



TRANSPORTATION AUTHORITY OF MARIN

REQUEST FOR QUALIFICATIONS

Date Issued: July 21, 2026

Services to Prepare a Project Approval Environmental Document (PA&ED)

For the

**Manuel T. Freitas Parkway/Civic Center Drive Interchange Improvements
Project in Marin County**

**QUALIFICATION PACKAGE DUE:
September 9, 2026 by 4:00 p.m. PST**

**Transportation Authority of Marin
900 5th Avenue, Suite 100
San Rafael, CA 94901**

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- Attachment B (Hyperlink provided) – [Highway 101 Interchange & Approaching Roadway Study](#)
- Attachment C (Hyperlink provided) – [Project Study Report-Project Development Support \(PSR-PDS\)](#)
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SECTION 1. INTRODUCTION

The Transportation Authority of Marin (TAM) is the Congestion Management Agency (CMA) for Marin County, a Joint Powers Agency established between the County and its cities to address Marin's unique transportation issues and to fulfill the legislative requirements of Propositions 111 and 116, approved in June 1990. TAM also administers funds raised by the County's Measure AA transportation sales tax approved by voters in 2018 and the voter approved Measure B - Vehicle Registration Fee. Category 1.3. of Measure AA allocates funds to *improve highway 101 local interchanges and freeway access routes to reduce congestion, improve local traffic flow, and address flooding impacts throughout the county*. The TAM Board includes representatives from each city and town in Marin County, plus the five members of the Board of Supervisors. TAM is responsible for implementing various transportation programs and projects on and off the state highway system.

The Expenditure Plan states the following:

"Accessing Highway 101 in Marin is a major source of congestion on local roads, which reduces the connectivity of communities across Marin. These funds would be used to attract regional, state, and federal funds for a program of improvements to local road interchanges. These improvements would improve the operation and safety of these interchanges for all users, allowing smoother travel to and from Highway 101 and local roads. The funds provide seed money to perform the planning, the public outreach, and to develop the scope of improvements needed at these interchanges. The interchange planning would include recommended improvements for all users."

TAM now requests qualifications from qualified consultants to provide environmental assessment services, and coordinate with Caltrans to achieve project document approval and adoption. It is TAM's intention to work with a consultant to prepare and approve the PAED document. TAM estimates a budget for this work to be in the range of \$3 to \$6 million.

The selected consultant team will be responsible for all elements and tasks necessary to complete the desired scope.

Qualification packages must be submitted by **4:00 p.m., September 9, 2026**. The following sections describe the elements that TAM believes should be included in the requested services, the process that is to be used, the deliverables that are expected from the contract, and the information that is to be included in the submittals. *However, the consultant is encouraged to submit a statement of qualifications that will suggest tasks that more efficiently and effectively meet the needs of the project.*

SECTION 2. BACKGROUND AND PROJECT DESCRIPTION

Program Background

Throughout Marin County, U.S. 101 serves as the primary north-south roadway and is a key link between communities. Accessing U.S. 101 in Marin is a major source of congestion on local roads, which reduces the connectivity of communities across Marin County. Interchanges vary in age and in needs for improvements. As communities around Marin County have grown over the last 30-40 years, interchanges built in the 1950s and 1960s have not been altered to meet demands of vehicles, transit, bicyclists, and pedestrians. Many may not align with current design or operational standards.

From 2018 to 2022, the Transportation Authority of Marin (TAM) studied 12 selected interchanges on Highway 101 in Marin County, under the Highway 101 Interchange & Approaching Roadway Study. This effort documented the existing conditions, deficiencies, and constraints, and identified opportunities for improvement under a program of near- and long-term projects that aim to improve operations, intermodal connectivity, and safety for all users.

The resulting Existing Conditions, Constraints, and Opportunities Reports provided the basis for establishing performance measures against which improvement concepts could be developed, evaluated, and prioritized (Attachment A). An Implementation Plan was also developed to provide a summary of the evaluation and prioritization process. The Implementation Plan offers recommendations for a program of improvements for the local interchanges, the near- and/or long-term project delivery methods, time frames, prioritization, and phasing based on funding outlook, independent utility, cost effectiveness, ease of implementation, and benefit (Attachment B).

