables within a five (5) year Agreement term. This section should include a discussion regarding the capacity to manage multiple, simultaneous tasks, including facilitation for several large stakeholder groups, and an estimated timeline for completion of all deliverables.
- c. Proposer shall include the following elements regarding stakeholder engagement:
 - Provide a concise written summary specifying the purpose of the engagement, targeted input to be collected, type of engagement activities anticipated, target audience (stakeholder list), and an estimated timeline showing how public

engagement activities will correspond to the development of the SHSP and SHSP Implementation Action Plan.

- The public engagement process is expected to include public notification, advertisement, social media, event planning, workshop facilitation and virtual engagement. Contractor shall create materials (fact sheets, presentations, and surveys) for the SHSP team to conduct stakeholder and public engagement that will generate meaningful discussion and gather information, which will help guide decision-making for the SHSP and SHSP Implementation Action Plan.
- d. Work plan and work schedule for successful completion of each task and/or deliverable. Identify each major task, necessary subtasks, and/or specific deliverables/milestones by which progress can be measured and payments made. Provide a detailed description of the techniques, approaches, and methods to be used in performing the services (tasks and sub-tasks) listed in the **Attachment 10, Proposed Form of Agreement, Exhibit A, Scope of Work**. The work plan and work schedule shall specify the estimated hours to accomplish each task, subtasks, and/or deliverable (i.e., Task 1 hours should include a breakdown of hours to complete Task 1.1, 1.2, etc.).

6) Section 6: Proposed Financial Management System: Proposer shall:

Describe the financial management system that it proposes to use for this Agreement. Proposer shall explain how its financial management system will operate efficiently for all the SHSP deliverables. This includes explaining how the accounting system will generate accurate and easily understood invoices and financial reports and require minimal overhead expense. This will include a brief discussion of how work activities are tracked against the hours billed per staff.

The proposed financial management system must be capable of accumulating and segregating reasonable, allocable, and allowable costs. The discussion should also address record-keeping and invoicing. A system of internal controls must be in place that will provide reasonable assurances that assets are protected; financial data, records, and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The record-keeping system must ensure that costs billed to Caltrans are supported by adequate backup documentation and in compliance with the terms of the Agreement and applicable Federal and State regulations. This section should demonstrate how the proposed accounting and financial management system will be cost-effective and meet all accounting standards, with the ultimate result that Contract dollars may be spent to the greatest extent possible on actual SHSP deliverables and tasks, rather than management, internal coordination, or administrative duties. This section should also include a description of the approach for tracking a not-to-exceed budget for each SHSP deliverable.

7) Section 7. Experience and Project Descriptions: Proposer shall:

- a. Discuss their experience relevant to the Scope of Work specified in the RFP.
- b. Provide three (3) work samples or summary reports (not to exceed two (2) pages per sample) of projects that are relevant to this solicitation illustrative of the contractor's unique skills, abilities, and creativity. Samples should be professional quality. Include an introduction that explains the context, the intended audience, and the purpose of the sample. Include samples and/or summary reports as an appendix to the Proposer's Technical Proposal.

8) Section 8. References: Proposer shall:

Provide a minimum of three (3) and a maximum of five (5) references. References must be clients for whom Prime Contractor has performed similar or related work in the past,

preferably within the last five (5) years. Each reference must be in the format provided in the sample **Reference Form, Attachment 2B**.

- a. Document the project team's qualifications as they apply to performing the tasks described in the Scope of Work. Describe recently completed work as it relates to this scope of work.
- b. Provide a table or matrix of relevant, previous contracts or projects cross-referenced with the requested services. Indicate the number of years of experience in each area.

B. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal
Date:
Agreement: 51A0573
Attachment 2
Page # of ##

- C. Brochures, thumb drives, drawings, and other promotional documents being submitted with the Technical Proposals shall be clearly identified as to the name of the proposer and the RFP number.

5. Cost Proposal Requirements

- A. Cost Proposal, and only the Cost Proposal, shall list all items that will be charged to Caltrans for this Agreement. Cost information of any kind for this Agreement is not allowed in the Technical Proposal. Cost Proposal shall include both prime contractor and all subcontractors cost information. Cost Proposals shall follow the format provided in the sample **Cost Proposal Worksheet, Attachment 1**, and shall be submitted along with Technical Proposal in one (1) sealed envelope. The total amount of the Agreement may not exceed the amount set forth in **Attachment 1. Any proposal in excess of \$9,867,349.77 shall be deemed non-responsive.**
- B. An original proposal marked "ORIGINAL COPY" and one (1) pdf copy on a thumb drive is required for the Cost Proposal. Each Cost Proposal shall contain at a minimum, all required items listed below:
 - 1) Cover page in the format listed on page 1 of **Attachment 1, Cost Proposal Worksheet**.
 - 2) Prime Contractor's cost breakdown in the format listed on page 2 of **Attachment 1, Cost Proposal Worksheet**.
 - 3) Each subcontractor's cost breakdown (separately) in the format listed on page 3 of **Attachment 1, Cost Proposal Worksheet**.

C. Page Headers and Page Numbering

All pages of the Cost Proposal, including cover pages, Table of Contents shall have the following header and page numbering format in the upper right-hand corner:

Cost Proposal
Date
Agreement No. 51A0573
Attachment 1
Page # of ##

6. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a State agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute **California Civil Rights Laws Certification** and submit with bid. The California Civil Rights Laws Certification (ADM-0076) must be downloaded <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0076>.

7. Darfur Contracting Act

- A. The Darfur Contracting Act, California Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in California Public Contract Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification** and submit with bid. The Darfur Contracting Act Certification (ADM-0077) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0077>.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete Option 1 on the **Darfur Contracting Act Certification**.
- C. A scrutinized company is a company doing business in Sudan as defined in California Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code Section 10477(b).

8. Iran Contracting Act

- A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter “the Act”), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter, “List”) are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars or more.
- B. Any person, who submits a bid or proposal, must complete and submit to Caltrans with its bid or proposal, the **Iran Contracting Act Certification**, certifying that it is not on the most current List unless the person is exempted from the certification requirement by PCC Section 2203 (c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under PCC Section 2203(c) or (d) with its bid or proposal. The Iran Contracting Act Certification (ADM-0078) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0078>.
- C. Any person, for a contract that is exempt from bidding or is renewed, or for whom a contract is otherwise awarded by the State, must complete and submit to Caltrans the Iran

Contracting Act Certification, certifying that it is not on the most current List, before the contract has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the contract.

9. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

10. Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

The California Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

11. Mandatory Organic Waste Recycling

The Contractor generating organic waste or commercial solid waste shall arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate the Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq.

12. Submission of Proposal

- A. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be sufficient cause for rejection of a proposal or reduction in points/score during evaluation.
- B. The original proposal must be single sided and marked "ORIGINAL COPY". All documents contained in the original proposal package **must have original signatures and must be signed by a person who is authorized to bind the proposing firm**. All additional proposal sets may contain photocopies of the original package.
- C. Caltrans does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable. The GTC 04/2017 may be viewed at Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
- D. All proposals shall include the documents identified in this RFP's **Required Attachment Checklist, Attachment 5**. Proposals not including the proper "required attachments" may

be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

- E. Responses to this RFP shall be submitted in one (1) sealed package/envelope containing both the Technical Proposal – Original and one (1) pdf copy on a thumb drive, and the Cost Proposal – Original and one (1) pdf copy on a thumb drive.
- F. Proposals must be submitted no later than **2:00 p.m., September 26, 2023**, and addressed as follows (reference **Section C1, Time Schedule**):
 - 1) Proposals received after this time and date will be rejected and returned unopened.
 - 2) The proposal package/envelope must be plainly marked with the RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN", as shown in the following example:

Agency/Firm Name Address RFP Number 51A0573 <u>RFP Title:</u> 2025-2029 California State Highway Safety Plan (SHSP) Development and Facilitation Services DO NOT OPEN

- 3) Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- G. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- H. Proposals (Technical and Cost) must be sealed and labeled (as instructed below). Mail or deliver package to the following location:

Mail or *deliver to:

Department of Transportation
Division of Procurement and Contracts
Attention: Laurie Noble
1727 30th Street, MS 65
Sacramento, CA 95816-7006

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

RFP Number **51A0573**
RFP Title: 2025-2029 California State Highway Safety Plan (SHSP)
Development and Facilitation Services
Firm Name:

DO NOT OPEN

*If your proposal is hand delivered, you must date- and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, proposals should be placed in the locked bid cabinet located below the time stamp. If the proposal package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the proposal package is too large for the locked bid cabinet, ask the security guard to call the Division of

Procurement and Contracts (DPAC) reception desk at (916) 227-6000 to have your proposal package picked up by DPAC staff.

- I. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject a proposal that is not responsive, does not meet the technical standards, or is not from a responsible proposer, or may reject all proposals. Caltrans may also waive any immaterial deviation in a proposal. Caltrans waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if the proposer is awarded the Agreement.
- J. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- K. Only an individual who is authorized to contractually bind the proposing firm shall sign the **Proposal/Proposer Certification Sheet, Attachment 4**. The signature must indicate the title or position that the individual holds in the firm. The proposer's proposal may be rejected if the Proposal/Proposer Certification Sheet is not signed.
- L. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- M. A proposer may withdraw its proposal by submitting a written withdrawal request to Caltrans that is signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- N. Caltrans may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. All addenda prior to the submission deadline are also posted on Cal eProcure at <https://caleprocure.com/pages/index.aspx>
- O. Caltrans reserves the right to reject all proposals for reasonable cause.
- P. Proposers are cautioned to not rely on Caltrans during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully proof them for errors and adherence to the RFP requirements.
- Q. Where applicable, proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- R. More than one (1) proposal or a proposal that includes various options or alternatives from an individual, firm, partnership, corporation or association under the same or different names, will be rejected. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.

13. Evaluation Process

A. Format Requirements

- 1) At the time of proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the submission requirements of this

RFP. Proposals that do not provide requested information may be rejected as non-responsive.

- 2) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, shall be rejected.

B. Evaluation of Proposals

- 1) Caltrans will evaluate each proposal to determine its responsiveness to Caltrans needs. Proposals meeting the Minimum Qualifications will be further assessed by an evaluation committee. Technical Proposals and Oral Presentations of Proposers that are determined to be responsive will be rated by the evaluation committee using a consensus process. The Consensus scoring will be based on the scoring method listed below:

Evaluation Factor/Sub Factor Weight X Consensus Rating = Weighted Score
(As stated in the Criteria for Evaluation)

Consensus Rating (Range: 0-4)	Rating Definitions
4	Exceeded All Requirements
3	Partially Exceeded Requirements
2	Met All Requirements
1	Partially Met Requirements
0	Requirements Not Met

Factor/Sub Factor	Example only :	Weight	Consensus Rating	Weighted Score
	Contractor's Approach to Technical Work	2	X 3	= 6

- 2) Phase 1: Technical Proposal Evaluation

Proposals that are determined to be responsive and meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Technical Proposal, Attachment 6**.

- 3) Phase 2: Oral Presentation and Evaluation

Proposers will be contacted to schedule a date and time for the Oral Presentation. The Oral Presentations will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Oral Presentation, Attachment 7**. It is anticipated that the Oral Presentations will be held virtually.

- 4) Cost Proposal Evaluation

Cost Proposals that meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Cost Proposal, Attachment 8**.

- 5) The final proposal score will be the combined evaluation scores from the Technical Proposal, Oral Presentation, Cost Proposal, and any applicable preference points set forth in this RFP. The Agreement will be awarded to the Proposer with the highest combined score who meets the requirements outlined in this RFP, pending approval by Caltrans' Business Enterprise Program, of that proposal's satisfactory compliance of DVBE requirements, Small Business participation, and approval of any applicable Preference Programs set forth in this RFP.

C. Miscellaneous Award Issues

- 1) Caltrans does not negotiate rates and/or costs listed on any Cost Proposal submitted for the RFP.
- 2) If no proposals are received containing bids offering a price, which in the opinion of Caltrans is a reasonable price, Caltrans is not required to award an Agreement (Pub. Cont. Code Section 10344[d]).
- 3) The proposer is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by Caltrans and the proposer is notified by the Contract Manager to begin work.
- 4) In the event of a precise tie, lots will be drawn to determine the successful proposer, or if applicable, the tie will be broken in accordance with Government Code 14838 (f).

