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REQUEST FOR PROPOSALS (RFP) NO. 10-51-048-00

ON-CALL RIGHT OF WAY APPRAISAL SERVICES

IMPORTANT DATES

RFP ISSUED	December 23, 2009
PRE PROPOSAL CONFERENCE	Not Applicable
REQUESTS FOR CLARIFICATION DEADLINE	January 14, 2010
PROPOSALS DUE	January 26, 2010
AWARD DATE (Tentative)	March 10, 2010



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REQUEST FOR PROPOSALS NO. 10-51-048-00 ON-CALL RIGHT OF WAY APPRAISAL SERVICES

NOTICE INVITING PROPOSALS

Potential Proposer(s):

The Riverside County Transportation Commission (Commission) is seeking proposals from qualified and responsible firms to provide on-call appraisal services, as described more fully in Request for Proposals (RFP) No. 10-51-048-00.

PROJECT SUMMARY AND MILESTONES:

- Contract Type: Fixed Unit Rate, Indefinite Quantity/Indefinite Delivery (i.e., Task Order) Contract.
- Proposal Release Date: Wednesday, December 23, 2009
- Minimum Insurance Requirements: (see *Appendix B, Sample Contract Form, Paragraph 3.12*)
- Period of Performance: Three (3) base years with two (2) single-year options, exercised at the Commission's sole discretion, for a total period of performance of up to five (5) years.
- DBE Requirements: Some tasks may be subject to Part 26, Title 49, Code of Federal Regulations (CFR), entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs (Regulations). The Regulations and Caltrans DBE program, which has been adopted by the Commission, are incorporated in their entirety herein by this reference. Bidders are to be fully informed respecting the DBE requirements, the Regulation and Caltrans DBE program.
- Proposal Due Date: Tuesday, January 26, 2010 at 2:00 p.m.
- Number of Copies: One (1) original and four (4) copies
- Pre-Proposal Conference: Yes No
- Commission Contact: Matt Wallace, Procurement and Assets Administrator at (951) 787-7908 or mwallace@rctc.org.

Interested parties are encouraged to download the RFP package from the Commission's website. To access the website, please go to www.rctc.org and select "RFPs." To obtain a copy by regular mail, please contact Matt Wallace, Procurement and Assets Administrator, at mwallace@rctc.org or Riverside County Transportation Commission, P.O. Box 12008, Riverside, CA 92502-2208, or via facsimile at (951) 787-7906.



In your request, please reference RFP No. 10-51-048-00 and include the following information in your written request:

Name of company	Telephone number
Street address, city, state, zip code	Fax number
Contact person	E-mail address (if any)

For pickup, please see Matt Wallace in the Commission's office at 4080 Lemon Street, 3rd Floor, Riverside, CA 92501, between 9:00 a.m. and 11:30 a.m., and 1:00 p.m. and 4:00 p.m. Please call ahead to arrange pick up. There is no charge for the RFP documents.

Proposals must be delivered to the Commission office by no later than **2:00 p.m.** on Tuesday, January 26, 2010.

If awarded, the contract award(s) will be made to the proposer(s) earning the highest total evaluation score based on the proposal evaluation criteria detailed under the terms of the RFP. The Commission reserves the right to reject any or all proposals, to waive informalities or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

Issued by:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Matt Wallace

Matt Wallace
Procurement and Assets Administrator

1.0 INTRODUCTION AND BACKGROUND

1.1 Introduction

The public agency issuing this RFP is the Riverside County Transportation Commission (Commission). The Commission was created pursuant to California State law, and is responsible for: 1) Coordinating state highway planning; 2) Adopting regional Short Range Transit Plans; 3) Coordinating transit services; 4) Allocating Transportation Development Act funds; and 5) Coordinating county highway and transit plans with regional and state agencies. Over time, the Commission was charged with several expanded roles, including its role as the principal agency in Riverside County managing the Service Authority for Freeway Emergencies (SAFE), the Congestion Management Program, and the Measure A half-cent sales tax for transportation.

With the passage of Measure A in 1988, \$100 million was identified and committed to the development and implementation of a commuter rail system to serve Riverside County residents and, as a result, THE COMMISSION participates in the ongoing funding and governance of the Southern California Regional Rail Authority (SCRRA), known as "Metrolink". The Commission owns and operates all five (5) commuter rail stations serving Riverside County, and it is planning to add four (4) additional rail stations and a transit center in the very near future.

1.2 Background

The Commission's Right of Way Management Department is responsible for supporting project development and delivery through the acquisition and management of required right of way in the most economical, efficient, and timely manner.

The Riverside County Transportation Commission is issuing this Request for Proposal (RFP) to solicit proposals from qualified consultants to provide on-call right of way appraisal services for developed or undeveloped residential, commercial, industrial, agricultural, and railroad properties on an on-call/as needed basis in support of current Commission Projects and future Measure A Projects. Funding for the contract resulting from this RFP may come from federal, state and/or local funds.

2.0 GENERAL INFORMATION

2.1 Description of Work

2.1.1 Work Summary

The complete scope of services is detailed in the attached Statement of Work (see *Appendix A*). In summary, the Commission requires the services of six to seven firms to provide on-call right of way appraisal services for developed and undeveloped residential, commercial, industrial and agricultural properties located throughout Riverside County.

The selected proposer(s) shall produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale

or disposition of excess/surplus properties. The Consultant will be required to comply with all applicable federal, state, and local laws and regulations.

In order to establish a bench of qualified contractors, the Commission intends to award contracts to six to seven qualified firms. The successful proposer(s) may be awarded a contract to provide as-needed services with specific details to be contained in individual Task Orders. Task Orders will be issued to the consultants on the established bench by the Commission project manager on a qualifications/rotational basis.

3.0 INSTRUCTIONS TO OFFERORS

3.1 Pre-Contractual Expenses

The Commission shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Proposer(s) in preparing its proposal in response to this RFP, negotiating with the Commission any matter related to the proposal, or any other expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

3.2 Contract Type

The Commission intends to award a fixed unit rate, indefinite delivery/indefinite quantity (i.e., Task Order) contract based upon the fully burdened labor rates and classifications detailed under the attached Proposal Pricing Form (Appendix H).

3.3 Period of Performance

The contract term or period of performance shall be for a three-year base period with two single-year options to extend the agreement for a total period of performance of up to five years. The option term may be exercised by the Commission, at its sole discretion, with sixty (60) days prior written notice to the Contractor.

3.4 Informed Proposer

Offerors shall review the Sample Contract Form (*Appendix B*) for a complete understanding of all terms and conditions included therein. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and proposer cannot secure relief on the plea of error.