To assess the proposed improvements for the 12 interchanges and approaching roadways, the following adopted goals and criteria were used:

Goal 1. Enhance Health and Safety

- Criterion 1. Improve safety for all modes
- Criterion 2. Reduce greenhouse gas (GHG) emissions and improve air quality

Goal 2. Relieve Local Traffic Congestion

- Criterion 1. Alleviate congestion and improve traffic flow for current and future traffic

Goal 3. Improve Multimodal Access to/from and across Highway 101

- Criterion 1. Enhance intermodal connectivity and remove access barriers
- Criterion 2. Encourage mode shift from single-occupancy vehicles

Goal 4. Promote Economic Vitality

- Criterion 1. Accommodate future land use changes and growth
- Criterion 2. Cost effectiveness
- Criterion 3. Reduce transportation costs

Goal 5. Implementability

- Criterion 1. Attractiveness to funding sources
- Criterion 2. Ease of regulatory approval

In July 2022, the [TAM Board](#) approved the Implementation Plan, which evaluated the study findings and prioritized the following three interchanges to proceed into project development:

- Tiburon Boulevard/East Blithedale Avenue (SR 131)
- Manuel T. Freitas Parkway/Civic Center Drive
- Alameda Del Prado/Nave Drive

Due to the similarities of the purpose and need and proposed improvements at each interchange location, the three interchanges were being included in a single Project Initiation Document (PID). The Project Study Report-Project Development Support (PSR-PDS) was approved by Caltrans in December 2025 (Attachment C).

In addition to one no-build alternative for each interchange location, the PSR-PDS identified 12 build alternatives:

- 4 alternatives for the Tiburon Boulevard/East Blithedale Avenue (SR 131)
- 6 alternatives for the Manuel T. Freitas Parkway/Civic Center Drive
- 2 alternatives for the Alameda Del Prado/Nave Drive

In October 2025, the [TAM Board](#) chose to organize three local and non-public workshops to reduce the number of alternatives before entering the Project Approval and Environmental Document (PAED) phase. These workshops included elected officials, local staff members, and TAM staff. As a result, the following alternatives were selected:

- Alternatives 2A, 2B, and 2D for the Tiburon Boulevard/East Blithedale Avenue Interchange
- Alternatives 3A, 3C, and 3F for the Manuel T. Freitas Parkway/Civic Center Drive Interchange
- Alternatives 1A and 1B for the Alameda Del Prado/Nave Drive Interchange

The outcomes of the workshops were presented to the [TAM Board on May 28, 2026](#). Based on an evaluation of the PSR-PDS findings and alternatives, the TAM Board has further prioritized that the Manuel T. Freitas Parkway/Civic Center Drive interchange be advanced to the PAED phase.

TAM intends to create a Technical Advisory Committee (TAC) for this project, including Caltrans, transit operators and local jurisdictions.

Project Location and Background

The interchange at Manuel T. Freitas Parkway/Civic Center Drive is located at U.S. 101 postmile 13.71 near the Terra Linda community in the City of San Rafael in Marin County. It is situated in an urban environment characterized by mostly commercial and office space, including a large shopping center in the southwest corner of the interchange. The northwest corner is residential and moderately dense.

A diagonal northbound off-ramp to Manuel T. Freitas Parkway allows motorists to take a free right turn onto Civic Center Drive or continue straight to head westbound on Manuel T. Freitas Parkway. A northbound loop onramp connects directly with eastbound traffic on Manuel T. Freitas Parkway. Traffic on Manuel T. Freitas Parkway connects directly with northbound on and off-ramp traffic in an unsigned intersection. There is a second northbound On-Ramp entrance located just north of Manuel T. Freitas

Parkway connecting motorists traveling northbound or southbound from Civic Center Drive to U.S. 101 at an unsignalized intersection. It is a hook ramp requiring motorists from northbound and southbound Civic Center to merge in a short distance prior to entering U.S. 101. Recently, Caltrans completed construction of a new roundabout project to replace this unsignalized intersection on the east side of U.S. 101 where Manuel T. Freitas Parkway, Civic Center Drive and Old Redwood Highway converge. Due to its proximity to U.S. 101 NB off-ramp, traffic operations are expected to improve significantly. The roundabout's primary goal is making this busy intersection and off-ramp safer for vehicles and pedestrians, as well as achieving improved traffic flow. Additional information on this recently completed roundabout can be found at the following Caltrans link: <https://dot.ca.gov/caltrans-near-me/district-4/d4-projects/d4-roundabout-project-us101-san-rafael>.