14. Pre-Award Audit

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

A. At the time of the pre-award audit, the proposal must demonstrate through actual historical data that its accounting system is capable of accumulating and segregating reasonable, allocable and allowable costs. For new businesses, if actual historical data is unavailable or the accounting system is newly implemented, the system will be tested to determine whether the accounting system is adequate and, if necessary, recommend that an interim audit be performed. At a minimum, the proposal must have an accounting system that meets the following objectives:

- 1) The ability to record and report financial data in accordance with generally accepted accounting principles and the Code of Federal Regulations, Title 48, Federal Acquisition Regulations System, Chapter 1, Part 31.
- 2) The ability to accumulate and segregate reasonable, allocable, and allowable costs through the use of a cost accounting system.
- 3) A system of record keeping ensuring that costs billed to Caltrans will be supported by adequate documentation and in compliance with the terms of the Agreement and applicable Federal and State regulations.
- 4) Procedures to retain accounting records and source documentation as required by the terms of the Agreement and applicable Federal and State regulations.
- 5) A system of internal control, which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported and corrected.

B. The proposer must be financially capable of performing the work.

C. The costs proposed must be reasonable.

15. Award and Protest

A. Notice of Intent to Award shall be posted at Caltrans, 1727 30th Street, Sacramento, 95816 (1st floor Lobby display case), and on the following Internet site:

<http://www.dot.ca.gov/dpac/viewnoticesofintentoaward.html> for five (5) working days prior to awarding the Agreement.

- B. Proposers have the right to protest the award of Caltrans Agreements subject to the following grounds, processes, and procedures.
- 1) If any proposer, prior to the award of Agreement, files a protest with Caltrans, Protest Unit and the DGS, Office of Legal Services, on the grounds that the (protesting) proposer would have been awarded the Agreement had the Agency correctly applied the evaluation standard in the RFP, or if the Agency followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter. It is suggested that you submit any protest by certified or registered mail to:

Department of Transportation	Department of General Services
Division of Procurement and Contracts Attention: Bid, Protest, and Disputes Manager 1727 30th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 639-6340 Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov	Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5098 Email: OLSProtests@dgs.ca.gov

- 2) Within five (5) days after filing the initial protest, the protesting proposer shall file with Caltrans, Protest Unit, a full and complete written statement specifying the grounds for the protest. It is suggested that you submit this complete written statement by certified or registered mail.
- C. Upon award of the Agreement, proposer must complete and submit to Caltrans the Payee Data Record (STD 204), to determine if the proposer is subject to State income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

16. Disposition of Proposals

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

17. Standard Conditions of Service

- A. Service shall be available no sooner than the express date set by Caltrans and the proposer, after all approvals have been obtained and the Agreement is fully executed. Should the proposer fail to commence work at the agreed upon time, Caltrans, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the proposer shall be liable to the State for the difference between proposer's proposal price and the actual cost of performing work by the second lowest proposer or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

C. Antitrust Provisions

- 1) In submitting a bid to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer (See Government Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (See Government Code Section 4554).
- D. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- E. No oral understanding or agreement shall be binding on either party.
- F. If the proposer is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the proposer will be liable to Caltrans for actual damages resulting to Caltrans therefrom or ten percent (10%) of the amount proposed, whichever is less.

D) Special Program(s)

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

1. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

A. DVBE Participation Program **with** Requirements

- 1) The required DVBE participation requirement for this RFP is **3 (three) percent (3%)**. The resultant contract is financed with State funds and subject to PCC, Section 10115 et seq., Military and Veterans Code, Section 999 et seq., and Title 2, California Code of Regulations (2 CCR), Section 1896.60 et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program may also apply – see paragraph B, DVBE Incentive Program, below.
- 2) Proposer shall complete and submit the **Proposal/Proposer Certification Sheet (Attachment 4), Bidder Declaration (GSPD-05-105), Attachment 3**, which must be downloaded at <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>, and as applicable, the **Disabled Veteran Business Enterprise Declarations, DGS PD 843**. Proposer shall complete or collect DGS PD 843(s) when the following situations occur:

- a. Proposer is DVBE (prime) contractor.
- b. Proposer subcontracts with any DVBE firm. Proposer collects and submits with its proposal package a completed and signed DGS PD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

For each certified DVBE Subcontractor listed on the Bidder Declaration, GSPD-05-105, the Proposer shall submit a copy of the quotes from each DVBE (on the DVBE's company letterhead) as **Attachment 2C**, titled "Quotes from DVBE Subcontractors." as proof of commitment. Failure to provide required DVBE information will result in the bid being rejected as non-responsive.

- 3) Additional references: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code, Section 999 et seq., and 2 CCR Section 1896.99 et seq., to encourage proposers to partner with DVBE subcontractors. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible proposer with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive. Proposers who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to proposals proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by Caltrans prior to the award of the contract. The incentive points are equal to a percentage of the total possible points based on the amount of DVBE participation in the proposal being evaluated per the Tables below.
- 3) Tables for RFP

Required 3% Participation

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

- 4) When applying the DVBE incentive a Non-SB shall not displace an award to a California Certified Small Business. Nor shall the DVBE incentive exceed five percent (5%) of the total possible available points.
- 5) Additional information: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

2. Small Business Enterprise or Microbusiness Preference

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to proposers who qualify as a Certified SB or MB. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in 2 CCR 1896 et seq.
- B. To claim the SB or MB preference, the proposer must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the DGS, Office of Small Business and Disabled Veteran Business Services (OSDS). If proposer is claiming the five percent (5%) certified SB or MB preference, complete the **Proposal/Proposer Certification Sheet, Section 16, (Attachment 4)** and attach a copy of your certification. Additionally, the proposer may satisfy the non-SB requirements described below.
- C. Pursuant to Government Code Section 14838 and 2 CCR 1896, if a proposer is not a certified SB but wishes to be eligible for the five percent (5%) "non-SB" preference, the proposer must subcontract at least twenty five percent (25%) of its net proposed price to one or more certified small businesses. If proposer is claiming the five percent (5%) "non-SB" preference, complete the **Proposal/Proposer Certification Sheet, Section 17, Attachment 4**, and complete **Bidder Declaration (GSPD-05-105), Attachment 3**, with the names of all certified SB firms being claimed for credit. Attach a copy of the subcontractor's Certified SB certificate for each SB subcontractor and a copy of all SB subcontractor's quote to the **Bidder Declaration, (GSPD-05-105), Attachment 3**, which must be downloaded at <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.
- D. Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s). Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s)
- E. SB Preferences may not be applied to any proposal deemed non-responsive with the solicitation instructions or from a responsible proposer
- F. Questions regarding the certification approval process or SB program should be directed to DGS, OSDS at (800) 559-5529. For the 24-hour recording call (916) 375-4940, or submit E-mail requests to: OSDSHelp@dgs.ca.gov

Additional References: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>
- G. SB or MB proposers or proposers using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the highest responsible proposer's total score if the highest scored proposal is from a non-certified SB or MB

Attachment 1

Sample Cost Proposal Worksheet

Cover Page

TABLE 1 Total Costs* Per Task

Total Costs for Task 1	\$
Total Costs for Task 2	\$
Total Costs for Task 3	\$
Total Costs for Task 4	\$
Total Costs for Task 5	\$
Total Costs for Task 6	\$
Total Costs for Task 7	\$
Total Costs for Task 8	\$
Total Costs for Task 9	\$
Total Costs for Task 10	\$
Total Costs for Task 11	\$
*Grand Total for this Agreement	\$

Notes:

*Total Costs for Tasks Table 1 shall include Prime Contractor and all Subcontractors costs.

TABLE 2 Total Costs for Prime and Each Subcontractor

Prime Contractor (firm name) Total Costs (for this Agreement)	\$
Subcontractor 1 (firm name) Total Costs (for this Agreement)	\$
Subcontractor 2 (firm name) Total Costs (for this Agreement)	\$
Subcontractor 3 (firm name) Total Costs (for this Agreement)	\$
Grand Total*** for this Agreement	\$

Notes:

*Grand Total in Table 1 and Table 2 should match.

**Grand total for PRS services in Tasks #2 (sub-tasks 2.a, 2.b 2.c & 2.e), Task #3, Task #4, Task #5 (sub-tasks 5.b, 5.c, 5.d, 5.h) and Task 8 (sub-task 8.e) cannot exceed \$3 million.

Attachment 1

Cost Breakdown for Task 1

Prime Contractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	_____hrs. @	\$_____	\$_____
Staff Name - Clerical	_____hrs. @	\$_____	\$_____
Staff Name - Title	_____hrs. @	\$_____	\$_____
Staff Name - Title	_____hrs. @	\$_____	\$_____
Sub Total–Labor Cost	_____hrs.	N/A	\$_____
Other Direct Costs (except labor)			
Research			\$_____
Supplies			\$_____
Travel			\$_____
Other Direct Costs (itemize)			\$_____
Sub Total–Other Direct Costs (except labor)			\$_____
PRIME CONTRACTOR (firm name) Total Cost for Task 1			\$_____

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rate should be rounded to the second decimal point prior to calculating the Total.

Travel, Transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented state employees under current CalHR rules.

Add/delete rows to tables above as applicable.

Attach Cost Proposal Worksheets in this format, as applicable, for Prime Contractor costs for all **Tasks 1-11**

Attachment 1

Cost Breakdown for Task 1

Subcontractor: (Firm Name)

Direct Labor Cost			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name - Project Manager	_____hrs. @	\$_____	\$_____
Staff Name - Clerical	_____hrs. @	\$_____	\$_____
Staff Name - Title	_____hrs. @	\$_____	\$_____
Staff Name - Title	_____hrs. @	\$_____	\$_____
Sub Total–Labor Cost	_____hrs.	N/A	\$_____
Other Direct Costs (except labor)			
Research			\$_____
Supplies			\$_____
Travel			\$_____
Other Direct Costs (itemize)			\$_____
Sub Total–Other Direct Costs (except labor)			\$_____
SUBCONTRACTOR (firm name) Total Cost for Task 1			\$_____

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit and any other applicable costs to be charged to Caltrans for this agreement. Rate should be rounded to the second decimal point prior to calculating the Total.

Travel, Transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented state employees under current CalHR rules.

Add/delete rows to tables above as applicable.

Attach Cost Proposal Worksheets in this format, as applicable, for subcontractor costs for all **Tasks 1-11**

Attachment 2A

Key Personnel Hours Table must be submitted with Technical Proposal (Refer to RFP **Section C) 4, Technical Proposal Requirements, item A. 2) e**).

1. Personnel: All Key Personnel of prime contractor and all subcontractors assigned to the contract and listed in the Proposer's Technical Proposal must be identified by **name, title, and firm name** in the table below.
2. Proposer shall provide hours **assigned to key personnel (including key personnel of subcontractors) in format provided in the table below. Hours listed for key personnel on the table should hours listed for key personnel in the Cost Proposal.** Providing other units of measure does not satisfy this requirement. Failure to provide hours assigned to key personnel (including key personnel of subcontractors) per task may be sufficient cause for rejection of proposal.
3. Proposer may add/delete rows and columns as needed to the table below.

SAMPLE KEY PERSONNEL HOURS TABLE

[illegible]

Attachment 2B

Sample Reference Form

Each reference shall include the following information:

Name of firm/organization (Prime Contractor) that provided services:

Client firm/organization name and address:

Contact Name:

Title:

Email Address:

Phone Number:

Street Address:

Brief Description of the project, including services and deliverables:

Agreement term (dates):

Agreement Value/Cost:

Highlights relevant and applicable to this RFP:

Attachment 2C

Quotes from SB or DVBE Subcontractors

Bidder shall attach copies of **SB or DVBE Subcontractors** quotes (on SB or DVBE's letterhead) from any SB or DVBE subcontractors listed on the form **GSPD-05-105**. Refer to instructions in RFP Section D), Items 1A2 and 2C).

Attachment 4

Proposal/Proposer Certification Sheet

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

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

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

1. Company Name	2. Telephone ()	2a. Fax Number ()		
2b. Email Address:				
3. Address				
Indicate your organization type: 4. <input type="checkbox"/> Sole Proprietorship 5. <input type="checkbox"/> Partnership 6. <input type="checkbox"/> Corporation				
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN) 8. California Corporation No. _____				
Indicate applicable license and/or certification information:				
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications		
12. Proposer's Name (Print)	13. Title			
14. Signature	15. Date			
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: </td> </tr> </table>			a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below:
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below:			
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSDS, if an application is pending: _____				
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes <input type="checkbox"/> No <input type="checkbox"/>				
If yes, complete and return the Bidder Declaration form, GSPD-05-105 with your proposal.				