3.5 Proposer Representations

By submitting a proposal, each proposer represents that it:

- 3.5.1 Has thoroughly examined and become familiar with the work described in the Statement of Work (*Appendix A*).
- 3.5.2 Understands the requirements of the Statement of Work, the nature and location of the work, and all other matters that can affect the work.

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- 3.5.3 Will honor its proposal for 120 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the Commission.
- 3.5.4 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- 3.5.5 Has reviewed the attached Sample Contract Form (*Appendix B*) and, other than through the request for clarification process described below in paragraph 3.7, will not seek to alter or revise its terms and conditions.
- 3.5.6 Will, if selected to perform the work, comply with all terms and conditions set forth in the contract associated with this procurement (Sample Contract form).
- 3.5.7 Will comply with:
- The Fair Employment and Housing Act, relating to non-discrimination, (California Government Code Sections 12900 et seq.).
 - Statutory requirements relating to “Whistleblower” requirements (California Labor Code Sections 1101 et seq.).
 - Statutory requirements relating to employment of undocumented aliens (California Public Contract Code, Section 6101).
 - Statutory requirements related to “prevailing wage” requirements (California Labor Code, Sections 1720 et seq.).

3.6 Addenda

The Commission reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Such addenda will be posted on the Commission’s website. Since such posting of addenda on the Commission’s website is considered constructive notice of the document change, potential proposers are encouraged to check the Commission’s website routinely for postings. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

3.7 Requests for Clarification

3.7.1 Submitting Requests

All requests for clarifications, changes, exceptions or deviations to the Statement of Work or terms and conditions set forth in this RFP must be submitted in writing via fax at (951) 787-7906, email at mwallace@rctc.org, or via regular mail to the Commission’s offices listed above.

All such requests must be clearly labeled “Written Questions” and must reference the subject RFP number and title. Requests must be received by the Commission no later than 4:00 p.m. on Thursday, January 14, 2010.

3.7.2 Commission Response

The Commission will respond to all written questions within a reasonable time period. For those which require a change to the RFP documents, a written addendum will be issued. Responses to written questions and addenda will be posted on the Commission's website. Therefore, all potential proposers to this subject RFP are encouraged to check the Commission's website frequently. The Commission will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

3.7.3 Exceptions or Clarifications to Sample Contract Form

Offerors shall familiarize themselves with the Sample Contract Form (*Appendix B*). The Commission intends to use the attached Sample Contract Form as the contract resulting from this RFP. Should the Offeror have concerns, questions, or recommended changes to the Sample Contract Form requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the Commission as set forth in paragraph 3.7.1. The Commission will review Offeror's concerns/recommendations and may post on the Commission's website Offeror's request and any comments from the Commission regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Offeror. Changes to the Commission's Sample Contract form shall be made at the Commission's sole and absolute discretion.

Consultants are reminded that requests for approved equals, deviations to insurance requirements or other terms and conditions, and questions or concerns about the Statement of Work should be submitted as part of the RFP clarification process.

3.8 Withdrawal of Proposal

The Consultant may withdraw its proposal before the opening of proposals by submitting a written request signed by an authorized representative of the firm and delivered to the Procurement and Assets Administrator.

3.9 Commission Rights

The Commission may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the Commission to issue a contract to implement this procurement.

Furthermore, the Commission reserves the right to:

- 3.9.1 Accept or reject any and all of the proposals, or any item or part thereof, at its discretion.
- 3.9.2 Make an award for a portion of the Statement of Work.
- 3.9.3 Award contracts to one or more contractor(s).
- 3.9.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.

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- 3.9.5 Issue a subsequent or concurrent RFP.
 - 3.9.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
 - 3.9.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
 - 3.9.8 Postpone RFP openings for its own convenience.
 - 3.9.9 Remedy or overlook technical errors in the RFP process.
 - 3.9.10 Appoint an Evaluation Committee to review RFPs.
 - 3.9.11 Seek the assistance of outside technical experts.
 - 3.9.12 Approve or disapprove the use of particular subcontractors.
 - 3.9.13 Establish a short list of offerors eligible for interview after review of written RFPs.
 - 3.9.14 Negotiate with any, all or none of the respondents to the RFP.
 - 3.9.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
 - 3.9.16 Accept other than the lowest monetary offer.
 - 3.9.17 Award a contract based upon initial offers.
- 3.10 The selected proposer(s) are required to comply with all relevant local, state, and federal laws, codes and ordinances. If proposer outsources any work or job to a sub-proposer, it will be the prime proposer's responsibility to ensure that all sub-proposers meet the requirements set forth in this RFP and the resultant contract.
- 3.11 Public Records Act
- 3.11.1 All records, documents, drawings, plans, specifications and other materials submitted by contractor(s) in its proposal and during the course of any work awarded shall become the exclusive property of the Commission and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The Commission's use and disclosure of its records are governed by this act.
 - 3.11.2 The Commission will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the act. The Commission will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the Commission be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the Commission's discretion, be deemed non-responsive.

3.11.3 The Commission will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

3.11.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate contractor(s) shall indemnify, defend and hold harmless the Commission in such litigation.

3.12 Protest Procedures

The Commission has on file a set of written protest procedures applicable to the solicitation. They may be obtained by contacting the designated Procurement Officer by fax at 951-787-7906. Any protest filed by a firm in connection with this RFP must be submitted in accordance with the Commission's written procedures.

3.13 Prohibited Prior Work

Any person or entity that has substantially assisted the Commission, or a consultant duly engaged by the Commission in preparing any aspect of the RFP or any cost estimate associated with this procurement is prohibited from submitting a proposal in response to this RFP. Consultants that received assistance from any such person or entity, or who will use the services of such person or entity in performing the services will be disqualified.

3.14 Prohibited Communications

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of the Commission, other than the Procurement Officer named in this RFP. Neither proposers, nor anyone representing a proposer, are to discuss this RFP with any consultant engaged by the Commission for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the consultant even if the contract has already been awarded.

3.15 Use of Subcontractors

3.15.1 The proposer awarded a contract by the Commission must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document or specific Task Order as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the Commission. The Commission reserves the right to reject any proposal to function as the prime consultant on the awarded contract. When approved, the subcontractor(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its subcontractor(s).

- 3.15.2 With prior approval of the Commission, the prime contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the Commission or any obligation on the part of the Commission to pay, or to be responsible for the payment of, any sums to the subcontractors.
- 3.15.3 The provisions of resultant agreement shall apply to all subcontractors in the same manner as to the prime contractor. In particular, the Commission will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the limitations and documentation requirements of resultant agreement.
- 3.15.4 Upon written request from the Commission, the contractor shall supply the Commission with subcontractor agreements.