The southbound diagonal off-ramp connects to a signalized intersection connecting to Manuel T. Freitas Parkway and Del Presidio Boulevard. Alternatively, motorists taking the southbound diagonal off-ramp can take the free-right movement to merge with westbound traffic on Manuel T. Freitas Parkway. A loop southbound On-Ramp connects westbound traffic on Manuel T. Freitas Parkway onto U.S. 101. A southbound diagonal On-Ramp connects eastbound traffic on Manuel T. Freitas Parkway to U.S. 101.

The bridge at Manuel T. Freitas Parkway, officially called the Freitas Parkway Overcrossing (Bridge No. 27-0080), was constructed in 1960. The bridge was seismically retrofitted in 1995. There is a sidewalk along eastbound of travel on the overcrossing connecting pedestrians traversing in the east-west direction over U.S. 101. There are two lanes in each direction of travel with shoulders on either side.

Sidewalks are along the westbound direction of travel on Manuel T. Freitas Parkway. West of the southbound off-ramps and Del Presidio Boulevard, there are sidewalks on both sides of the roadway. A sidewalk exists mostly in the northbound direction of travel on Redwood Highway/Civic Center Drive with a small segment of sidewalk in the southbound direction between the northbound hook On-Ramps and intersection of Redwood Highway/Civil Center Drive/Manuel T. Freitas Parkway.

Bike paths are minimal at this location. There is a Class I bike path located on Las Gallinas Avenue.

Bus stops serving Golden Gate Transit and Marin Transit are located on short travel lanes between the U.S. 101 on- and off-ramps allowing buses to reenter the freeway. Accessing these bus stops requires riders to traverse across the ramps where vehicles are approaching high speeds to enter the freeway. Staircases connect these paths to the Manuel T. Freitas Parkway overcrossing above. However, the above mentioned recently completed Caltrans roundabout project, relocated the U.S. 101 northbound bus stop to Redwood Highway, thus removing stairs and making bus stop access safer for transit users.

Project Alternatives to enter the PAED phase

The purpose of the project is to:

- Improve multimodal connectivity and equitable accessibility to, from, and across US 101 for users of all ages and abilities.
- Improve local and regional traffic operations.
- Enhance safety for all modes and active transportation options.

On May 28, 2026, the [TAM Board](#) approved the three following alternatives to enter the PAED phase:

- Alternative 1: Signalized Intersections
Reconfigure bridge to add pathway
- Alternative 2: Signalized Intersections + Multiuse Path Undercrossing
Reconfigure bridge to add pathway
Add grade-separated bike and pedestrian crossing under the SB on- and off-ramps
- Alternative 3: Roundabouts + Multi Use Path Undercrossing
Reconfigure bridge to add pathway;
Add traffic circles at Northgate Drive and Del Presidio Boulevard;
Add grade-separated bike and pedestrian crossing under the SB on- and off-ramps

The following features are common to each Build Alternative:

- Addition of a 12-foot-wide multi-use path
- Relocation of In-line Bus Stops
- Traffic Signal Upgrades
- ADA Compliance
- Ramp Termini Reconfiguration
- Ramp Metering
- Ramp Widening

More information, including maps, reports, and layouts, are available on TAM website:
<https://www.tam.ca.gov/101study/#overview>.

SECTION 3. SCOPE OF SERVICES

TAM intends to retain one qualified and committed professional engineering firm/team to provide services required for a Caltrans Project Approval Environmental Document (PAED) for the project.

The selected consultant team will work closely with TAM, Caltrans, Marin Transit, Golden Gate Bridge Highway and Transportation District (GGBHTD) and the affected local jurisdictions. The consultant will review the attached Project Study Report-Project Development Support (PSR-PDS), dated December 2025, and provide the following professional and technical engineering services to gain approval and adoption.

Task 1 – Project Management: Provide all the necessary project coordination, administration, management and interfacing with TAM, Caltrans and other internal/external stakeholders to achieve project objective with proper quality assurance and quality control. The Consultant will be working directly under the supervision of TAM. This task would also include public outreach planning and management.