Attachment 4

Completion Instructions for PROPOSAL/PROPOSER CERTIFICATION SHEET

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

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

Attachment 5

Required Attachment Checklist

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

Note: Return this Checklist with the Technical and Cost Proposal package.

Technical Proposal and Attachments:

Attachments	Attachment Name/Description
_____	Technical Proposal as stated in this RFP (This shall be incorporated into the contract as Attachment 2)
_____	Contractor Certification Clauses (CCC 04/2017) The CCC 04/2017 must be downloaded on the Internet at https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language . Page one must be signed and submitted prior to the award of the Agreement.
_____	California Civil Rights Laws Certification. The California Civil Rights Laws Certification (ADM-0076) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0076 .
_____	Darfur Contracting Act Certification. The Darfur Contract Act Certification (ADM-0077) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0077 .
_____	Iran Contracting Act Certification. The Iran Contracting Act Certification (ADM-0078) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0078 .
_____	Required Attachment Checklist (RFP Attachment 5)

Attachment 5

Cost Proposal and Attachments:

Attachments	Attachment Name/Description
_____	Cost Proposal as stated in this RFP (RFP Attachment 1)
_____	Quotes from SB/DVBE Subcontractors (RFP Attachment 2C)
_____	Bidder Declaration (GSPD-05-105). The GSPD-05-105 must be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf
_____	Disabled Veteran Business Enterprise Declarations, DGS PD 843, must be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf
_____	Proposal/Proposer Certification Sheet (RFP Attachment 4)
_____	Required Attachment Checklist (RFP Attachment 5)

Attachment 6

Criteria for Evaluation of Technical Proposal

Technical Proposal Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
Section 1. Introduction and Minimum Qualifications (16)				
Demonstrates substantive experience and collective ability and skills of the requirements listed in the minimum qualifications section.	4			
Section 2. Organization, Management and Personnel (52)				
A. Proposal identifies effective project management and communication strategies for managing communication between consultant, Caltrans HQ, Caltrans Districts, state and local agencies, and multiple internal and external transportation partners and stakeholders.	4			
B. Demonstrates use of creativity of project team organizational structure, roles, and responsibilities.	3			
C. Demonstrates how the knowledge, skills, and abilities of key personnel and proposed subcontractor(s) will be beneficial to each task assigned within the Agreement.	3			
D. Key personnel's relevant experience with previous Strategic Highway Safety Plans & implementation.	3			
Section 3. Facilities and Resources (24)				
A. Demonstrates how various consultant offices will result in efficient interactions with Caltrans HQs, Caltrans Districts, state and local agencies, and multiple internal and external transportation partners and stakeholders.	2			
B. Availability of software, hardware, and other resources to complete required work.	4			
Section 4. Methodology (136)				

Attachment 6

Technical Proposal Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
A. Demonstrates strong experience in engaging multi-agency, multi-discipline stakeholders in meaningful information sharing and clear communication, identifying issues and potential solutions, evaluating alternatives, project concept improvement, collaboration, consensus building and forging partnerships.	4			
B. Recommends specific techniques, both proven and innovative, for accomplishing the tasks and producing required deliverables.	3			
C. Demonstrates understanding of most recent research and methodologies as it relates to safety analyses; and gathering, compiling, and sharing data with partners and stakeholders.	3			
D. Demonstrates understanding and ability to effectively communicate systemic safety data analyses and present them in laymen's terms for statewide understanding and use.	4			
E. Demonstrates use of creativity, innovation, and technical skills in developing proposed methodologies for statewide understanding and use.	3			
F. Demonstrates a clear approach for standardizing systemic safety data analyses for statewide understanding and use.	4			
G. Demonstrates a clear approach to project prioritization methods for statewide understanding and use.	2			
H. Shows how methodologies effectively address the tasks and requirements within the Scope of Work.	3			
I. Demonstrates clear approach to developing and maintaining a stakeholder engagement plan	4			

Attachment 6

Technical Proposal Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
J. Demonstrates a clear approach to developing and maintaining a Communication Plan	4			
Section 5. Work Plan and Work Schedule (32)				
A. Demonstrates the ability to effectively develop and deliver the 2025-2029 California SHSP & Implementation Action Plan.	4			
B. Demonstrates a clear approach for delivering all required deliverables within scope and schedule.	4			
Section 6. Proposed Financial Management System (12)				
Overall capabilities of system as requested, demonstrating effectiveness of invoicing and accounting functions.	3			
Section 7. Experience and Project Descriptions (28)				
A. Examples of prior experience are relevant to the tasks and requirements within this Agreement.	3			
B. Project summaries demonstrate effective writing, editing, and graphic skills.	4			
Section 8. References (12)				
Provides acceptable quality of references.	3			
Section 9. Overall Quality of Technical Proposal (40)				
A. Completeness.	3			
B. Clarity, format, organization, and general quality of Proposal.	4			
C. Innovation and potential value are addressed.	3			
Total Possible Points	352			
Total Actual Points				

Attachment 7

Criteria for Evaluation of Consultant Oral Presentations

Oral Presentation Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
Section 1. Experience and Expertise (44)				
A. Demonstrates understanding of both specific proven and the most recent, innovative research and methodologies replated to SHSP development and implementation using specific examples.	3			
B. Uses specific examples demonstrating how proposing team's experience and expertise is applicable to the requested services and products in this Agreement.	4			
C. Demonstrates ability to communicate effectively using applicable data and information.	4			
Section 2. Approach to Scope of Work (60)				
A. Demonstrates understanding of the Scope of Work and ability to successfully deliver the requested services and products in this Agreement	4			
B. Demonstrates how proposed methodologies and performance measures will be applied to the requested services and products in the Agreement.	3			
C. Ability to work effectively and efficiently with Caltrans HQ, Caltrans Districts, state and local agencies, multiple internal and external transportation partners, and stakeholders.	4			
D. Demonstrates project management abilities, including managing multiple tasks	4			

Attachment 7

Oral Presentation Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
simultaneously while producing SHSP deliverables within scope and schedule.				
Section 3. Overall Quality of Oral Presentation (32)				
A. Consistent with highlights of technical proposal.	4			
B. Well organized and focused on key matters.	4			
Total Possible Points	136			
Total Actual Points				

Attachment 8

Criteria for Evaluation of Consultant Cost Proposal

Cost Proposal Evaluation	Maximum Possible Score	Total Points Awarded
Cost Points Calculation:	209	

Lowest cost proposal will be awarded the maximum points. Other proposals will be awarded cost points based on the following calculation:

$$\text{Points for Other Proposer} = \frac{\text{Lowest Proposer's Cost} \times \text{Maximum Possible Points}}{\text{Other Proposer's Cost}}$$

Total Possible (Cost Evaluation)	209 Points
Total Actual (Cost Evaluation)	

Total Possible (Technical Evaluation)	352 Points
Total Actual (Technical Evaluation)	

Total Possible (Oral Presentation)	136 POINTS
Total Actual (Oral Presentation)	

Grand Total Possible (Cost + Technical + Oral)	697 POINTS
Grand Actual Total (Cost + Technical + Oral)	

Attachment 9

Accounting and Audit Guidelines for Contracts with Caltrans

Introduction

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A pre-award audit may be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

Accounting System

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

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping ensuring that costs billed to Caltrans are:
 - Supported by adequate documentation.
 - In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts
 - g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours

Attachment 9

should be recorded on a timesheet and in the accounting records to a direct project cost account/code.

- d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
 - Procedures to monitor and adjust projected overhead rates to actual rates.
 - Controls to ensure that written approval is obtained prior to any changes to the contract.
 - Procedures to retain accounting records and source documentation as required by the terms of the contract.
 - A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.
 - b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
 - c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
 - d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
 - e. Personnel with skills and training commensurate with their responsibilities.
 - f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

Audits

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

Pre-award Audits

Attachment 9

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

Interim Audits

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

Post Audits

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

Audit Criteria

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

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

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

Superintendent of Documents
Government Printing Office
Washington, DC 20402

(202) 783-3238

Attachment 9

California State Administrative Manual

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

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

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

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

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

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

Attachment 10

RFP

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

51A0573

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

November 1, 2023 (estimate) or upon DGS approval, whichever is later

THROUGH END DATE

October 31, 2028

3. The maximum amount of this Agreement is:

\$TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	27
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	Online
+ - Exhibit D	Special Terms and Conditions	9
+ - Exhibit E	Additional Provisions	5
+ - Attachment 1	Cost Proposal (Attached Upon Award)	TBD
+ - Attachment 2	Technical Proposal (Attached Upon Award)	TBD
+ - Attachment 3	Bidder Declaration (GSPD-05-105)	TBD
+ - Attachment 4	Project Timeline	1
+ - Attachment 5	Deliverable Acceptance Document	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

51A0573

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th St, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Consulting Services Agreement (State)

Scope of Work

1. The work to be performed under this Agreement shall be in accordance with Contractor's Cost Proposal dated (DATE TBD), **Attachment 1**, Contractor's Technical Proposal entitled *2025-2029 California State Highway Safety Plan (SHSP) Development and Facilitation Services* dated (DATE TBD), **Attachment 2**, and the Scope of Work in this Agreement. Contractor's Cost and Technical Proposals are attached hereto and incorporated by reference. If there is any conflict between Contractor's Cost and Technical Proposals, on the one hand, and any other provisions of this Agreement, including, but not limited to Exhibits A, B, C, D, and E, and **Attachments 3** and **4**, on the other hand, the latter will prevail over Contractor's Cost and Technical Proposals.
2. Contractor (hereinafter sometimes referred to as Consultant) agrees to provide SHSP development support and facilitation services to the California Department of Transportation (Caltrans), Division of Traffic Safety as described herein.
3. The services shall be performed at Caltrans Headquarters (HQ) in Sacramento, CA, at the consultant's office(s), and/or at Caltrans District offices throughout California. Webinars and videoconferencing may also be used to supplement onsite work.
4. This Agreement will commence on **November 1, 2023 (estimate)** or upon approval by Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **October 31, 2028**. The services shall be provided during working hours, Monday through Friday, except holidays. The parties may amend this agreement as permitted by law.
5. Any personnel that have been identified in Contractor's **Attachment 1, Cost Proposal**, whether by name or title, may be replaced only if approved in advance, in writing, by Caltrans Contract Manager without the necessity of an Amendment. All personnel replaced by Contractor must possess qualifications that equal or exceed the qualifications of the replaced personnel without any increase to rates as stated in **Attachment 1, Cost Proposal**. All replacement personnel must provide Caltrans Contract Manager with a resume.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

California Department of Transportation (Caltrans):	Contractor: TBD
Section/Unit: D51/Safety Programs	Section/Unit:
Address: 1120 N Street Sacramento, CA 95814	Address:
Contract Manager: TBD	Project Manager: TBD
Phone: (916) 617-xxxx	Phone:
Email: tbd@dot.ca.gov	Email:

Exhibit A
Consulting Services Agreement (State)

7. Administrative Provisions

- A. Schedule and Budget. Contractor shall comply with the projected work schedule. Contractor shall report regularly to the Caltrans Contract Manager regarding the actual work activities performed compared to the projected work schedule. If project tasks are not on schedule, Contractor shall recommend corrective measures for Caltrans Contract Manager written approval, but the Caltrans Contract Manager may decide not to provide their written approval and Contractor remains responsible to comply with the projected work schedule. Contractor shall also maintain detailed records of labor hours and other charges, and report regularly to the Contract Manager regarding the actual expenditures compared to the projected budget.
- B. Communication. Contractor shall maintain open lines of communication with the Caltrans Contract Manager and the Caltrans Division of Safety Programs throughout the contract term.
- C. Quality Control. Contractor shall develop and implement quality assurance and quality control (QA/QC) measures for all services and products, including internal review of draft work products and planned services by a technical expert (such as a technical editor for written work) and a senior manager prior to submittal to Caltrans.
- D. Draft and Final Products. During the contract timeframe, the Contractor shall prepare, maintain, update, and produce all deliverables as described in the Agreement. All reports, technical memoranda, and other written and graphic products required under this Agreement shall be provided in draft form to the Caltrans Contract Manager for review, comment, and approval. Caltrans may request a second draft of any submittal, including draft products. Comments and suggested changes from Caltrans shall be incorporated as appropriate; and changes that are not incorporated shall be documented and explained in a transmittal memo with the final report. All final documents shall be delivered in a MS Word and/or PDF format suitable for electronic editing, printing, and ADA accessibility-compliant web posting.
- E. Evaluation and Acceptance. Caltrans shall have sole discretion to determine whether a draft or final work product has been completed and is accepted. Methodologies and processes shall be detailed to produce quality deliverables, including document generation, review, and approval, along with the necessary comment matrix template(s).
 - 1) The Caltrans Contract Manager or their designee may periodically review the content and quality of the Contractor's work to assess the progress and quality of the work.
 - 2) Caltrans will provide the **Delivery Acceptance Document ("DAD", Attachment 5)** and acceptance criteria for the deliverables described in the tasks below, and the parties shall mutually establish the acceptance criteria for each deliverable, consistent with the requirements established in this Exhibit A, Scope of Work.
 - 3) It is the responsibility of the Contractor to notify the Caltrans Contract Manager that the deliverable is complete and ready for acceptance testing or review. All deliverables are subject to inspection and approval in writing by the Caltrans Contract Manager or his/her designee. The Caltrans Contract Manager shall have the ultimate responsibility and authority (using commercially reasonable

Exhibit A
Consulting Services Agreement (State)

discretion) to determine whether a deliverable submitted by the Contractor satisfies all of the acceptance criteria. A deliverable shall not be accepted unless it satisfies all of the acceptance criteria in the **DAD, Attachment 5**.