4.0 INSURANCE REQUIREMENTS

The Commission requires consultants doing business with it to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract Form (*Appendix B*). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Intent to Award and prior to the commencement of any work under the terms of the contract.

5.0 PROCUREMENT SCHEDULE

5.1 Request for Clarification(s)

- 5.1.1 Deadline for requests for clarification, pursuant to paragraph 3.7 above, is January 14, 2010.

5.2 Proposal Deadline Date

Proposals must be received at the offices of the Commission on or before Tuesday, January 26, 2010, at 2:00 p.m.

Attention: Matt Wallace, Procurement and Assets Administrator

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

- 5.2.1 Proposals that are mailed through either regular or expedited mail service should be addressed to the Commission office as listed above.
- 5.2.2 Proposals received after the specified date and time may be considered non-responsive and returned to senders unopened.

5.3 Contract Award

- 5.3.1 Tentative Contract award date is March 10, 2010. Prior to presenting this item to the full Commission for award, the Commission's Budget and Implementation Committee will review the item on February 22, 2010 at the Commission's building. If necessary, please contact the Procurement Officer for further detail or updates regarding this process.
- 5.3.2 The Commission board meets to consider award actions regularly on the second Wednesday of each month, at 9:30 a.m., local time. Commission meeting agendas list all items involving matters that are public information, including awards, and are posted at the Commission's offices at least 72 hours in advance of regular meetings, as are any changes in the time or place of these meetings.
- 5.3.3 At its sole discretion, the Commission may notify proposers of award recommendation information by mail, e-mail or fax. Failure to so notify any proposer shall not impact, alter or invalidate the Commission's action.

6.0 SUBMITTAL REQUIREMENTS

6.1 Proposal Content and Format

Please utilize the boxes below () as a checklist to ensure a complete response to the RFP.

- 6.1.1 Proposals shall be typed and submitted on 8½ x 11 inch paper. Inclusion of unnecessary, elaborate, or general promotional materials is discouraged. Narrative should be brief, concise and completely respond to the questions or issues raised by the published evaluation criteria.
- 6.1.2 Non-cost proposals and cost proposals (Appendix H) shall be submitted in separate, sealed envelopes. Envelopes containing the non-cost proposals should be clearly marked "**RFP No. 10-51-048-00, On-Call Right Of Way Appraisal Services**" and cost proposal envelopes shall be marked "**Cost Proposal.**"
- 6.1.3 An original and four (4) copies of all materials are to be submitted. Proposals, including all attachments and resumes, should not exceed 25 pages.
- 6.1.4 Proposals must include the following sections, organized as indicated here:

TAB 1 - Proposal Letter

- Proposal Letter. The proposal letter included herein as Appendix 'D' to this RFP must be signed by a person or persons authorized to legally bind the proposer to enter into the contract.

TAB 2 - Experience, Qualifications of Financial Integrity

This section of the proposal should establish that the consultant has the ability to satisfactorily perform the required work; the skill, knowledge and understanding

of the subject matter; the requisite previous experience on similar assignments; the stability and professional standing.

This section should include, at a minimum:

- (a) Firm Profile. A brief profile of the firm including the capability to provide the required services; firm's experience in performing work of a similar nature to that solicited in this RFP; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees. Describe experience in performing work as described in this RFP with various government agencies.
- (b) Project Reference Form. Complete, sign and submit Appendix 'G' (Project Reference Form). Include assignments that are similar in nature and/or related to the work described in the Statement of Work.
 - Provide five (5) references, public agencies or private organizations, which demonstrate past and present performance. Each reference shall include: company name, address, contact person, email and telephone, and dates of work performed.
- (c) Organization Chart. Include a project organization chart that clearly delineates communication/reporting relationships among the project staff members.
- (d) Identify subcontractors by company name, address, contact person, telephone number project function. Describe Offeror's experience working with each subcontractor. Identify Disadvantaged Business Enterprise (DBE) firms, if any.

TAB 3 - Qualifications of Personnel

This section should identify the qualifications of the individuals, sub consultants, and/or suppliers that will be providing services.

- Include brief résumés key personnel/project staff highlighting their skill, knowledge, and understanding of applicable subject matter, experience on comparable projects, experience providing expert witness testimony, education and applicable professional credentials. Include copies of applicable professional credentials. List ten completed appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain. Provide a record of discipline.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current assignment and its duration, proposed position for this project, and how long the person has been with the firm.

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- Provide education, experience, and applicable professional credentials of proposed subcontractors.
 - Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the Commission.

TAB 4 - Approach and Understanding

This section should provide a narrative which addresses the Scope of Work and demonstrates Offeror’s understanding of the Commission’s needs and requirements.

TAB 5 – Required Forms

The required submittal forms must be included with the proposal. The forms shall be prepared using the copies provided with the RFP documents, or on legible photocopies. Proposals that are partial, incomplete or modified in form or substance from what is requested in the forms may be considered non-responsive. Proposers shall initial all interlineations and revisions to entries. Failure to do so may render the proposal incomplete and non-responsive.

Proposers’ authorized signatory must review, complete, sign and submit the following forms with its proposal:

- Appendix C – CAMPAIGN CONTRIBUTION CERTIFICATION
- Appendix E – CONSULTANT INFORMATION FORM
- Appendix F – FINANCIAL RESPONSIBILITY FORM
- Appendix I – FEDERAL PROVISIONS
- Appendix J – REQUIRED CERTIFICATIONS
- Appendix K – DISADVANTAGED BUSINESS ENTERPRISE

COST PROPOSAL – APPENDIX ‘H’ (Submit in a Separate, Sealed Envelope)

Proposal Pricing Form. Submit proposed pricing to provide the services for the work described in Appendix A, Scope of Work, in a separate sealed envelope as described above in 6.1.2. Complete the Proposal Pricing Form included herein as Appendix H. Provide a “fully loaded” Hourly Rate for all personnel and /or staff positions. “Fully loaded” includes all overhead costs, general costs, administrative costs, taxes, and profit. Proposal Pricing Form shall include Names of Key Personnel, Classification, Job Function and Full Burdened Hourly Rate. Provide an Other Direct Cost Schedule (ODC). ODCs not identified in this schedule will be billed “at cost.”

7.0 EVALUATION OF PROPOSALS

7.1 Basis of Award

- 7.1.1 Any proposals submitted in response to this RFP will be evaluated according to the stated evaluation criteria. The evaluation criteria may only be modified by written addendum to the RFP.
- 7.1.2 If awarded, a contract award(s) will be made to the proposer(s) earning the highest total evaluation score based upon the proposal evaluation criteria detailed under the terms of the RFP.