Task 2 – Consensus Building and Outreach: Review original draft concepts and preliminary work. Prepare and implement a variety of series of technical stakeholder meetings, public workshops, and public presentations. Prepare and maintain outreach channels, including online internet efforts.

Task 3 – Perform Environmental Studies and Prepare Draft Environmental Documents: Conduct detailed environmental technical studies at equal level of detail for each of the alternatives to be evaluated in the draft environmental documents for NEPA and CEQA (DED), prepare the administrative DED and obtain approval to circulate the DED. Follow Caltrans policy & procedures in the PDPM for Project Approval and the Standard Environmental Reference (SER) for the Environmental Document clearance.

Task 4 – Circulate DED and Select Preferred Project Alternative: Circulate DED, conduct and manage the public review and comment process, and prepare final Preferred Alternative Memorandum.

Task 5 – Prepare and Approve Project Report and Final Environmental Documents (ED): Update all relevant draft final documents and NEPA/CEQA reports for final distribution and reviews. Resolve comments from stakeholders regarding the final conclusions of the Final ED. Upon conclusion of discussions, the Final ED will be published and Caltrans signature obtained for the title page. Obtain Notice of Determination and Record of Decision. File documents with appropriate agencies.

SECTION 4. RFQ SUBMITTAL REQUIREMENTS

Qualification Package

1. Cover Letter: The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the statement of qualifications shall be valid for a 90-day period.
 - a. Contact Information: Include the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the contractor selection process. The person authorized by the firm/team to negotiate a contract with TAM shall sign the cover letter. Also see Section 9.
 - b. Professional Services Contract: Indicate your willingness to accept the terms and conditions in attached sample contract, including your ability to comply with TAM's insurance requirements, any conflict of interest, or list those to which you take exception, and, as appropriate, provide proposed alternate wording. Note that it is not TAM's intent to make substantial changes to attached sample contract (Attachment D).
 - c. Artificial Intelligence: TAM has adopted an Artificial Intelligence (AI) policy that requires disclosure of the use of AI, as well as explicit language addressing data ownership, security, audit rights, and model limitations. All contractors and sub-contractors will need to comply with this policy (Attachment E). In your Transmittal Letter, you must include a statement confirming that you have read and understood TAM's AI policy.
2. Standard Form 330: Complete and submit Standard Form 330 – Architect and Engineer Qualifications (Attachment F).
3. Statement of Qualifications: Submit five (5) hard copies and one PDF file of your qualifications. The statement of qualifications (excluding resumes and the transmittal letter) shall not exceed a total of 35 single-sided, 8.5" x 11" pages. The statement of qualifications will be of sufficient quality to show your basic approach to the work and alternatives. Resumes and other supplemental information should be included in an appendix.
 - a. Project Understanding: Describe your understanding of the scope of work and your approach to meeting the task objectives outlined in this RFQ. Discuss how the services would be performed and what deliverables would be submitted.
 - b. Management Plan and Schedule: This section shall provide an example of the firm's/team's management plan for a similar project providing similar services, including staff proposed as available to perform during the timeframe identified in this RFQ. For the proposal, develop a proposed schedule, identifying major project milestones and the anticipated duration for each activity. Specific hours or other cost information is not to be included here.
 - c. Qualifications and Experience: The submittals shall provide the qualifications and experience of the consultant(s). Please emphasize the specific qualifications and experience in providing the services requested. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of TAM.
 - d. References: Please provide a minimum of three references (including contact names and current phone numbers) that can speak to the ability of your firm to successfully deliver this project. References may be contacted at any point during the process.

- e. Innovations: Please provide examples of relevant innovations in terms of project delivery, materials choice, design, and/or other add-ons to the project attracting funding. If you don't have any recent/relevant innovations, please state so.
- f. Artificial Intelligence Usage: Please explain how you will use Artificial Intelligence to support your work and how you ensure the protection of data and privacy.
- g. Additional Relevant Information: Provide additional relevant information that may be helpful in the selection process.

Proposal

Subsections 4 through 6 are only applicable to the top-ranked firm. Top-ranked firm will be notified after the interview selection process is completed.