- 4) Approval of a deliverable constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work or deliverable that needs correction shall be made at the Contractor's sole cost and expense and in a timely manner. Regardless of any prior inspections and acceptances of deliverables during the term of this Agreement, all deliverables and the Contractor's completion of work under this Agreement is subject to final inspection and approval by the Caltrans Contract Manager or his/her designee.
 - 5) If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in the Agreement, no payment will be made until the deliverable has been completed by the Contractor and accepted by Caltrans.
 - 6) Unless agreed to in writing by Caltrans, failure to begin work and to complete a deliverable on schedule and as otherwise required by this Agreement shall be considered grounds for termination of this Agreement for default.
- F. Ownership of Work Products. All products prepared under this Agreement shall become and remain the property of Caltrans. Refer to **Exhibit E, Section 3**, for further information.

8. Background and Purpose of Work

- A. The Strategic Highway Safety Plan (SHSP) is a statewide, coordinated traffic safety plan that provides a comprehensive framework for reducing roadway fatalities and serious injuries on California's public roads. This project represents the fourth update of California's initial 2005 SHSP and will use the latest crash data and insights from safety partners across the state to inform the SHSP's development and implementation. Working in conjunction with other statewide safety plans such as the Highway Safety Improvement Program, the Highway Safety Plan, and the Commercial Vehicle Safety Plan, the SHSP will provide guidance to influence the development of goals, strategies, and performance measures for stakeholders working to improve traffic safety throughout California.

Led by stakeholders representing California's five (5) Es — Education, Enforcement, Engineering, Emergency Response, and Emerging Technologies — and informed by extensive outreach to a network of safety partners across the state, the SHSP planning process operates on the belief that everyone, no matter how they travel, should be able to arrive at their destination safely. The California SHSP will focus on strategies with the greatest potential to eliminate traffic fatalities, serious injuries, and overall crashes statewide.

- B. The contract's main objectives are to develop the 2025-2029 California Strategic Highway Safety Plan (SHSP) and a 2025-2029 California SHSP Implementation Action Plan as required by FHWA's 2016 SHSP Process Approval Checklist. This work involves full collaboration with multiple agencies and disciplines focusing on achieving the SHSP's goal of zero traffic fatalities and serious injuries on all California roads.

Contractor shall provide support and facilitation services to evaluate, develop, provide

Exhibit A
Consulting Services Agreement (State)

data analyses, and obtain state and federal approvals of the 2025-2029 California SHSP and 2025-2029 SHSP Implementation Action Plan following and incorporating the Federal Highway Administration's Office of Safety guidelines and Safe System Approach, MAP-21, and FAST Act guidelines, National Highway Safety Administration Guidelines and American Association of State Highway Transportation Officials (AASHTO) "Toward Zero Deaths" Program.

https://safety.fhwa.dot.gov/hsip/policy_guide/

<https://highways.dot.gov/safety/zero-deaths#:~:text=There%20are%20six%20principles%20that,proactive%2C%20and%20redundancy%20is%20crucial.>

<https://www.fhwa.dot.gov/fastact/guidance.cfm>

<https://www.nhtsa.gov/laws-regulations/guidance-documents>

<https://safety.transportation.org/subcommittees/toward-zero-deaths-tzd/>

https://www.google.com/search?q=aashto+toward+zero+deaths+guidelines&rlz=1C1GCEB_enUS965US965&oq=AASHTO+Toward+Zero+Deaths&aqs=chrome.1.69i57j33j160j33i299j2.75297j0j9&sourceid=chrome&ie=UTF-8

9. Detailed description of work to be performed and duties of all parties:

A. **Task 1: Kickoff Meeting**

The Task 1 deliverables are:

Task /1: Work Products/Deliverables	Acceptance Criteria
1.1 Kickoff Meeting, Agenda with Meeting Materials	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses and evaluations as described in section 1.1 – 1.3 below.• Email agenda and any meeting materials to Caltrans Contract Manager at least one (1) week prior to kickoff meeting.• Coordinate and conduct meeting
1.3 Meeting Minutes	<ul style="list-style-type: none">• Due within one (1) week after meeting. Shall be emailed to Caltrans Contract Manager in either a Word or PDF format.

1.1 Requirements:

The Task 1 requirements are:

Exhibit A
Consulting Services Agreement (State)

1.1 Contractor shall coordinate and conduct a contract kickoff meeting within 30 days of Notice to Proceed (NTP). Consultant shall provide the meeting agenda and any meeting materials to the Caltrans Contract Manager at least one (1) week prior to the meeting. Caltrans Contract Manager will supply consultant with the names and contacts for meeting attendees. Meeting shall be held virtually.

1.2 Contractor shall review the Stakeholder Communication and Engagement Plans as described in the **Technical Proposal, Attachment 2**, with the Caltrans Team. Consultant shall also address workplan, budget and contract milestones.

1.3 Contractor shall prepare meeting minutes and deliver to Caltrans Contract Manager within one (1) week after meeting. Shall include topics discussed and strategy/action lists.

B. Task 2: Strength, Weakness, Opportunity Threat (SWOT) Analysis

The goal/objective for **Task 2** is to develop a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis to determine what went well with the current SHSP and identify areas for improvement.

The Task 2 deliverables are:

Task 2: Work Products/Deliverables	Requirements
2.1.1 Draft SWOT Evaluation and Recommendations Report & Executive Summary	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses and evaluations as described in section 2.1 (sections a through g) below.• Shall be submitted to the Caltrans Contract Manager via email within 90 days of Notice to Proceed
2.1.2 Final SWOT Evaluation and Recommendations Report & Executive Summary	<ul style="list-style-type: none">• Shall complete and satisfy all of the tasks, analyses and evaluations as described in section 2.1 (sections a through g) below.• Shall be submitted to Caltrans Contract Manager within 30 days of receiving request for revision(s).• Shall be delivered in a Word or PDF format

2.1 Requirements:

The Task 2 requirements are:

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To accomplish this task, Contractor shall perform the tasks detailed below. This effort involves conducting interviews with key stakeholders and providing an analysis of the results to provide the SHSP leadership with recommendations on next steps and plan content.

Contractor shall develop a SWOT Evaluation and Recommendations Report and Executive Summary that meets the following requirements (items a through g):

- a. Contractor shall prepare SWOT analysis of the current SHSP processes and efforts:

- 1) Analysis shall include studying specific topics such as training, steering committee and executive leadership's direction and task alignment, task success measurement, integration with other state, regional and tribal transportation plans, outreach to diverse stakeholders, public information and outreach, and data gaps.

Analysis shall include recommendations for improvements and identify the efforts not in alignment with federal requirements, safety targets, Highway Safety Improvement Plan (HSIP), and SHSP strategies/actions. More information can be found at:

<https://dot.ca.gov/programs/safety-programs/hsip>;
<https://dot.ca.gov/programs/safety-programs/shsp>;
<https://dot.ca.gov/SearchResults?q=HSIP+Safety+Targets>

- b. Contractor shall compare California's current SHSP effort with other states and identify best practices for California.
- c. Contractor shall review and analyze the SHSP tracking tool and incorporate and consider user experiences in the SWOT analysis. The Action Tracking Tool is available online with log-in registration at: <https://shsp-web.azurewebsites.net/#/authentication/signin>
- d. Contractor shall provide an analysis of previous Challenge Area activities and obstacles, conduct interviews with previous Challenge Area co-leads, action leads, Steering Committee Members, and other participants, and make recommendations for process improvements. More information can be found at <https://dot.ca.gov/programs/safety-programs/shsp>.
- e. Contractor shall fully evaluate how the SHSP is integrated with the California Highway Safety Improvement Plan, other state and local plans, planning processes and collaboration between SHSP partners and stakeholders.
- f. Contractor shall prepare a draft SWOT Evaluation and Recommendations Report and Executive Summary and submit it to the Caltrans Contract Manager. Caltrans Contract Manager will submit the draft to the SHSP Steering Committee for review and approval. The draft SWOT Evaluation and Recommendations Report and Executive Summary shall include all requirements as listed in items a through f, above.
- g. Contractor shall make any requested revisions to the report and return the final SWOT Evaluation and Recommendations Report and Executive Summary to the Caltrans Contract Manager for approval within 30 days of receipt of revision(s)

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request.

C. Task 3: Stakeholder Communication Plan & Informational Materials

The objective/goal of **Task 3** is to finalize and implement the Stakeholder Communication Plan. The Stakeholder Communication Plan, as outlined in the **Technical Proposal, Attachment 2**, shall establish a communication methodology to produce informational materials and guide conversations for progressing SHSP objectives and the SHSP Implementation Action Plan goals. Contractor shall work with Caltrans and the SHSP Steering Committee to finalize and implement the Stakeholder Communication Plan that will be followed for the duration of the contract. Any revisions shall not alter the scope of work, only refine specific details outlined in the Plan.

The Task 3 deliverables are:

Task 3: Work Products/Deliverables	Requirements
3.1.1 Finalized Stakeholder Communication Plan	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations and outcomes as described in section 3.1 (sections a through g) below.• Due within 60 days of Notice to Proceed• Finalized Plan, per the specified criteria (a – g), shall be emailed to Caltrans Contract Manager• Shall be delivered in a Word or PDF format
3.1.2 Informational Materials	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations and outcomes as described in section 3.1 below.• Quarterly newsletters, SHSP web content, and annually <u>updated</u> fact sheets• Newsletter: Due quarterly within ten (10) business days following the end of each month• Updated Fact Sheets: Due annually in Quarter 1 of each year.• Updated content for web posting shall be emailed to the Caltrans Contract Manager for posting

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3.1.3 Monitor SHSP Email Account	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations and outcomes as described in section 3.1 below.• Respond to any requests/inquiries within five (5) business days• For the term of the contract
3.1.4 Send Outlook calendar meeting invites for periodic special meetings requested by internal/external partners. (List maximum of special meetings)	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations and outcomes as described in section 3.1 below.• Assist Caltrans Contract Manager with scheduling Web-Ex meetings/ calendar invitations throughout the term of the contract

3.1 Requirements:

The Task 3 requirements are:

- a. Stakeholder Communication Plan, facilitating outreach to all stakeholders, shall include:
 - 1) All stakeholders listed in the Stakeholder Engagement in **Task 6**, plus others as identified by the Steering Committee.
 - 2) Identification of stakeholders and the level at which they need to be involved.
 - 3) The needs and interests of the stakeholders
 - 4) Analysis of stakeholder interests
 - 5) How to effectively communicate with separate stakeholder interest groups
 - 6) Frequency and methods of communication
 - 7) Actions needed to implement Communication Plan and who will lead the efforts
- b. Contractor shall develop, produce, and submit for posting online any of the following informational materials: quarterly newsletter, SHSP web content (ADA compliant), and updated fact sheets (Fact Sheets are already posted online here: <https://dot.ca.gov/programs/safety-programs/shsp>).
- c. Contractor shall regularly monitor the SHSP email account and respond to requests/inquiries from both internal and external stakeholders.
- d. Contractor shall assist Caltrans Contract Manager with sending Outlook calendar meeting invites, flyers, fact sheets and other information necessary for achieving SHSP goals and objectives.