7.2 Minimum Qualifications

- 7.2.1 Consultant shall be State certified in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act.
- 7.2.2 Consultant shall have a minimum of five years experience as a full time appraiser.
- 7.2.3 Consultant shall have completed a minimum of ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- 7.2.4 Consultant shall be a member of a professionally recognized appraisal society or institute such as the Appraisal Institute or equivalent.**
- 7.2.5 Consultant shall be familiar with the appraisal requirements for federal and state funded projects, pursuant to Title 25 California Code of Regulations section 6000 et seq., Section 7260 et seq. of the California Government Code; 42 U.S.C. 4601 et seq. (Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970); and 49 CFR Part 24 to the extent they apply to the appraisal assignment.
- 7.2.6 Consultant shall not have been disciplined in the last five years as an appraiser by any governmental body or professional association.

7.3 Evaluation Criteria – Experience/Qualifications of Financial Integrity, Qualifications of Personnel, Approach and Understanding, Cost, References

Contractor's proposal shall be evaluated based upon the following criteria:

7.3.1 Evaluation Criteria - **100** total points possible.

➤ **Experience, Qualifications of Financial Integrity (30 points max.)**

Experience in performing work of a closely similar nature and size; experience working with public agencies; experience and understanding of the local real estate market; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

- Consultant shall not have been disciplined in the last five years as an

appraiser by any governmental body or professional association.

➤ **Qualifications of Personnel (35 points max.)**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel; references from past projects.

- Consultant shall be familiar with the appraisal requirements for federal and state funded projects, pursuant to Title 25 California Code of Regulations section 6000 et seq., Section 7260 et seq. of the California Government Code; 42 U.S.C. 4601 et seq. (Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970); and 49 CFR Part 24 to the extent they apply to the appraisal assignment.

➤ **Approach and Understanding (15 points max.)**

Depth of Offeror's understanding of Commission's requirements; overall quality and logic of work plan; appropriateness of labor distribution among the tasks; ability to meet project deadlines; utility of suggested technical or procedural innovations.

➤ **Cost (15 points max.)**

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; basis on which prices are quoted.

➤ **References (5 points max.)**

Scores will be averaged among the three references chosen by Commission staff.

8.0 DEBRIEFINGS

If requested, oral debriefings will be given to unsuccessful firms after the Commission's Board authorizes an award of the subject contract.

END

APPENDIX A – STATEMENT OF WORK
REQUEST FOR PROPOSALS NO. 10-51-048-00

ON CALL RIGHT OF WAY APPRAISAL SERVICES

1.0 GENERAL INFORMATION

1.1 Background

- 1.1.1 In establishing this agreement, the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Commission) intends to contract with qualified appraisal consultants to provide right of way appraisal services for developed or undeveloped residential, commercial, industrial, agricultural and railroad properties. Consultant shall produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties.
- 1.1.2 The Commission reserves the right to suspend consultant(s) at the project manager's sole discretion based on performance or underperformance.
- 1.1.3 Funding for the contract resulting from this RFP may come from federal, state and/or local funds. The Consultant will be required to comply with all applicable federal, state, and local laws and regulations.

2.0 DESCRIPTION OF WORK

2.1 Standard of Performance

- 2.1.1 Consultant shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. Consultant must be licensed by the State of California.
- 2.1.2 The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.
- 2.1.3 Appraiser shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
- 2.1.4 The Appraisal and the Review Appraisal upon which any offer is to be made shall be subject to review by Commission counsel for legal sufficiency and consideration by any particular legal question or issues that may affect the appraisal assignment.

2.2 Deliverables

- 2.2.1 Deliverables shall typically consist of five (5) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.
- 2.2.2 The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
- 2.2.3 Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
- 2.2.4 The Appraiser must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.

2.3 Consultant Responsibilities shall include, but not be limited to the following:

- 2.3.1 Consultant must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
- 2.3.2 Consultant may be required to meet with and coordinate their efforts with Commission staff, Commission legal counsel, other consultants or Caltrans staff; participate in office or project site meetings.
- 2.3.3 Appraisal reports may be reviewed for acceptance and approval by Commission's review appraisers and Caltrans. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, Consultant shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.
- 2.3.4 For proposed acquisitions, the owner of the real property or a designated representative will be invited by the Appraiser to accompany the Appraiser during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the Appraiser to the owner. A copy of the invitation will be included in the appraisal report.
- 2.3.5 It is the Appraiser's responsibility to contact the Commission's project engineers for discussion and/or clarification of the Construction in the Manner Proposed. This is critical in the appraisal of partial acquisitions and easements where the Appraiser may need cross sections or other project engineering data to complete the report.

- 2.3.6 Where the acquisition involves only a part (or portion) of the property, the Appraiser will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The Appraiser will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
- 2.3.7 In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, engineering), Appraiser shall utilize the services of Commission's On-Call Consultants for such services, or obtain Commission's prior approval for any others. Fees charged by Commission's On-Call Consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by the Commission.
- 2.3.8 It is the Appraiser's responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
- 2.3.9 If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by Commission's legal counsel.
- 2.3.10 It is the Appraiser's responsibility to contact the Commission's legal counsel, if necessary, for discussion and/or clarification in identifying personal or real property.
- 2.3.11 If hazardous waste is discovered on the property, Appraiser shall seek further direction from the Commission.
- 2.3.12 Consultant shall acknowledge in the appraisal report that the report is the property of the Commission and may be subject to privileges and confidential treatment.
- 2.3.13 Consultant shall not act as a negotiator with the property owner.

3.0 TASK ORDER PROCEDURES

3.1 DEFINITIONS

- 3.1.1 The terms ***bid*** and ***proposal, bidder*** and ***proposer, scope of work*** and ***statement of work***, are interchangeable as relates to this procurement. The term *contractor* shall refer to the firm or firms that are awarded the ensuring contract for services.
- 3.1.2 A Task Order is utilized by the parties to establish, outline, and authorize a particular job or task.

3.2 INITIATING TASK ORDERS

- 3.2.1 The Commission's project manager will issue Task Orders to consultants on the established bench based on a qualification/rotational basis.

- 3.2.2 The Commission's REQUEST FOR TASK ORDER SUBMITTALS. Upon a request for a Task Order Proposal by the designated Commission project manager, contractor shall develop a plan and SUBMIT A TASK ORDER proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.
- 3.2.3 REVIEW AND AWARD OF TASK ORDERS. The Commission's designated project manager will review the submitted Task Order (TO) to ensure that the submittal is complete, consistent with the Commission's written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will award the Task Order if it is determined to be fair and reasonable. If required, the Commission's project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of negotiations.
- 3.2.4 COMPLETION SCHEDULE. The contractors' performance of services shall commence under each Task Order only upon written authorization by the Commission's designated project manager.
- 3.2.5 Contractor shall complete the services within the time frame specified on a particular Task Order. The duration of a particular Task Order may not exceed 12 months, unless otherwise approved in writing, or extend beyond the terms of the governing agreement.