- 4. Proposal: TAM will evaluate the qualifications of the firms and select the firm determined to be the most qualified to complete the PAED for the Manuel T. Freitas Parkway/Civic Center Drive interchange improvements project. At its discretion, TAM will then ask the selected firm to submit a proposal with the scope of services and fee schedule. If negotiations are not successful with the top-ranked firm, TAM will terminate discussion with the top ranked firm and open discussion with the next ranked firm.
- 5. Project Budget: TAM will request the top ranked firm to prepare a budget within a relatively short time period (approximately two weeks after the Notification of the Ranked List) to be submitted with the proposal. This project will be a Cost Plus Fixed Fee contract. Selected consultant and all subconsultants with expected billings over \$25,000 shall supply the most recent certified Indirect Cost Audit or calculations. The [Caltrans Safe Harbor form](#) can be substituted for this and will be accepted for the life of the contract even if Caltrans discontinues the program. The fixed fee is not to be submitted as a percent of any cost information. Only one Fixed Fee is to be submitted to TAM. All fixed fee to be paid to sub-consultants shall be shared from the total fixed fee paid to the prime consultant and amounts are to be determined between those parties. Copies of subconsultants agreements will be provided upon execution of the contract. Non labor direct costs (except mileage which shall be paid at IRS rate) shall be billed at cost with the Indirect multiplier applied minus the fringe portion. Certification of Indirect Costs and Financial Management System Form (see Attachment G) will be required of all subconsultants. Consultant and all subconsultants with expected billings over \$25,000 should be prepared to show proof of labor rates provided.
- 6. Insurance and Contract Terms: TAM will request a signed letter from each primary firm (including subconsultant firms) stating that they can meet the insurance requirements and contract terms.

SECTION 5. SUBMITTAL PROCEDURE

The qualification packages shall be submitted in accordance with the following requirements:

1. The qualification packages shall be transmitted with a cover letter as described above.
2. The qualification packages shall be addressed to:

Ray Rodriguez, Project Delivery Manager
Transportation Authority of Marin
900 Fifth Avenue, Suite 100
San Rafael, CA 94901

3. The qualification packages shall be dispatched in order to be received at the above address no later than 4:00 p.m., Wednesday, September 9, 2026.
4. Questions pertaining to this RFQ or the Scope of Services should be directed in writing via email to: Ray Rodriguez at rrodriguez@tam.ca.gov.

TAM will make every effort to provide individual responses to all written questions submitted and will not respond to questions posed by any means other than e-mail. Responses to questions may take up to two working days and all responses (with questions) will be posted on TAM's website (www.tam.ca.gov) under the RFP/RFQ section.

SECTION 6. METHOD/CRITERIA FOR SELECTION

TAM will first perform a preliminary screening to ensure that all of the requirements from Section 4 RFQ Submittal Requirements are included in the Qualification Packages received. All complete Qualification Packages will be reviewed and scored following the criteria below. The top-ranked firms will be invited for an interview. At this point, the firms that advance into the interview process will be re-evaluated and the final score will only be based on the qualitative discussion held by the interview panel.

The following criteria will be used to evaluate qualification packages and to select a consultant team:

1. Qualifications and availability of the firm(s), the designated project manager and key staff: 20%
2. Overall approach to management of the work and demonstrated ability to meet the requirements of the project: 20%
3. Experience with multi-agency multi-discipline project management and highway permitting and design services: 20%
4. Demonstrated experience with working with Caltrans, CEQA, NEPA procedures and/or other procedures for project approval: 20%
5. Demonstrated public outreach experience: 20%

A panel will evaluate all submittals and develop a ranking of the most qualified consultants. The panel may include representatives from TAM, Caltrans, and other local public agencies. Members of the panel will not be revealed prior to interviews.

It is expected interviews of the most qualified teams are to be scheduled during the week of September 28, 2026. The Project Manager and key team members are expected to participate in the interview to answer questions from the panel. There will be no presentation and/or visual aids in the interview. In addition to the interviews, TAM may request supplemental information and/or clarifications to the qualification packages.

TAM will request a proposal from the top-ranked firm and will then negotiate the fee for services. If TAM and the top ranked firm cannot agree on the fee, then TAM will terminate negotiations and open negotiations with the second ranked firm. If a fee cannot be agreed upon, TAM may choose to continue to negotiate with the third-ranked firm or may choose to terminate the selection process and release a revised scope of work.