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- e. Contractor shall assist in scheduling regular Web-ex meetings for internal and external stakeholders.
- f. Contractor shall maintain stakeholder engagement lists in all SHSP Challenge Areas statewide.
- g. Contractor shall maintain stakeholder engagement lists at the regional, state, and local levels

D. Task 4: 2025-2029 California Strategic Highway Safety Plan (SHSP)

The goal/objective of **Task 4** is to develop the 2025-2029 California SHSP. The SHSP and the relevant state transportation plans should be developed in a cooperative process and have consistent safety goals and objectives supporting a performance-based highway safety program.

The Task 4 deliverables are:

Task # 4 Work Products/Deliverables	Acceptance Criteria
4.2.1 Meeting facilitation	<ul style="list-style-type: none">• Contractor shall complete and satisfy all the tasks, analyses, evaluations and outcomes as described in sections 4.1 and 4.2 below.• Facilitate up to 20 virtual meetings• Provide meeting schedule to Caltrans Contract Manager via email• Provide meeting notes to Caltrans Contract Manager via email within two (2) weeks after each meeting; Notes to include list of attendees, strategy/action lists for all outreach/stakeholder interaction, and documentation of feedback with responsive action plans.
4.2.2 Draft 2025-2029 California SHSP for review and comment	<ul style="list-style-type: none">• Contractor shall complete and satisfy all the tasks, analyses, evaluations and outcomes as described in sections 4.1 and 4.2 below.• Draft (including all criteria in items 4.2a-4.2k below, development of emphasis [Challenge] areas, strategies, and

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	<p>actions) is due within 12 months of Notice to Proceed</p> <ul style="list-style-type: none">• Revised draft (with stakeholder comments addressed and incorporated) is due within 180 business days after receiving stakeholder comments• Shall be delivered via email to the Caltrans Contract Manager in a Word or PDF format
4.2.3 Final 2025-2029 California SHSP	<ul style="list-style-type: none">• Contractor shall complete and satisfy all tasks, analyses, evaluations and outcomes as described in sections 4.1 and 4.2 below.• Shall address all draft comments provided by the Caltrans Contract Manager• Due by December 31, 2024, or within one (1) year + 180 business days of Notice to Proceed• Shall be delivered via email to the Caltrans Contract Manager in a Word or PDF format

4.1 Requirements:

The Task 4 requirements are:

The SHSP will provide a comprehensive framework and strategies for reducing roadway fatalities and serious injuries to zero. This framework will support FHWA's National Roadway Safety Strategy (NRSS), a roadmap for addressing the national crisis in roadway fatalities and serious injuries. Almost 95 percent of the nation's transportation deaths occur on its streets, roads, and highways. While the number of annual roadway fatalities declined for many years, they have dramatically risen since the pandemic. California is committed to addressing this crisis systemically and preventing tragic and avoidable traffic deaths and serious injuries.

The SHSP update will provide strategic direction for other State and local/tribal transportation plans such as the HSIP, Highway Safety Plan and the Commercial Vehicle Safety Plan. It will identify key emphasis (Challenge) areas and strategies having the greatest potential to reduce highway fatalities and serious injuries and focus resources on areas of greatest need. The SHSP will maintain consistency with the State Transportation Improvement Program.

In the summer of 2020, state transportation leaders recognized that a bolder, and

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more focused approach, was necessary to reduce the rise in fatalities and severe injuries on California roadways. This new approach was incorporated into the 2020-2024 California SHSP. This important change, known as “The Pivot,” included incorporating the following four (4) Guiding Principles developed in collaboration between Caltrans and the SHSP Executive Leadership and Steering Committee:

- a. Integrate Equity
- b. Implement the Safe System Approach
- c. Double Down on What Works
- d. Accelerate Advanced Technology

4.2 Requirements:

The Task 4 requirements also include:

Contractor shall develop a draft and final SHSP that addresses and/or incorporates the following requirements:

- a. Institutionalize the SHSP’s four (4) Guiding Principles; gathering safety data and stakeholder input; identifying Emphasis (Challenge) Area outcomes and outputs; and developing, evaluating, and monitoring strategies in collaboration with the SHSP Steering Committee, SHSP Executive Leadership and Caltrans SHSP management to reduce roadway fatalities and serious injuries to zero—the SHSP’s main goal.
- b. The SHSP will also define the measurable and time bound objectives, and what (the outcomes) the plan will accomplish by when (specific dates). An objective can be expressed in the total number or percentage reduction in highway fatalities and serious injuries in combination with a timeframe. An objective can also be expressed as a fatality rate per vehicle-miles traveled. The evaluation and monitoring shall include the objectives adopted in the current SHSP and Emphasis (Challenge) Areas and those identified by the Federal Highway Administration. More information:

<https://dot.ca.gov/programs/safety-programs/shsp>

https://safety.fhwa.dot.gov/legislationandpolicy/fast/shsp_qa.cfm

https://safety.fhwa.dot.gov/shsp/quick_ref_guide/sec3.cfm

- c. Analyze and inform on the following:
 - 1) Results of state, regional, local, and tribal transportation and highway safety planning processes and demonstrate mutual consultation among partners in the development of transportation safety plans.
 - 2) Findings of road safety audits.
 - 3) Locations of fatalities and serious injuries.
 - 4) Locations that do not have empirical history of fatalities and serious injuries but possess risk factors for potential crashes.

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- 5) Rural roads, including all public roads, commensurate with fatality data.
 - 6) Motor vehicle crashes that include fatalities or serious injuries to pedestrians and bicyclists and other vulnerable users, including older pedestrians and drivers, persons with disabilities and transit riders.
 - 7) Improvements to rail-highway grade crossings.
 - 8) Cost-effectiveness of improvements.
 - 9) Safety on all public roads, including non-State-owned public roads and roads on tribal lands.
- d. Contractor shall analyze the data and provide feedback to safety stakeholder input to select emphasis (Challenge) areas.
 - e. The SHSP should use safety data to identify Emphasis (Challenge) areas and establish strategic goals and objectives.
 - f. Incorporate the SWOT and data analysis from the SHSP Evaluation and Recommendation Report.
 - g. Incorporate FHWA recommendations and strategies from the National Roadway Safety Strategy. (<https://www.transportation.gov/NRSS>)
 - h. Address FHWA's *Special Rules* on High-Risk Rural Roads and Older Drivers and Pedestrians (aged 65 or older). (<https://safety.fhwa.dot.gov/hsip/older/>)
 - i. Describe the process and potential resources for implementing strategies in the emphasis (Challenge) areas.
 - j. Provide a detailed description of the update process, including consultation, coordination, data-driven emphasis (Challenge) areas and strategies, performance-based approach, strategy selection and implementation and evaluation process.
 - k. Adopt performance-based goals that are consistent with safety performance measures established by FHWA and are coordinated with other State highway safety programs.
 - l. Identify responsible agency(s) and individual leads for each action. Include a list of resources necessary to complete each action.
 - m. Contractor shall develop and document SHSP processes and methodologies for SHSP Steering Committee and FHWA approval.
 - n. Contractor shall provide meeting schedule for monthly Steering Committee virtual meetings (total of 18 meetings) and two (2) Executive Leadership virtual meetings per year. These meetings are important to maintain multi-agency and multi-discipline agency collaboration and work on developing the draft and final 2025-2029 SHSP and SHSP Implementation Action Plan. The Contractor shall lead the Steering Committee monthly meeting to advise and make recommendations to the SHSP Executive Leadership. Topics to be covered include all work related to the SHSP and Implementation Action Plan. The Steering Committee also provides accountability and direction to the 16 SHSP Challenge Area teams with members from the various agencies involved in the SHSP.

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- o. Contractor shall provide meeting facilitation for all 20 meetings (as listed above). Meeting Minutes for each meeting are due no later than two (2) weeks after each meeting. All meeting notes shall include a list of attendees, strategy/action lists for all outreach/stakeholder interaction, and documentation of feedback with responsive action plans.
- p. Draft plan, including development of emphasis (Challenge) areas, strategies, and actions.
- q. Caltrans Contract Manager shall obtain Steering Committee input and approvals at each step of the process.
- r. Caltrans Contract Manager shall obtain Executive Leadership input and approval for the draft and final SHSP.
- s. Final SHSP requires signature and approval of the Governor, or a responsible State agency designated by the Governor.

E. Task 5: 2025-2029 SHSP Implementation Action Plan (3-Year Plan)

The goal/objective of **Task 5** is to develop the 2025-2029 SHSP Implementation Action Plan and implement SHSP actions listed in the 2025-2029 SHSP.

The Task 5 deliverables are:

Task # 5 Work Products/Deliverables	Requirements.
5.1.1 Draft SHSP Implementation Action Plan	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations and outcomes as described in section 5.1 below.• Due 4th Quarter of Year 2 after Notice to Proceed
5.1.2 Final SHSP Implementation Action Plan	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations and outcomes as described in section 5.1 below.• Due by end of contract term• Shall be delivered via email to the Caltrans Contract Manager in a Word or PDF format
5.1.3 Regional virtual workshops	<ul style="list-style-type: none">• Contractor shall complete and satisfy all tasks, analyses, evaluations and outcomes as described in section 5.1 below.• Schedule and facilitate six (6) regional workshops every other year

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	<p>(18 workshops total), beginning in Fall 2024</p> <ul style="list-style-type: none">• To be held Fall 2024, Fall 2026, Fall 2028
5.1.4 Virtual safety summit conferences	<ul style="list-style-type: none">• Contractor shall complete and satisfy all tasks, analyses, evaluations and outcomes as described in section 5.1 below.• Schedule and facilitate three (3) safety summit conferences• To be held in Spring following the regional workshops in section 5.1f.
5.1.5 Implementation of Action Items from the SHSP Plan	<ul style="list-style-type: none">• Contractor shall complete and satisfy all tasks, analyses, evaluations and outcomes as described in section 5.1 below.• Due by end of contract, as listed in the Project Timeline, Attachment 4

5.1 Requirements:

The Task 5 requirements are:

The contractor shall develop a Draft and Final 2025-2029 SHSP Implementation Action Plan by either addressing or incorporating the following specific criteria:

- a. The 2025-2029 SHSP Implementation Action Plan will include new action items developed in consensus with the 16 SHSP Challenge Area Teams plus the SHSP Steering Committee and SHSP Executive Leadership. Each action item will have a comprehensive development worksheet describing how each one addresses the SHSP's Four Guiding Principles of integrating equity, implementing a Safe System Approach, doubling down on what works, and accelerating advanced technology. Ultimately, the SHSP Executive Leadership will formally vote on approving each action item into the 2025-2029 SHSP Implementation Action Plan. Agency Co-leads and Action leads will also be selected to facilitate work on these action items as well as completion accountability.
- b. Incorporate results of stakeholder outreach to all the stakeholders listed in **Task 6** for Stakeholder Engagement plus others identified by the SHSP Steering Committee and/or SHSP Executive Leadership.
- c. Develop actions addressing how the SHSP emphasis (Challenge) area strategies will be implemented.
- d. Conduct analyses of current practices and policies, organizational structure, and roles and responsibilities.
- e. Develop a list of specific, measurable, achievable, realistic, and time-bound

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(SMART) action items. Each action item must align with the five Es (Education, Engineering, Emergency Response and Emerging Technologies) and follow the SMART guidelines throughout the lifespan of the SHSP and in developing new actions for the SHSP Implementation Action Plan. The Smart method provides a way to measure progress and be accountable for success. Setting SMART goals allow for realistic evaluation of what is trying to be achieved by assessing what actions are needed to reach the goal. More information:

<https://www.indeed.com/career-advice/career-development/how-to-write-smart-goals>

- f. Assist SHSP Challenge Area Leads with implementation of the action items after the Implementation Action Plan is delivered, approved, and adopted. The SHSP Implementation Plan identifies and summarizes the trackable detailed actions of all 16 Challenge Areas. The Implementation Plan is a living document and is updated biennially or annually (July and December) as new actions are developed and approved.
- g. On alternating years, develop and implement six (total) regional virtual workshops covering the regions of San Diego, Los Angeles, the Bay Area, the Central Coast, Fresno, Sacramento, and Redding. These virtual workshops will be scheduled in the Fall 2024, Fall 2026, and Fall 2028. The interactive workshops will feature an overview of regional transportation safety trends, best practices for saving lives along our roadways, the Safe System Approach, Integrating Equity, funding opportunities and updates on the SHSP and SHSP Implementation Action Plan. These workshops are geared for all transportation safety professionals in the public, private, and non-profit sectors, including those in the fields of education, enforcement, engineering, emergency response, emerging technologies, and community engagement.
- h. Host three (3) annual virtual safety summit conferences, one (1) in the spring of each year following the fall regional workshops to be held in 2024, 2026 and 2028. Building upon the fall regional workshops, the Safety Summit will host executive management from all organizations involved in transportation safety to engage with leaders from federal, state, regional, and local agencies to strengthen partnerships, share best practices, and solicit input on the implementation of the SHSP. Fully plan the workshops and conferences by defining the audience and/or participants, providing the purpose of the workshops and expected outcomes. Caltrans Contract Manager will oversee this planning and define expected outcomes as approved by Caltrans management. The SHSP Executive Leadership and SHSP Steering Committee will also provide input/direction on expected outcomes of the Safety Summit.
- i. Contractor shall provide meeting schedule for monthly Steering Committee virtual meetings (total of 36 meetings) and four (4) Executive Leadership virtual meetings per year. These meetings are important to maintain multi-agency and multi-discipline agency collaboration and work on developing the draft and final 2025-2029 SHSP and SHSP Implementation Action Plan. The Contractor shall lead the Steering Committee monthly meeting to advise and make recommendations to the SHSP Executive Leadership. Topics to be covered include all work related to the SHSP and Implementation Action Plan. The Steering Committee also provides

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accountability and direction to the 16 SHSP Challenge Area teams with members from the various agencies involved in the SHSP.