End of Statement of Work

APPENDIX B – SAMPLE CONTRACT FORM
REQUEST FOR PROPOSALS NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES

SAMPLE CONTRACT FORM

Agreement No. 10-51-048-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL, AGRICULTURAL AND RAILROAD PROPERTIES WITH [___CONSULTANT___]

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 200_, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and [___NAME OF FIRM___] ("Consultant"), a [___LEGAL STATUS OF CONSULTANT e.g., CORPORATION___].

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in conducting studies specifically related to safety and security to public clients and is familiar with the scope of services of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the conduct of Security, Surveillance and Emergency Response Study ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from _____ to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel or Sub-Consultants. Consultant has represented to Commission that certain key personnel and sub-consultants will perform and coordinate the Services under this Agreement. Should one or more of such personnel or sub-consultants become unavailable, Consultant may substitute other personnel or sub-consultants of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel or sub-consultants, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel and sub-consultants for performance of this Agreement are as follows: _____.

3.7 Commission's Representative. Commission hereby designates [**__INSERT NAME OR TITLE__**], or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates [**__INSERT NAME OR TITLE__**], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise

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and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such

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insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage.

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Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries;

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and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] (\$[INSERT NUMERICAL DOLLAR AMOUNT]) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

Attn: _____

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to

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Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to

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the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. Consultant shall defend, indemnify and hold Commission, its directors, officials, officers, employees, consultants, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission or its directors, officials, officers, employees, consultants, agents and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission or its directors, officials, officers, employees, consultants, agents and volunteers.

The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors,

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officials, officers, agents, consultants, employees and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant

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provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be

SAMPLE CONTRACT FORM

deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

[signatures on following page]

SAMPLE CONTRACT FORM

**SIGNATURE PAGE
TO**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-
CALL RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL,
INDUSTRIAL, AGRICULTURAL AND RAILROAD PROPERTIES WITH
[__CONSULTANT__]**

IN WITNESS WHEREOF, this Agreement was executed on the date first written
above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
[INSERT NAME OF CONSULTANT]**

By: _____
[INSERT NAME], Chairman

Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger LLP
General Counsel

21.1 Exhibit "A"

21.2 Scope of Services

[__INSERT__]

21.3 Exhibit "B"

21.4 Schedule of Services

[__INSERT__]

21.5 Exhibit "C"

21.6 Compensation

APPENDIX C – CAMPAIGN CONTRIBUTION CERTIFICATION
REQUEST FOR PROPOSALS NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

Government Code Section 84308, 2 California Code of Regulations 18438.1, Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for three (3) months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for three (3) months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Bob Buster, County of Riverside
John F. Tavaglione, County of Riverside
Jeff Stone, County of Riverside
John Benoit, County of Riverside
Marion Ashley, County of Riverside
Bob Botts / Don Robinson, City of Banning

Roger Berg / Jeff Fox, City of Beaumont
 Joseph DeConinck / Robert Crain, City of Blythe
 Ray Quinto / Jim Hyatt, City of Calimesa
 Mary Craton / Jordan Ehrenkranz, City of Canyon Lake
 Greg Pettis / Kathleen DeRosa, City of Cathedral City
 Eduardo Garcia / Steven Hernandez, City of Coachella
 Karen Spiegel / Steve Nolan, City of Corona
 Scott Matas / Russell Betts, City of Desert Hot Springs
 Robin Lowe / Eric McBride, City of Hemet
 Patrick J. Mullany / Larry Spicer, City of Indian Wells
 Glenn Miller / Ben Godfrey, City of Indio
 Terry Henderson / Don Adolph, City of La Quinta
 Bob Magee / Melissa Melendez, City of Lake Elsinore
 Wallace Edgerton / Darcy Kuenzi, City of Menifee
 Jesse Molina / Bonnie Flickinger, City of Moreno Valley
 Rick Gibbs / Kelly Bennett, City of Murrieta
 Frank Hall / Malcolm Miller, City of Norco
 Jim Ferguson / Cindy Finerty, City of Palm Desert
 Steve Pougnet / Ginny Foat, City of Palm Springs
 Daryl Busch / Mark Yarbrough, City of Perris
 Ron Meepos / Alan Seman, City of Rancho Mirage
 Steve Adams / Andy Melendrez, City of Riverside
 James Potts / Jim Ayres, City of San Jacinto
 Ron Roberts / Jeff Comerchero, City of Temecula
 Scott Farnam / Bridgette Moore, City of Wildomar
 Raymond Wolfe, Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months to any Commissioner:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Additional Sheet, If Necessary)

Date of Disclosure (Same As Bid Date) _____

BIDDER:

Signature of Bidder

Name

Title

Company

**APPENDIX 'D'
PROPOSAL LETTER**

**APPENDIX D – PROPOSAL LETTER
REQUEST FOR PROPOSALS NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES**

APPENDIX 'D'
PROPOSAL LETTER

RIVERSIDE COUNTY TRANSPORTATION AUTHORITY
4080 LEMON STREET
THIRD FLOOR
RIVERSIDE, CA 92501

SUBJECT: REQUEST FOR PROPOSAL CONTRACT NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to the Commission all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 120 days after the proposal due date.

Further, the undersigned agrees to execute the Commission prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the Commission in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor,

APPENDIX 'D'
PROPOSAL LETTER

- E. Subcontractor, Supplier) performing the work fulfill the specified requirements, and
- F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.

- G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all Commission Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the Commission to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any):

Therefore, the undersigned hereby agrees that the Commission will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s):

<u>No.</u>	<u>Date</u>	<u>Initials</u>

APPENDIX 'D'
PROPOSAL LETTER

The Proposer further certifies that:

- A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
- B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's
Name: _____

Business
Address: _____

Contractor's License No.: N/A

License Expiration Date: N/A

Classification Type: N/A

Phone: _____ Fax: _____

e-mail address :

Signature of Authorized Official

Type or Print
Name

Title

Date

APPENDIX 'D'
PROPOSAL LETTER

being duly sworn, deposes and
says

Name

That he/she is _____ of _____
the _____
Title Company

and that all statements and information contained in the Proposal and made a part of
through attachment and/or reference, are true and correct.

Subscribed and sworn before me before _____ day of _____, 201__.
this _____

Notary Public: _____

My Commission
expires: _____

APPENDIX E – CONSULTANT INFORMATION FORM
REQUEST FOR PROPOSALS NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES

APPENDIX E
CONSULTANT INFORMATION FORM

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

Federal Tax I.D. Number: _____

Consultant Authorized Signature for Agreement:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Consultant Point of Contact:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Is your company a Certified Disadvantaged Business Enterprise (DBE)?