SECTION 7. SELECTION PROCESS DATES

July 21, 2026	RFQ released
August 3, 2026	<u>Mandatory</u> Pre-submittal Meeting, TAM office, 1:30 PM
August 26, 2026	Last day for submittal of questions
September 9, 2026	Qualification Packages Due Date
Week of September 28, 2026	Interviews (tentative)
October 5, 2026	Notification of Ranked List (tentative)
October 19, 2026	Proposal and budget due (tentative)
Week of November 2, 2026	Contract Negotiation (tentative)
December 2026/January 2027	Award (tentative)

SECTION 8. PRE-AWARD AUDIT

Expected billings for this contract may be over the \$1,000,000 federal threshold for a pre-award audit. The prime contractor is expected to have a Cognizant Letter of Approval or be willing to obtain one upon the request of TAM.

SECTION 9. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

TAM complies with DOT regulations regarding Disadvantaged Business Enterprises (DBE). Proposers shall cooperate with TAM in meeting its commitments and objectives to ensure nondiscrimination in the award and administration of Authority Contracts and shall use its best efforts to ensure that barriers to participation do not exist. By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms. For DBE questions and assistance, contact Melanie Purcell, Director of Finance & Administration, at (415) 226-0828 or mpurcell@tam.ca.gov.

1. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant, shall take necessary and reasonable steps to ensure that all qualified businesses have opportunities to participate in the contract.
2. In accordance with 49 CFR 26.13(b): CONSULTANT, subrecipient or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; and/or (3) Disqualifying CONSULTANT from future proposing as non-responsible

The U.S. Department of Transportation published an Interim Final Rule (IFR) in the Federal Register on October 3, 2025, which updates 49 CFR Parts 23 and 26 governing the Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) Programs.

The IFR and the IFR Frequently Asked Questions (IFR FAQ) issued on October 24, 2025, require Caltrans to operate the DBE and ACDBE Programs in a constitutionally compliant, nondiscriminatory manner. It eliminates all race- and sex-based presumptions of disadvantage and replaces them with a strictly individualized determination standard. The California Unified Certification Program (CUCP) must reevaluate all DBE firms under the new criteria before their eligibility can be confirmed. Until the reevaluation is complete, DBE goals cannot be set on contracts, and no DBE participation may be counted toward any DBE goal.

TAM follows Caltrans directives published in [DLA Office Bulletin #25-07 R3 - Suspension of Disadvantaged Business Enterprise \(DBE\) Program](#) – suspending components of the DBE Program in the LAPM. No DBE goals are included in contracts at this time. TAM encourages DBE firms to be included in consultant teams. TAM will continue to comply with Caltrans recommendations and may update the DBE goals of this contract at any time.

SECTION 10. GENERAL TERMS AND CONDITIONS

- 1. Conflicts of Interest:** The proposer shall disclose any currently known or potential conflicts of interest with TAM, the State Department of Transportation, the Metropolitan Transportation Commission, the County of Marin, the local jurisdictions within Marin County, and the Federal Highway Administration. The proposer's signature affixed to and dated on the cover letter shall constitute a certification, under penalty of perjury under the laws of the State of California, that the proposer declares that the proposer is not currently, and will not during the performance of any services for TAM, participate in any other work involving a third party with interests currently in conflict or likely to be in conflict with TAM's interests without TAM's approval.
- 2. Amendments to RFQ:** TAM reserves the right to amend or cancel this RFQ by addendum before the final submittal due date. Revisions to the RFQ shall be posted on the TAM web page at least one full business day prior to the deadline for submittal of responses. It is the responsibility of each proposer to check the website for any revisions related to this RFQ. The proposers shall each confirm in the transmittal letter of its response the receipt of all addenda issued to this RFQ.
- 3. Non-commitment of TAM:** This RFQ does not commit TAM to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
- 4. Confidentiality:** Before the award of the contract, all responses to this RFQ will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all responses) all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the responses confidential will be regarded as non-effective and will be disregarded.
- 5. Levine Act:** California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract.
- 6. Waiver of Informalities and Irregularities:** TAM reserves the right to waive any minor informality or irregularity when it determines that doing so is in the TAM's best interest and does not compromise the fairness or integrity of the procurement process.