Contractor shall provide meeting facilitation for all 40 meetings (as listed above). Meeting Minutes for each meeting are due no later than two (2) weeks after each meeting. All meeting notes shall include a list of attendees, strategy/action lists for all outreach/stakeholder interaction, and documentation of feedback with responsive action plans.

F. Task 6: Stakeholder Engagement

The goal/objective of **Task 6** is to finalize the Stakeholder Engagement Plan.

The Task 6 deliverables are:

Task # 6 Work Products/Deliverables	Acceptance Criteria
6.1 Finalized SHSP Stakeholder Engagement Plan	<ul style="list-style-type: none">• Contractor shall complete and satisfy all tasks, analyses, evaluations and outcomes as described in section 6.1 below.• Due the 3rd Quarter of Year 1 of the contract.• Shall be delivered via email to the Caltrans Contract Manager in a Word or PDF format

6.1 Requirements:

The Task 6 requirements are:

The Stakeholder Engagement Plan, as described in the **Technical Proposal, Attachment 2**, shall facilitate full coordination and collaboration with transportation partners to greatly benefit and strengthen the SHSP and its implementation. Through Stakeholder engagement, the State receives, considers, and incorporates stakeholder comments, concerns, and perspectives from a wide variety of constituents and stakeholders. Such involvement helps to engender support for programs, plans, and projects, which, in turn, increases the likelihood of the stakeholder acceptance of safety planning decisions.

Effective stakeholder engagement provides meaningful opportunities for information sharing among all parties by identifying issues and potential solutions, evaluating alternatives and conceptual improvements, facilitating full collaboration, and consensus building.

Working in meeting consultation with the Caltrans Contract Manager and SHSP representatives, Contractor shall finalize the Stakeholder Engagement Plan, as described in the **Technical Proposal, Attachment 2**. In finalizing the Stakeholder Engagement Plan, any revisions shall not alter scope of work, only refine specific details outlined in the Plan. The Plan shall include the following specific criteria (items a through i).

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- a. The Plan shall provide opportunities for information sharing among all parties, identify issues and solutions, and facilitate alternatives evaluation, project concept improvements, full collaboration, and consensus building. The final Stakeholder Engagement Plan shall address all four (4) SHSP Guiding Principles and Implementation Action Plan goals.
- b. The Plan shall specify stakeholder engagement and outreach events, composed of regional workshops, safety meetings and/or conferences, as detailed in **Tasks 4 & 5** above.
- c. Engagement and outreach described in the Plan shall include multi-agency and discipline stakeholders to include the following: SHSP Steering Committee; Executive Leadership; Caltrans staff; representatives from metropolitan planning organizations and regional transportation planning agencies; county transportation officials; representatives of major modes of transportation; public health officials; state, local and regional traffic enforcement officials; local agencies; tribal governments; a highway-rail grade crossing safety representative of the Governor of the State; representatives conducting a motor carrier safety program in compliance with federal regulations; motor vehicle administration agency; community-based organizations; non-profit agencies; public and private sector partners; safety stakeholders from various industries; state representatives of non-motorized users; and other federal, state, tribal and local safety stakeholders.
- d. The Plan shall identify contractor's role in conducting and facilitating working groups for the SHSP Steering Committee, SHSP Equity-Related Working Group, Challenge Area leads, SWOT analysis team members and any other sub working groups formed by these established groups. The workshops shall build upon and continue to develop "best practices" for desired safety outcomes to be identified.
- e. The Plan shall identify contractor's role in conducting strategic planning/coordination and providing technical analysis, coordination, facilitation and consultative services for all outreach meetings and activities, work groups, and/or safety summits as outlined in the Stakeholder Engagement Plan.
- f. The Plan shall include contractor providing three (3) individual facilitators to facilitate workshops and breakout sessions as well as write comprehensive meeting notes, capture action items, and provide a complete set of meeting minutes after each coordination meeting and breakout session.
- g. The plan shall identify meeting workplans and schedules for all outreach sessions/work activities and deliverables including technical analyses, meeting summaries and other informational materials. Document and summarize outreach for Caltrans Contract Manager and include in the SHSP process documentation.
- h. The Plan must describe roles and responsibilities for providing outreach activities/events, public engagement activities/events, web content, informational materials, graphic design, project branding and fact sheets.
- i. Contractor shall prepare and provide the content described below for the following internal and external Caltrans websites:
 - 1) Americans with Disabilities Act (ADA) remediated version of the SHSP (.docx and .pdf) for the SHSP website: <https://dot.ca.gov/programs/safety->

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[programs/shsp](#) and <https://safetyprograms.onramp.dot.ca.gov/hsip-implementation-plan>.

2) Content shall include:

- Schedules of planned stakeholder outreach activities.
- Minutes, agendas, and action plans in formats that meet professional standards.

j. Contractor shall include the following elements in the Stakeholder Engagement Plan as part of the Technical Proposal:

- 1) The draft Stakeholder Engagement Plan, as described in the **Technical Proposal, Attachment 2**, shall include a concise written summary specifying the purpose of the engagement, targeted input to be collected, type of engagement activities anticipated, target audience (stakeholder list), and an estimated timeline showing how stakeholder engagement activities will correspond to the development of the SHSP and SHSP Implementation Action Plan.
- 2) The public engagement process is expected to include public notification, advertisement, social media, event planning, workshop facilitation and virtual engagement. Contractor shall create materials (fact sheets, presentations, and surveys) to conduct stakeholder and public engagement that will generate meaningful discussion and gather information, which will help guide decision-making for the SHSP and SHSP Implementation Action Plan.

G. Task 7: Safety Data Analyses and Reporting

The goal/objective for **Task 7** is to provide and produce high-quality safety data analyses and reporting for the SHSP, a data-driven strategic plan.

The Task 7 deliverables are:

Task # 7 Work Products/Deliverables	Acceptance Criteria
7.1.1 Systemic safety data	<ul style="list-style-type: none">• Contractor shall complete and satisfy all tasks, analyses, evaluations and outcomes as described in section 7.1 below.• 10 years of collision data suitable for web posting and running data queries. The updated data is due annually in Quarter 1.• Information will update existing SHSP Crash Data Dashboard (https://shsp.dot.ca.gov/)
7.1.2 Updates to the SHSP Crash Data Dashboard	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations

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	<p>and outcomes as described in section 7.1 below.</p> <ul style="list-style-type: none">• Formatted data with associated “headers” on a specified spreadsheet• Dashboard to be updated annually in Quarter 1 with provisional data (95% valid)• Dashboard to be updated every 24 months with finalized data throughout the life of the contract
7.1.3 Safety Data Fact Sheets	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations and outcomes as described in section 7.1 below.• To be posted online (https://dot.ca.gov/programs/safety-programs/shsp)• Updates to the fact sheets are due annually in Quarter 1
7.1.4 Strategy and Countermeasure Selection and Prioritization Report	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations and outcomes as described in section 7.1 below.• Due within one (1) year after Notice to Proceed
7.1.5 10-Year Trend Analysis Report	<ul style="list-style-type: none">• Contractor shall complete and satisfy all of the tasks, analyses, evaluations and outcomes as described in section 7.1 below.• Incorporate recommendations from the SWOT analysis in Task 2. Due within one (1) year after Notice to Proceed; Shall be updated every two (2) years throughout the life of the contract.• Shall be delivered via email to the Caltrans Contract Manager in a Word or PDF format

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7.1 Requirements:

The Task 7 requirements are:

All elements of the SHSP, from development to evaluation and implementation, require systemic analyses and effective use of state, regional, local, and tribal safety data. Data will enable SHSP participants to identify safety problems, select proper strategies and countermeasures, monitor progress toward achieving SHSP goals and objectives, measure the effectiveness of SHSP strategies, identify needed improvements and direct limited resources to the highest potential for reducing fatalities and serious injuries. Safety data is fundamental to SHSP development, evaluation, and implementation. Of all the data types needed to execute and evaluate an SHSP, perhaps the most frequently used are crash data. Other safety data (e.g., vehicle, roadway, behavioral) also can and should be used to effectively inform SHSP decisions.

The contractor shall address and/or incorporate the following specific criteria (items a through f) for safety data analyses and reporting:

- a. Data Support for SHSP evaluation, development, enhancement, and implementation. The data elements comprise the following supporting SHSP development and enhancement:
 - 1) Crash Data – Safety needs of, and high-fatality segments of, all public roads and roads on tribal lands.
 - 2) Findings of road safety audits
 - 3) Rural roads, including all public roads, commensurate with fatality data
 - 4) High-Risk Rural Roads
 - 5) Injury Surveillance
 - 6) Roadway and Traffic
 - 7) Vehicle – VIN, registration information and plate, age/model/year, weight, etc.
 - 8) Driver – Age, DOB, driver history (previous convictions and crashes), license status, gender, ethnicity, education, and training.
 - 9) High-Risk Rural Roads
 - 10) Older Drivers and Pedestrians aged 65 or older – FHWA's Highway Design Handbook for Older Drivers and Pedestrians (2001 or updated revision).
 - 11) Law enforcement – Citations, prosecutions, convictions, sentencing, case tracking and adjudication.
 - 12) Other – Statewide occupant protection use survey, insurance data and demographic data.
 - 13) Bicycle – OTS Traffic Safety Report Card, National Household Travel Survey, etc.
 - 14) Pedestrian – Centers for Disease Control, National Electronic Injury Surveillance System-All Injury Program, CA Dept. of Health Services.

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- 15) California Department of Public Health's Safe and Active Communities Branch-Injury Surveillance and Epidemiology Section-Epicenter Injury Surveillance and Crash Medical Outcomes data.
- 16) Socio-economic data from multiple federal, state, and local sources.
- b. Analyze and compile systemic safety data—regarding fatalities and serious injuries statewide—to address safety problems and opportunities for all users on all public roads. Consultant team will use safety analysis tools such as the HSM Safety Analyst, Interactive Highway Safety Design Manual, and other methods to include trend and benefit/cost analyses to help identify safety issues and determine strategies for improvement. Compile data files for 10 years of collision data suitable for web posting and running data queries.
- c. Develop and/or enhance the SHSP Crash Data Dashboard comprised of formatted data with associated “headers” on a specified spreadsheet. Spreadsheet will be provided by the Division of Safety Programs. The current dashboard was developed to provide SHSP implementers with direct access to crash data to support data-driven implementation of the SHSP. The dashboard currently uses finalized crash data from the Fatality Analysis Reporting System (FARS) and the Statewide Integrated Traffic Records System (SWITRS). The dashboard allows for filtering of the number and characteristics of fatal and serious injury crashes over the last 10 years. Some filtering options include:
- 1) SHSP Challenge Area
 - 2) Crash Severity
 - 3) Location: District, County, Metropolitan Planning Organization (MPO), and City
 - 4) Crash Cause
 - 5) Crash Time
 - 6) Crash Party and Victim Demographics
- d. Investigate crash trends, types, and contributing factors, or use advanced methods as featured in the Highway Safety Manual (HSM). Update easy-to-use Safety Data Fact Sheets based on Challenge Areas and priorities for the SHSP.
- e. Develop a Strategy and Countermeasure Selection and Prioritization Report. High priority shall be given to those strategies and countermeasures that could significantly reduce highway fatalities and serious injuries in the key emphasis (Challenge) areas. Consideration should also be given to systematic safety improvements, which address high-risk roadway features that are correlated with specific severe crash types, rather than crash frequency. Low-cost countermeasures (e.g., rumble strips) are ideal to apply on a systematic basis.
- f. Develop a comprehensive 10-year Trend Analysis Report with recommendations incorporated from the SWOT analysis detailed in **Task 2**. The 10-year analysis shall include the following elements and products:
- 1) Statewide incidents by collision type.
 - 2) Individual counties & collision type.