Yes No

Will your company be utilizing Certified Disadvantaged Business Enterprise (DBE) firm(s) under this agreement?

Yes No

Does your firm currently carry Railroad Protective Liability Insurance Coverage?

Yes No If yes, please name the carrier and limits _____

APPENDIX F – FINANCIAL RESPONSIBILITY FORM
REQUEST FOR PROPOSALS NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES

APPENDIX F
FINANCIAL RESPONSIBILITY FORM

Financial records will not be considered part of the proposal for purposes of the California Public Records Act and will be reviewed to determine financial responsibility only.

This information will be received as confidential and will not become part of the Commission's public records. Please submit one of the following four (4) financial documents listed below to RCTC Procurement and Assets Manager in a separate sealed envelope marked "Confidential":

1. Reference letter from your bank, indicating financial responsibility.
2. Federal Income Tax Returns for two (2) most recent years available.
3. Profit/Loss Statement for two (2) most recent quarters available.
4. Dunn and Bradstreet Report or credit report by a recognized credit reporting service issued after January 31, 2009.

The Commission has no preference as to which financial document is submitted; HOWEVER, at least one of the following items must be submitted by the Proposer. Failure to submit this item could result in the proposer being deemed non-responsive, thereby eliminating that firm from further consideration in the competitive process.

Proposer Name_____

**APPENDIX G – PROJECT REFERENCE FORM
REQUEST FOR PROPOSALS NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES**

APPENDIX G - PROJECT REFERENCE FORM
REQUEST FOR PROPOSALS (RFP) NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES

Provide experience and past performance information in the format provided below. Five (5) or more years of comparable professional experience. The Commission will contact references to verify information provided and inquire of past performance data. Add additional pages, if necessary.

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, ADDRESS, PHONE NO. CONTRACT PERSON	TOTAL VALUE OF CONTRACT	DATE CONTRACT BEGAN	DATE CONTRACT ENDED
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		

Proposer Name_____

APPENDIX H – PROPOSAL PRICING FORM
REQUEST FOR PROPOSALS NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES

APPENDIX 'H'
PROPOSAL PRICING FORM

REQUEST FOR PROPOSALS NO. 10-51-048-00

PART I: YEARS 1-3

	LABOR CLASSIFICATION	FULLY BURDEND HOURLY RATE	ESTIMATED HOURS (YEARS 1-3)	TOTAL PRICE (YEARS 1-3)
1.	Senior Appraiser	\$ /hr	500	\$
2.	Appraiser Analyst	\$ /hr	600	\$
3.	Administrative Assistant	\$ /hr	350	\$
4.	Other _____	\$ /hr		\$
5.	TOTAL (Years 1-3)			\$ _____

PART II: YEAR 4 (1st Option)

	LABOR CLASSIFICATION	FULLY BURDEND HOURLY RATE	ESTIMATED HOURS (YEAR 4)	TOTAL PRICE (YEAR 4)
6.	Senior Appraiser	\$ /hr	170	\$
7.	Appraiser Analyst	\$ /hr	200	\$
8.	Administrative Assistant	\$ /hr	120	\$
9.	Other _____	\$ /hr		\$
10.	TOTAL (Year 4)			\$ _____

Part III: YEAR 5 (2nd Option)

	LABOR CLASSIFICATION	FULLY BURDEND HOURLY RATE	ESTIMATED HOURS (YEAR 5)	TOTAL PRICE (YEAR 5)
11.	Senior Appraiser	\$ /hr	170	\$
12.	Appraiser Analyst	\$ /hr	200	\$
13.	Administrative Assistant	\$ /hr	120	\$
14.	Other _____	\$ /hr		\$
15.	TOTAL (Year 5)			\$ _____

APPENDIX 'H'
PROPOSAL PRICING FORM

REQUEST FOR PROPOSALS NO. 10-51-048-00

<i>PROPOSAL PRICING SUMMARY</i>		
	TOTAL YEARS 1-3 – Line 5	\$
	TOTAL YEAR 4 (OPTION) – Line 10	\$
	TOTAL YEAR 5 (OPTION) – Line 15	\$
GRAND TOTAL		\$

PART IV: TOTAL PRICE

The estimated quantities listed on the Proposal Pricing Form are approximate and are based on the best information available at the time the solicitation was issued; Estimated Hours Per Year are used solely for the purpose of evaluating the proposals. The Commission does not represent, expressly or by implication, that the actual quantities used in the Project will equal the estimated quantities. The Commission further reserves the right to increase or decrease the amount of any or all services and/or to omit portions of the Work.

Contractor’s proposed labor rates and ODC rates shall remain fixed for the term of the contract. Proposed labor rates submitted by the undersigned firm shall all relevant expenses, taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance. Unit rate pricing for equipment shall include the transportation, delivery, fuels, repairs, and other related costs. Contractor shall provide original invoices and/or receipts documenting and substantiating the unit cost for all materials billed under respective Task Orders.

The Commission reserves the unilateral right to authorize the award of the Year 4 & 5 option term(s) associated with Contract No. 10-51-048-00 (ON-CALL APPRAISAL SERVICES).

OTHER DIRECT COSTS (ODC)

DESCRIPTION	RATE

END OF PROPOSAL PRICING FORM

APPENDIX I – FEDERAL PROVISIONS
REQUEST FOR PROPOSALS NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES

FEDERAL PROVISIONS

RR-01 DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

- B. In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-02 WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

- B. Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et. seq.

RR-03 PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

- B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of the Commission's business, including all information and documents submitted by Contractor ("**Records**"), shall become the exclusive property of the Commission and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). The Commission's use and disclosure of its records are governed by this Act. The Commission will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to the Commission. The Commission will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

- C. In the event of litigation concerning the disclosure of any Records, the Commission's sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold the Commission harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-04

Access to Records

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide the Commission, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to the Commission, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Commission, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-05

FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

- B.** This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003 (including any changes), is hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between the Commission and the FTA of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C.** Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between the Commission and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-06

ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

- B.** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-07

CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- C. Equal Employment Opportunity**
- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.

RR-08**NO GOVERNMENT OBLIGATION TO THIRD PARTIES *****A. Applicability**

This Article applies to all federally funded contracts.

- B.** Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Commission, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-09**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *****A. Applicability**

This Article applies to all federally funded contracts.

- B.** The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- C.** Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- D.** Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-10 Suspension and Debarment*

A. Applicability

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B.** This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C.** By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.