Attachment D

Contract Log # _____ ****SAMPLE CONTRACT****

CONTRACT BETWEEN TRANSPORTATION AUTHORITY OF MARIN AND _____ CONSULTANTS

THE ABOVE-REFERENCED CONTRACT (this “**Contract**”) is made and entered into effective as of the _____ day of _____, 2026 (the “**Effective Date**”) by and between the TRANSPORTATION AUTHORITY OF MARIN a Joint Powers Agency (hereinafter referred to as “**TAM**”), and _____, a California Corporation (hereinafter referred to as “**Consultant**”). TAM and Consultant are sometimes hereinafter referred to collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

WHEREAS, TAM manages a variety of transportation projects and programs in Marin County, California; and

WHEREAS, TAM and Consultant desire to enter into an independent contractor relationship whereby Consultant shall perform for TAM certain services as set forth in **Exhibit A** attached hereto and hereby incorporated herein (collectively, the “**Services**,” which shall include, without limitation, all services, materials and other work product provided by Consultant hereunder), subject to the terms and conditions of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. SERVICES

Scope of Work. Consultant agrees to provide the Services in a timely and professional manner, in accordance with the terms and conditions of this Contract. Subject to SECTION 11, should Consultant retain the assistance of any other person or entity to perform the Services, Consultant agrees and warrants that each such assistant shall execute an agreement containing substantially identical terms as this Contract with regard to the obligations imposed on Consultant under this Contract. Consultant agrees that the scope of the Services may be modified by TAM at any time and for any reason. Significant changes to **Exhibit A** Services may result in price adjustment as shown in **Exhibit B** upon mutual agreement of Parties. Consultant shall use its best professional skill and effort in performing the Services, which shall meet or exceed industry standards and Consultant shall complete each project, including any modifications by TAM thereto, on a timely basis.

Business Conflicts. Subject to Consultant's compliance with the terms and conditions of this Contract, including without limitation SECTION 16 and SECTION 17 below, Consultant may provide services for other parties, provided that the services provided by Consultant to third parties does not conflict with, and are not detrimental to, the interest of TAM. To ensure that Consultant does not provide services to third parties in a manner that conflicts with, or is detrimental to, the interests of TAM, Consultant shall fully and promptly disclose all possible conflicts to TAM.

SECTION 2. ACCESS TO LANDS AND DATA

TAM will work with the Consultant to gain access to and enter upon public and private lands as required to perform the Services. TAM shall make available all pertinent data and records for review by Consultant as required to perform the Services.

Attachment D

SECTION 3. FEES AND PAYMENT SCHEDULE

The method of payment for this contract will be based on **Cost Plus Fixed Fee**. Consultant will invoice TAM per the schedule shown in **Exhibit B**. The schedule of payments includes all consultant costs and fees including direct and indirect.

If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services and Schedule, which is attached hereto as "**Exhibit A**," TAM shall have the right to delay payment and/or terminate this Contract in accordance with the provisions of SECTION 18, "Termination/ Force Majeure" of this Contract.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by TAM's Contract Manager of itemized invoices. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed. Invoices shall follow the format stipulated for the approved Consultant Cost Proposal and shall reference this contract number and project title. The final invoice should be submitted within 60-calendar days after completion of the Consultant's work. Invoices shall be mailed and emailed as an attachment to TAM's Contract Manager at the address specified in SECTION 33 of this Contract.

The total amount payable by TAM shall not exceed the amount stipulated in SECTION 5 of this Contract.

All subcontracts shall contain the above provisions.

No retainage will be withheld by the TAM from progress payments due to the Consultant. Retainage by the Consultant or subconsultants is prohibited, and no retainage will be held by the Consultant from progress payments due to subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE consultants or subconsultants. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the TAM.

Consultant shall provide TAM with his/her/its Federal Tax I.D. number, a completed W-9 form, and payment method confirmation (check or ACH) prior to submitting the first invoice.

SECTION 4. COST PRINCIPLES

Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

Consultant also agrees to comply with all applicable federal procedures and guidelines.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to TAM.

SECTION 5. MAXIMUM COST TO TAM

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Project as shown in Exhibit A shall be performed for a Cost Plus Fixed Fee amount of _____ (\$_____). Payment to be per Exhibit B.