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- 3) SHS vs. non-SHS & collision type.
- 4) Urban vs. rural & collision type.
- 5) Facility type.
- 6) Location characteristics (urban vs. rural, intersection vs. segment, tangent vs. curve).
- 7) Heat maps for county-level collision data.
- 8) Methodology(s) used for individual analyses.
- 9) Challenges and opportunities of systemic analyses.
- 10) Importance of future systemic analyses.
- 11) Bundle data in publication form for posting on the web page and use by multiple stakeholders.

H. Task 8: Implement a Safe System Approach (SSA)

The goal/objective of **Task 8** is to facilitate implementation of the Safe System Approach—an SHSP Guiding Principle—that aims to eliminate fatal and severe injuries for all road users statewide through a holistic view of the roadway system.

The Task 8 deliverables are:

Task # 8 Work Products/Deliverables	Acceptance Criteria
8.1.1 SSA Framework 8.1.2 Performance Methodology Report 8.1.3 SSA Implementation Action Plan per the specified criteria (a – d)	8.1.1 Due withing one (1) year of Notice to Proceed 8.1.2, 8.1.3 Due within two (2) years of Notice to Proceed

This means developing a SSA framework, consistent with FHWA's SSA guidance and five foundational principles, and a SSA Implementation Action Plan.

The SSA commits to zero deaths by addressing every aspect of collision risk through the following five (5) foundational principles: *safe road users, safe vehicles, safe speeds, safe roads, and post-collision care.*

8.1 Requirements:

The Task 8 requirements are:

The contractor shall develop the SSA Framework, Performance Measurement Methodology Report and SSA Implementation Action Plan that addresses and/or incorporates the following specific criteria (items a through d):

- a. Develop a document summarizing the Safe System Approach and how it relates specifically to the California SHSP. The SHSP should also be consistent with FHWA's guidance on incorporating the Safe System Approach and the five (5) foundational principles listed above in italics.
- b. Develop a Safe System Approach Framework featuring immediate (one year),

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near-term (two to five years) and long-term (greater than five years) strategies advancing the Safe System Approach in California with specified measures of success. The timelines are benchmarks for raising awareness and building support in one year, developing and disseminating resources and tools in two (2) to five (5) years, and institutionalizing practices of prioritizing safety using the Safe System approach and creating a Safety Culture beyond five (5) years.

- c. Develop performance indicators to measure and document the success, challenges, and opportunities of implementing a Safe System Approach in California.
- d. Develop an SSA Implementation Action Plan with timelines appropriate to those listed in **Task 8.1.b** above.

I. Task 9: Integrate Equity

SHSP Working Definition of Equity

The goal/objective of **Task 9** is to integrate equity—an SHSP Guiding Principle—into the 2025-2029 SHSP and 2025-2029 SHSP Implementation Action Plan.

The Task 9 deliverables are:

Task # 9 Work Products/Deliverables	Acceptance Criteria
9.1.1 Six (6) one-hour training modules (web-based and self-paced) on incorporating equity into the SHSP	<ul style="list-style-type: none">• Three (3) are due within two (2) years of Notice to Proceed• Three (3) are due by the end of the contract term.• To be sent to the Caltrans Contract Manager via email
9.1.2 Evaluation Report on incorporating equity into all the SHSP strategies and actions	<ul style="list-style-type: none">• Due within three (3) years of Notice to Proceed• Report will feature data analysis, recommendations for process improvements and evaluation of existing and proposed action items regarding implementing equity into the SHSP.• To be sent to the Caltrans Contract Manager via email

9.1 Requirements:

The Task 9 requirements are:

Equity will be integrated into all aspects of the SHSP, including the five key strategies of Engineering, Enforcement, Education, Emergency Response and Emerging Technologies, so that a comprehensive, inclusive, and equitable approach can be

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taken to implement solutions to save lives on all of California's public roads. Everyone has the right to travel safely on California's public roads – regardless of race, socioeconomic status, gender, age, and ability; and, therefore, when the SHSP is developed, the provisions will reflect that equity means considering any historical, present-day, and systemic biases so that safety is improved for all groups, particularly our most vulnerable and traditionally underserved populations.

The contractor will integrate equity into the SHSP and Implementation Action Plan by addressing and/or incorporating the following specific criteria (items a through f):

- a. Formally incorporate equity into implementing all SHSP strategies, currently proposed actions and future action development criteria and evaluation.
- b. Coordinate with the SHSP Equity-Related Working Group to identify new actions and/or activities furthering efforts to integrate equity into the SHSP.
- c. Expand data sets to include socio-economic data and evaluate existing ones for inherent biases.
- d. Develop SHSP six (6) one-hour training modules (web-based) on integrating equity into the SHSP. The target audience for these self-paced training modules are Caltrans Safety Programs and Traffic Operations staff.
- e. Increase participation from individuals or agencies representing traditionally underserved populations in the SHSP Committee and team membership at all levels. Ensure outreach activities are inclusive of, and targeted to, traditionally underserved and vulnerable populations.
- f. Develop an Evaluation Report on incorporating equity into all the SHSP strategies and actions. The Evaluation Report will have three (3) major elements: data analysis, recommendations for process improvements and evaluation of the existing and proposed action items regarding implementing equity into the SHSP.

J. Task 10: Mid-Term Evaluation Report

The goal/objective of **Task 10** is to develop a mid-term Evaluation Report, which ensures progress is made and completed on all SHSP action items. Essentially, this report supports a current program evaluation of the SHSP processes and performance.

The Task 10 deliverables are:

Task # 10 Work Products/Deliverables	Acceptance Criteria
10.1 Mid-Term Evaluation Report	<ul style="list-style-type: none">• To be sent to the Caltrans Contract Manager via email.• Due within 2.5 years of Notice to Proceed

10.1 Requirements:

The Task 10 requirements are:

The contractor shall develop a mid-term evaluation report of the SHSP efforts

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and related implementation incorporating the following specific criteria:

- a. FHWA's SHSP Evaluation Process Model.
- b. Trend analysis of fatalities and severe injuries on all public roads.
- c. Review each SHSP action to determine if sufficient progress is being made (conducting analysis), ongoing sufficient progress – performance indicators measuring actions.
- d. Report on findings.
- e. Revise the SHSP documents as necessary.

K. Task 11: Reporting & Training/Knowledge Transfer

The goal/objective of **Task 11** is to develop institutional reporting, training, and knowledge transfer on the entire SHSP processes, which are essential to maintain and achieve the SHSP's goal to reduce traffic fatalities and serious injuries to Zero on all California roads.

The Task 11 deliverables are:

Task # 11 Work Products/Deliverables	Acceptance Criteria
11.1.1 Monthly progress report	<ul style="list-style-type: none">• To be sent to the Caltrans Contract Manager via email with monthly invoice• Due: No later than the 10th of each month
11.1.2 Annual Executive Report	<ul style="list-style-type: none">• To be sent to the Caltrans Contract Manager via email• Due by November 30th each year of the contract
11.1.3 Weekly progress updates	<ul style="list-style-type: none">• To be delivered in weekly calls with Caltrans Contract Manager
11.1.4 & 11.1.5 Training and Knowledge Transfer <ul style="list-style-type: none">• Four (4) training modules on all SHSP strategies and elements• Up to four (4) one-day virtual training sessions	<ul style="list-style-type: none">• Prepare and deliver all materials needed for training and knowledge transfer (presentations, guidance, desk references, etc.) to the Caltrans Contract Manager via email• Lead up to four (4) one-day virtual training sessions; Schedule and attendee list to be arranged with Caltrans Contract Manager• All materials, including presentations, shall be sent to the Caltrans Contract

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	Manager via email; Due within six (6) months of the end of the contract.
11.1.6 Ad-hoc reports/articles	<ul style="list-style-type: none">• Minimum of three (3)• Shall highlight noteworthy practices and accomplishments• To be delivered to the Caltrans Contract Manager for posting on the SHSP website• Due every two (2) years for the life of the contract.

11.1 Requirements:

The Task 11 requirements are:

The trainings and knowledge transfers will equip both internal and external staff with the tools and skills needed for maintaining consistency in developing and implementing the SHSP as well as identify new or improved courses of action to better meet the SHSP goal.

The contractor shall provide and/or develop institutional reporting, training, and knowledge transfer on the entire SHSP processes, including the SHSP planning efforts and related implementation incorporating the following specific criteria (items a through f):

- a. Prepare a monthly Progress Report to submitted with the monthly invoice no later than the 10th day of each month. This report must detail specific tasks undertaken the previous month and correspond directly with the billed amount for these work activities.
- b. Due November 30th of each year, prepare an Annual Executive Report. This report shall cover the following:
 - 1) Analysis of annual safety data and reduction of fatalities and severe injuries, according to the Safety Performance Management Targets, Challenge Areas, and per county utilizing data sources and methods.
 - 2) Tribal safety data as available.
 - 3) Progress of SHSP actions.
 - 4) Stakeholder involvement and safety efforts at the local and regional levels.
 - 5) Safety efforts by organizations participating on the SHSP Steering Committee and/or Executive Leadership.
- c. Provide weekly progress updates.
- d. Develop four (4) training modules on all SHSP strategies and elements with a maximum of up to four (4) one-day virtual training sessions. The consultant-led training sessions will cover the following SHSP topics: planning and development processes; data analysis and technical tools; developing, tracking, and monitoring

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SHSP Action Items; SHSP implementation; stakeholder outreach; public awareness; developing communication materials; and administration (project management, invoicing, meeting summaries, scheduling, etc.). Consultant shall prepare and deliver materials needed for training and knowledge transfer in the form of presentations, guidance, desk references, etc.

- e. Produce training material handouts and reference information for training sessions.
 - f. Develop and publish a minimum of three (3) ad-hoc reports/articles highlighting Noteworthy Practices and accomplishments for public education and awareness purposes as directed by the SHSP Steering Committee and key stakeholders via the Caltrans Contract Manager. These reports/articles will be posted by Caltrans on the SHSP webpage and shared with transportation partners.
 - g. Contractor, in collaboration with Caltrans staff, shall provide assistance with Public Relation Services (PRS), including, but not limited to, public service announcements, press releases, broadcast media, media kits, news conferences, outreach activities/events, public engagement activities/events, social media, web content, graphic design, project branding and fact sheets when necessary.
10. All PRS-related work performed by Contractor shall be appropriately reviewed and approved by Caltrans Contract Manager and Caltrans District Chief Public Relations Officer (PIO)/Assistant Deputy Director of Public Affairs prior to implementation/release. Caltrans Contract Manager/District Chief PIO will report all PRS-related activities and events to Caltrans Headquarters Public Affairs Office on the Week Ahead Report (WAR) and the Day Ahead Report (DAR).

Contractor shall comply with Governor's Memo 02-18-2011 that prevents State spending on promotional and marketing items.

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Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon approval of services by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor for actual expenditures incurred in accordance with the rates in **Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall include the Agreement Number, dates of services, number of hours by classification per numbered tasks performed during the period, location and/or district associated with tasks performed (as applicable), monthly progress reports; receipts for approved other direct costs (as detailed in the **Cost Proposal, Attachment 1**), and any other applicable items from **Attachment 1** and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation
Office of Strategic Safety and Implementation
Attention: TBD, Contract Manager
1120 N Street
Sacramento, CA 95814
- C. Progress payments will be made based on services provided and actual costs incurred. Not less than 10 percent (10%) of the Agreement amount shall be withheld pending final completion of the Agreement. The retention amount will be paid to the Contractor after Caltrans has evaluated the Contractor's performance and made a determination that all Agreement requirements have been satisfactorily fulfilled.
- D. Hours and/or funds may be shifted between tasks and sections only after approval of contract amendment(s) for such modifications by Caltrans and DGS. For any proposed shifts in hours and/or funds the Contractor must provide written justification and updated pages of **Attachment 1, Cost Proposal** reflecting the new total for each task and/or section to the Caltrans Contract Manager. A contract amendment must be processed and approved by Caltrans and DGS for the modification to be effective.
- E. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

2. Budget Contingency Clause

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

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- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 and all agreements must comply with Public Contract Code Sections 10262 and 10262.5.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by Caltrans.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Rates

Rates for these services may be found on **Attachment 1** of this document.