This certification is a material representation of fact relied upon by the Commission. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Commission, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

RR-11 RECYCLED PRODUCTS

A. Applicability

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency (EPA), when procuring \$10,000 or more per year.

- B.** To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.

RR-12 CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over \$100,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to the Commission. The Commission will, in turn, report

each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to the Commission. The Commission will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

RR-13 COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

The following Article applies to federally funded contracts over \$100,000.

B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to the Commission.

RR-14 NOT USED

RR-15 NOT USED

RR-16 NOT USED

RR-17 NOT USED

RR-18 NOT USED

RR-19 NOT USED

RR-20 NOT USED

RR-21 NOT USED

RR-22 **NOT USED**

RR-23 **NOT USED**
RR-24 **FEDERAL PATENT AND DATA RIGHTS***

A. Applicability

This Article applies to each contract involving experimental, developmental or research work and for which the purpose of the FTA grant is to finance the development of a product or information.

B. Subject Data

The term "Subject Data" used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "Subject Data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

C. Restrictions on Subject Data

The following restrictions apply to all Subject Data first produced in the performance of the Contract:

1. Except for its own internal use, the Commission or Contractor may not publish or reproduce Subject Data in whole or in part, or in any manner or form, nor may the Commission or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any Subject Data or copyright described in subparagraphs C.2(a) and C.2(b) of this Paragraph C.2. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- (a) Any Subject Data developed under the Contract, whether or not a copyright has been obtained; and
 - (b) Any rights of copyright purchased by the Commission or Contractor using Federal assistance in whole or in part provided by FTA.
3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Commission and Contractor performing experimental, developmental, or research work required by the Contract shall permit FTA to make available to the public, either FTA's license in the copyright to any Subject Data developed in the course of the Contract, or a copy of the Subject Data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become Subject Data and shall be delivered as the Federal Government may direct. This Paragraph C.3 shall not apply to adaptations of automatic data processing equipment or programs for the Commission's or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
 4. Unless prohibited by state law, upon request by the Federal Government, the Commission and Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Commission or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Neither the Commission nor Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Federal Government.
 5. Nothing contained in this Article shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 6. Data developed by the Commission or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements of Paragraphs 2, 3, and 4 of this Article, provided that the Commission or Contractor identifies that data in writing at the time of delivery of the Contract Work.

D. Patent Rights

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Commission and Contractor shall take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

E. Provision of Rights in Invention to Federal Government

Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Commission and Contractor shall take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

END OF REGULATORY REQUIREMENTS

APPENDIX J – REQUIRED CERTIFICATIONS
REQUEST FOR PROPOSALS NO. 10-51-048-00
ON-CALL APPRAISAL SERVICES

Federal Lobbying Restrictions

In accordance with Section 1352, Title 31, U.S. Code, the Offeror is required to certify that no Federally appropriated funds have been paid or will be paid by, or on behalf of the Offeror to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative agreements, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.

Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certificate of Primary Consultant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

In accordance with 49 CFR Part 29 (which is by this reference incorporated herein) the Offeror shall complete and submit the following certification.

The Offeror shall certify that it is in compliance with the Certificate of Primary Consultant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion. In so doing, the Offeror is acting in accordance with 49 CFR Part 29.

If it is later determined that the Offeror knowingly rendered an erroneous Certificate, the Authority may terminate the Contract.

The Offeror shall provide immediate written notice to the Authority if at any time the Offeror learns that its Certificate was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Offeror further agrees by submitting this Proposal that it will include Certificates of Sub Consultant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion, signed by the Sub Consultant(s), for all Sub Consultants participating in its Proposal.

Certificate of Sub Consultant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

In accordance with 49 CFR Part 29 (which is by this reference incorporated herein) the Sub Consultant shall complete and submit the following certification.

The Sub Consultant(s), if any, shall certify if it is in compliance with the Certificate of Sub Consultant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion. In so doing, the Sub Consultant is acting in accordance with 49 CFR Part 29.

If it is later determined that the Sub Consultant knowingly rendered an erroneous Certificate, the Authority may terminate the Contract on which the Sub Consultant is a participant.

List of Proposed Sub Consultants

Participation by Sub Consultants shall be documented on the Proposal Form entitled List of Proposed Sub Consultants. This form may be duplicated if needed for listing additional sub Consultants. Each Offeror shall provide the following information on the Proposal Form for each and every Sub Consultant who will perform work, labor, or render service to Offeror.

- Name of Sub Consultant.
- Dollar value of each Subcontract.
- Sub Consultant's address (minimum city and state).
- Provide a clear and precise description of the portion (scope) of work that will be done by each Sub Consultant.
- Identify the certifying agency for DBE Sub Consultants and attach a copy of the DBE certification form or letter.

Offeror's List

Offeror shall complete the Proposers List and submit it with its Proposal. The Federal Transportation Authority requires RCTC to develop and maintain a Proposers List. RCTC will use this information to assist in its overall annual goal setting process.

The Proposers List will include all firms (DBE and non-DBE) that submitted proposals to your firm to act as Sub Consultants to your firm on this project, whether you elected to use them in your Proposal or not.

The Proposal List is to be submitted as part of the technical proposal.

CERTIFICATE REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor: _____

By: _____
(Signature)

(Print Name)

(Title)

(Date)

By: _____
(Signature)

(Print Name)

(Title)

(Date)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for public burden disclosure)

<p>1. Type of Federal action:</p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2. Status of Federal action:</p> <p>a. Bid/offer application b. Initial award c. Post-award</p>	<p>3. Report type:</p> <p>a. Initial filing b. Material changes</p> <p>For material change only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and address of reporting entity:</p> <p>Prime _____ Subawardee _____ Tier _____, if known: Congressional District, if known: _____</p>		<p>5. If reporting entity in No. 4 is Subawardee, enter name and address of Prime: Congressional District, if known: _____</p>
<p>6. Federal department/agency</p>	<p>7. Federal program name/description: CFDA number, if applicable: _____</p>	
<p>8. Federal Action Number, if known _____</p>	<p>9. Award amount, if known \$ _____</p>	
<p>10a. Name and address of lobbying entity (If individual: last name, first name, middle initial)</p>		<p>10b. Individuals performing services (including address if different from No. 10a) (last name, first name, middle initial)</p>
<p>(Attach Continuation Sheet(s) SF-LLL-A if necessary)</p>		
<p>11. Amount of payment (check all that apply):</p> <p>\$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/></p>	<p>13. Type of payment (check all that apply):</p> <p>a. Retainer b. One-time fee c. Commission d. Contingent fee e. Deferred f. Other, specify: _____</p>	
<p>12. Forum of payment (check all that apply):</p> <p>a. Cash b. In-kind, specify Nature: _____ Value: _____</p>		
<p>14. Brief description of services performed or to be performed and date(s) of service including officer(s), employee(s) or Member(s) contracted for payment indicated in item 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.</p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____</p>
<p>Federal Use Only</p>		<p style="text-align: right;">Authorized for Local Reproduction Standard Form - LLL</p>

Proposer: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORM shall be completed by the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "IFB P0194R DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just the time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Proposer: _____

**CERTIFICATION OF PROPOSER REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The undersigned certifies to the best of his or her knowledge and belief, that
_____ (name of Offeror) and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this subcontract had one or more public transactions (Federal, State, or local) terminated for cause or default. The Offeror certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

By: _____
(Signature)

(Print Name)

(Title)

(Date)

By: _____
(Signature)

(Print Name)

(Title)

(Date)

**CERTIFICATION OF SUBCONSULTANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The undersigned certifies to the best of his or her knowledge and belief, that _____ and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this subcontract had one or more public transactions (Federal, State, or local) terminated for cause or default. We shall require each lower tier subcontractor to likewise complete this Certification. The subcontractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

By: _____
(Signature)

(Print Name)

(Title)

(Date)

By: _____
(Signature)

(Print Name)

(Title)

(Date)

LIST OF PROPOSED SUB CONSULTANTS/SUPPLIERS

(All Sub consultants > 0.5% of Total Price)

Name:	Provide complete description of work to be performed:
Address:	
Contact Person:	
Telephone:	
Value of Work: _____%	
DBE Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes, name of certifying agency: _____. Include copy of certification with your proposal.	

Name:	Provide complete description of work to be performed:
Address:	
Contact Person:	
Telephone:	
Value of Work: _____%	
DBE Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes, name of certifying agency: _____. Include copy of certification with your proposal.	

Name:	Provide complete description of work to be performed:
Address:	
Contact Person:	
Telephone:	
Value of Work: _____%	
DBE Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes, name of certifying agency: _____. Include copy of certification with your proposal.	

PROPOSERS LIST

Prime Offeror Information	
Name of Prime's Firm:	Phone:
Address:	Fax:
Number of years in business:	Type of work/services/materials provided:
Contact Person:	
Title:	
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year.
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

List Offeror's information for each Subcontractor that proposed to you as part of this effort, including both DBEs and non-DBEs, whether successful or unsuccessful.	
Name of Subcontractor's Firm:	Phone:
Address:	Fax:
Number of years in business:	Type of work/services/materials provided:
Contact Person:	
Title:	
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for the firm's annual gross receipts last year.
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Proposer Name _____

List Proposer's information for each Subcontractor that proposed to you as part of this effort, including both DBEs and non-DBEs, whether successful or unsuccessful.	
Name of Subcontractor's Firm:	Phone:
Address:	Fax:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for the firm's annual gross receipts last year.
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

List Offeror's information for each Subcontractor that proposed to you as part of this effort, including both DBEs and non-DBEs, whether successful or unsuccessful.	
Name of Subcontractor's Firm:	Phone:
Address:	Fax:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for the firm's annual gross receipts last year.
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this form can be duplicated to list all Subcontractors that submitted a proposal to you as part of the effort, including both DBEs and non-DBEs, whether successful or unsuccessful.

VERIFICATION/DECLARATION:

The Offeror hereby certifies that the foregoing is true and correct and is in compliance with the RCTC's DBE Program requirements and applicable regulations set forth in 49 CFR Part 26.

By: _____
(Signature)

(Print Name)

(Title)

By: _____
(Signature)

(Print Name)

(Title)

No special provisions are applicable to this RFP.

APPENDIX K – DISADVANTAGED BUSINESS ENTERPRISE

REQUEST FOR PROPOSALS NO. 10-51-048-00

ON-CALL APPRAISAL SERVICES

NOTICE TO BIDDERS/ OFFERORS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

1. TERMS

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “bidder” also means “proposer” or “offeror.”
- The term ‘Agreement’ means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or offeror.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other SBs have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, if awarded, which may result in the termination of this contract or such other remedy as recipient deems appropriate.
- B. Bidders/offerors are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

The “Local Agency offeror/bidder-DBE (Consultant Contracts)-Information” form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the forms required by the Commission.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR Part 26, and the Department’s DBE program developed, pursuant to the regulations.

Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. FEDERAL REPORTING REQUIREMENTS & CONTRACT SPECIFIC UDBE GOALS

- A. Bidders/Proposers are advised that, as required by federal law, the Commission has established an Annual Anticipated DBE Participation Level (AADPL), and it is required to report on UDBE/DBE participation for all federal-aid (i.e., FTA- and FHWA-funded) contracts each year so that attainment efforts may be evaluated. The term ‘Disadvantaged Business Enterprise’ or ‘DBE’ means a for-profit small business concern as defined in Title 49 CFR Part 26.5. In this section, the term ‘bidder’ also means ‘proposer’ or ‘offeror.’ The term ‘Small Business’ or ‘SB’ is as defined in 49 CFR 26.65.
- B. The Commission is a subrecipient of Federal Highway Administration (FHWA) funds through the California Department of Transportation (Caltrans). In conformance with Title 49 CFR Part 26, and directives and guidance issued by Caltrans, dated March 4, 2009. The Commission is required to implement a Race-Conscious Disadvantaged Business Enterprise (DBE) program of limited application. The Race-Conscious component of the Commission’s DBE program is limited to the four (4) Underutilized Disadvantaged Business Enterprise (UDBE) groups (i.e., African American, Asian Pacific American, Native American, and Women) for FHWA-funded projects.
- C. Contract specific goals are required on all of the Commission’s FHWA-assisted projects limited to the four UDBE groups (African American, Asian Pacific American, Native American, and Women) identified in the 2007 Caltrans Availability and Disparity Study. **Based on staff analysis of the current requirement, there is no Race-Conscious UDBE Contract Specific Goal for this RFP.**

6. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/offeror may call (916) 440-0539 for web or download assistance.
- B. The Commission is participating as a non-certifying member in the California Unified Certification Program (CUCP). Therefore, the Commission will accept DBE certification from

the certifying member agencies, which certify eligibility of DBEs in accordance with 49 CFR Part 26, under the CA CUCP. Listings of certifying member agencies is available in the Department of Transportation, Civil Rights, Business Enterprise Program Web site at: www.dot.ca.gov/hq/bep.

- C. The CUCP database includes the DBEs certified from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number (866-810-6346) for assistance. Bidders/Proposers may call (916) 440-0539 for Web or download assistance.
- D. If you do not have Internet access, you may contact the Commission's Procurement group at (951) 787-7141. Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans' Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.