5. Allowable Costs and Payments

- A. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources (CalHR) rules.
- B. Contractor shall not commence performance of work or services until this Agreement has been approved by Caltrans. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.
- C. The total amount payable by Caltrans shall not exceed **\$TBD**.

6. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures in 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, or 2 CFR, Part 200, are subject to repayment by Contractor to Caltrans.

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

7. Excise Tax

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

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Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, Contractor may be liable to Caltrans for damages including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor or immediately in the event of default or material breach by Contractor.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days' notice to Contractor.

3. Evaluation of Contractor

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

4. Non-Solicitation

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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5. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the **Bidder Declaration (GSPD-05-105), Attachment 3**.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute subcontractor.

6. Contractor's Reports and/or Meetings

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

7. Publication

- A. Other than as provided in **section 3 of Exhibit E** hereof, the Contractor shall not copyright any deliverable(s) developed and funded under this Agreement.
- B. Contractor shall have the right to publish any and all information, conclusions and developments (except that which is designated as **CONFIDENTIAL** by the State resulting from work conducted under this Agreement).
- C. Any publication by Contractor shall give proper credit to the State. All publications shall bear an appropriate inscription acknowledging the State's copyright ownership to the Work and Deliverable(s) (including but not limited to, all reports, design materials, advertisements, training materials, writings, articles, computer programs, inventions and any documentation related to the Agreement) consisting of a "c" in a circle followed by the four-digit year in

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which the Work or Deliverable was produced, followed by the words "California Department of Transportation. All rights reserved."

- D. Contractor shall submit to the State any materials released for publication simultaneously with submission to the publisher for the purpose of comment and review by the State with respect to the presence of patentable, confidential, and/or proprietary subject matter within the materials released for publication.
- E. Caltrans will take all reasonable steps to have United States Patent Applications, or other appropriate protection of intellectual property, filed prior to the time the information, conclusions or developments are published or otherwise made available to the public.
- F. Contractor agrees to keep confidential any proprietary information supplied to it by the State during the course of the Agreement and designated in writing as "**CONFIDENTIAL**". Such information will not be included in any published material without the prior written approval of the parties.
- G. All publications shall contain the following disclaimer in a separate section preceding the main body of the document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."

8. Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- B. Permission to disclose information on one (1) occasion or public hearing held by Caltrans relating to this Agreement shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- C. Contractor shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans' staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by Contractor to any entity, other than Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

9. State-Owned Data—Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

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- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
- 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

10. Report Disabled Veteran Business Enterprise (DVBE) Utilization

If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059)

(<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM3059>) to Caltrans Contract Manager with each invoice.

If Contractor fails to submit the ADM-3059 with the final invoice, Caltrans Contract Manager shall withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on the Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the ADM-3059 from within this 30-day period, Caltrans shall permanently withhold payment of the final invoice.

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Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s).

11. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?fmid=ADM3059>) to Caltrans Contract Manager with each invoice.

12. DVBE Participation (Required)

- A. Contractor has complied with the requirements of Public Contract Code Sections 10115 et seq. DVBE participation requirements achieved are expressed as a percentage of the estimated dollar value of this Agreement and are identified on the **Bidder Declaration (GSPD-05-105), Attachment 3**.
- B. The following participation requirement is Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended*

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

13. Substitutions of DVBEs

DVBE subcontractors shall be used per the California Code of Regulations, Title 2, Section 1896.70 unless a substitution is approved in writing by the DGS, Office of Small Business and Disabled Veteran Business Enterprise (OSDS). A DVBE subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation goal stated in the bid.

- A. Contractor shall simultaneously notify the DVBE and Caltrans Contract Manager of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. Contractor shall submit the following to Caltrans Contract Manager:
 - 1) proof of delivery, provide the certified mail receipts.
 - 2) A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.
 - 3) The name and supplier number of the business being substituted and the name and supplier number of the proposed replacement. If a DVBE cannot be identified as a replacement, the Contractor shall document the absence of DVBEs. This documentation shall include but is not limited to:
 - a. Contact the Caltrans Small Business Advocate at smallbusiness.advocate@dot.ca.gov and the Department of Veterans Affairs at advocate@calvet.ca.gov regarding the absence of DVBEs to perform the specific work.
 - b. Search results from the DGS website for DVBEs to perform the specific work.

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- c. Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.
 - d. Documented communication with DVBEs describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.
- B. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to the Contractor and the Caltrans Contract Manager.
- C. When written oppositions to a substitution are filed, Caltrans shall grant the DVBE a hearing. The hearing notice shall be issued within five (5) business days from receipt of the opposition. If Caltrans grants the substitution, continue to G, below.
- D. Caltrans Contract Manager shall submit the substitution request to the DGS, OSDS:
 - 1) The request must meet the criteria as specified above or Section 4107 of the Public Contract Code for Public Works.
 - 2) The substitution request shall be accompanied by the hearing decision, when applicable.
- E. The OSDS will respond to substitution requests within three (3) business days. The OSDS shall consent to the substitution of another DVBE, or in the absence of a DVBE, a California certified Small Business in any of the following situations:
 - 1) When the DVBE becomes bankrupt, insolvent or goes out of business.
 - 2) When the DVBE does not perform as listed in the Bidder Declaration.
 - 3) When the DVBE does not meet the bond requirements of the contractor.
 - 4) When the DVBE's name is incorrect due to an inadvertent clerical error. In the case of public works contracts, compliance with § 4107.5 of the Public Contract Code is required.
 - 5) When the DVBE is not licensed as required by any State of California regulatory agency.
 - 6) When Caltrans, or its duly authorized officer, determines that the DVBE:
 - a. Did not perform in accordance with the plans and specifications; or
 - b. Has delayed or disrupted the progress of the work.
- F. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq.) or any Agreement requirements relating to substitution of subcontractors.
- G. Contractors who proceed with work pending a substitution decision may be subject to Agreement termination, recovery of damages under rights, remedies and penalties. This is outlined in Military and Veterans Code Section 999.9, Public Contract Code Sections 10115.10 or 4110 (applies to public works only). Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.
- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually

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performing, managing, or supervising the work involved that is normal for its business services and functions.

- I. The Contractor shall maintain records of all subcontracts entered into with DVBE Subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by Contractor or his authorized representative and the summary shall be furnished to the Caltrans Contract Manager.

14. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

15. Prohibition from Bidding

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

16. Consultant Contractor's Rights and Obligations

Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement.

17. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits and Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if Caltrans chooses, two representatives of Caltrans' choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than 30 days after issuance of the final audit report, Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in

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writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for Caltrans. The final decision will be made within three (3) months of receipt of the notification of dispute.

- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse Contractor from full and timely performance, in accordance with the terms of this Agreement.

18. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

19. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

20. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

21. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force

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and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

22. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit E
Consulting Services Agreement (State)

Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement **51A0573**.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of its subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

- A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

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Consulting Services Agreement (State)

Caltrans, State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement.

2) This endorsement must be supplied under form acceptable to DGS, ORIM.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the Caltrans Contract Manager.

D. Satisfying a Self-Insured Retention (SIR)

All insurance required by this contract must allow, but not require, the State to pay any SIR and/or act as the Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as the Contractor's agent in satisfying any SIR, the Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

In the event the insurance coverages obtained by the Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to the Contractor shall also be available and applicable to the State.

3. Ownership of Proprietary Property

For the purposes of this section (**Ownership of Proprietary Property**) of **Exhibit E** of Contract **51A0573** (herein after referred to as "this Agreement") the following definitions shall apply:

Work: As delineated in **Exhibit A** of the Agreement.

Work Product: As defined as deliverable in **Exhibit A** of the Agreement, including, but not limited to, all Work and deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

Exhibit E
Consulting Services Agreement (State)

Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by Contractor or jointly with Contractor's Subcontractor and/or Contractor's Subcontractor's employees with one or more employees of Caltrans, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

A. Ownership of Work Product and Rights

- 1) **Ownership of Work Product and Copyright Rights:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees, and/or by any of the Contractor's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Contractor, its employees, and/or the Contractor's Subcontractor's employees for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

- 2) **Vesting of Copyright Rights:** Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, both Work Product considered, by operation of law, to be works for hire for Caltrans and Work Product which, by operation of law, may not be considered work made for hire by Contractor, its employees, the Contractor's Subcontractor, and/or the Contractor's Subcontractor's employees for Caltrans. From time to time upon Caltrans' request, the Contractor, its employees, the Contractor's Subcontractor, and/or the Contractor's Subcontractor's employees shall confirm such assignments by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

- 1) **Vesting of Patent Rights:** The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees hereby agree to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans' property regardless of whether such protection is sought. The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor employees shall promptly make a complete written disclosure to Caltrans

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- of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that the Contractor, its employees, Contractor's Subcontractor, and/or the Contractor's Subcontractor's employees believe to be new or different. The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall, upon Caltrans's request and at Caltrans's expense, cause patent applications to be filed thereon, through attorneys designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall give Caltrans and its attorneys all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent of this Agreement.
- 2) **Agency:** In the event that Caltrans is unable for any reason whatsoever to secure the Contractor's, its employees', Contractor's Subcontractor's, and/or Contractor's Subcontractor's employees', signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees hereby irrevocably designate and appoint Caltrans and its duly authorized officers and agents, as its/their agent and attorney-in-fact, to act for and on Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees behalf and stead, to execute and file such applications and do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, and/or patents thereon with the same legal force and effect as if executed by Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees. Caltrans shall have no obligations to file any copyright, trademark, or patent applications.
- 3) **Avoidance of Infringement:** In performing services under this Agreement, Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees become aware of any such possible infringement in the course of performing any work under this Agreement, Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall immediately notify Caltrans's Contract Manager of same in writing.
- 4) **Pre-Existing Works and License:** Contractor acknowledges that all Work Product shall be the sole and exclusive property of Caltrans, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify Caltrans' Contract Manager in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to Caltrans a non-exclusive, perpetual, royal-free license to utilize the Pre-existing Works in connection with the Work Product.

C. Additional Provisions

Exhibit E
Consulting Services Agreement (State)

Subcontractors: Contractor shall affirmatively bind by contract any of its Subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this Exhibit E. Contractor's Subcontractor shall then provide the signed contract to the Contractor, who shall provide it to Caltrans' Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor of same in writing, and Contractor shall then immediately notify the Caltrans's Contract Manager of same in writing.

D. Ownership of Data:

- 1) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine-readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- 4) Any sub-agreement or subcontract in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

4. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

PROJECT TIMELINE

[illegible]

ATTACHMENT 5
DELIVERABLE ACCEPTANCE DOCUMENT

Contractor Name:
Customer: California Department of Transportation
Agreement and Project Numbers:
Contract Number: 51A0573
Deliverable Title:
Deliverable Completion Date:
Total Cost of Deliverable (with holdback):
Total Cost of Deliverable (without holdback):

SPECIFIC AND MEASURABLE DESCRIPTIONS OF (A) DELIVERABLES, (B) REQUIREMENTS FOR EACH DELIVERABLE; AND (C) ACCEPTANCE CRITERIA/TESTS FOR EACH DELIVERABLE:

ATTACHMENT 5
DELIVERABLE ACCEPTANCE DOCUMENT

Acceptance Criteria

California Department of Transportation:

- ☐ Deliverable Accepted – no revisions or modifications are required.
- ☐ Deliverable Conditionally Accepted - Revisions or modifications below are required before final acceptance.
- 1.
 - 2.
- ☐ Deliverable is Rejected – Deficiencies are noted below:
- 1.
 - 2.

Article I. Signatures

This Deliverable is accepted in accordance with contract requirements of [Agreement Number]:

_____ Approved by (State signature)	_____ Position Title	_____ Date
_____ Approval Acknowledged by (Contractor signature)	_____ Position Title	_____ Date