SECTION 6. TERM OF CONTRACT

This Contract shall commence on the Effective Date on page 1, and shall terminate _____ (____) months from that date (the "Term").

SECTION 7. INSURANCE

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to TAM. The general liability policy shall be endorsed naming the TRANSPORTATION AUTHORITY OF MARIN as an additional insured as well as the City of San Rafael. Each certificate of insurance must be current on the Effective Date and if scheduled to lapse prior to the end of the Term, must be automatically updated before final payment may be made to Consultant. Each certificate of insurance and required endorsement shall be furnished to TAM prior to Consultant's commencement of the Services. Should any of the required insurance policies in this contract be cancelled for any reason or non-renewed, it is the consultant's duty (the Named Insured on the policy) to notify TAM immediately upon receipt of the notice of cancellation or non-renewal from the insurance company or immediately upon consultant's decision to cancel or non-renew the insurance. Said policies shall remain in force through the Term and shall be payable on a per occurrence basis only, except those required by SECTION 7.4.a. and SECTION 7.4.b. which may be provided on a claims-made basis consistent with the criteria noted therein.

A Waiver of Subrogation is required to be prepared and submitted by the Consultant to TAM.

Failure to provide and maintain the insurance required by this Contract shall constitute a material breach of the Contract. In addition to any other available remedies, TAM may suspend payment to Consultant for any Services provided during any time that insurance was not in effect and until such time as Consultant provides adequate evidence that Consultant has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit D** attached hereto. A request for a waiver of the insurance requirements must specify whether Consultant is requesting reduced amounts of coverage or requesting to have a particular type of coverage waived entirely.

7.1 GENERAL LIABILITY

Consultant shall maintain a commercial general liability insurance policy in an amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence. TAM and the City of San Rafael shall be named as additional insureds on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit D)**

7.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit D)**

7.3 WORKERS' COMPENSATION

Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such

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provisions before commencing the performance of the work under this Contract. If Consultant has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to self-insure shall be provided to TAM prior to commencement of the Services.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit D)**

7.4 OTHER INSURANCE

Consultant may be required to carry additional insurance based upon the nature of the work to be performed (the Services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the Effective Date or the beginning of the work in the Contract. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of the work in the Contract or end of the Term, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the Effective Date, Consultant must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of the work in the Contract. Consultant shall maintain a policy limit of not less than Two Million Dollars (\$2,000,000) per incident, with a deductible or self-insured retention not to exceed *Twenty Five Thousand Dollars (\$25,000) unless approved by TAM in writing.

7.4.a. Professional Liability Insurance.....☒ **(check box if required)**

*Deductibles greater than Twenty Five Thousand Dollars (\$25,000) require Insurance Reduction/Waiver form **(Exhibit D)** to be completed.

7.4.b. Maritime Insurance.....☐ **(check box if required)**

Consultant's general liability and/or professional liability insurance may be provided, in part, by self-insurance as long as Consultant provides either (1) evidence to TAM that Consultant has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) Consultant's general insurance reserves are adequate to provide the necessary coverage and TAM may conclusively reply thereon, or (3) if Consultant has a deductible of One Hundred Thousand Dollars (\$100,000) or more, TAM shall have the same benefits and protections as if Consultant carried insurance with a third party insurance company, satisfying the insurance requirements within this Contract.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. Insurers not licensed in the State of California should have a current A.M. Best's rating of no less than A X.

If Consultant hires subcontractors, Consultant shall require its subcontractors to name Consultant and TAM as additional insured under its commercial general liability insurance policy and Consultant shall require all its subcontractors to furnish separate certificates and endorsements. All insurance for subcontractors shall be subject to all of the requirements stated herein.

SECTION 8. REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION

8.1 Representations and Warranties. Consultant hereby represents or covenants, as applicable, and warrants that it, and each of its directors officers, employees, members, managers, partners, permitted consultants, contractors, agents, successors, heirs, representatives, beneficiaries, administrators, executors, trustees, affiliates, permitted assigns and/or representatives (each and all, "Consultant" for the purposes of SECTION 9, SECTION 17, and SECTION 18): (i) is not a party to any agreement – and does not have any interest or obligation – that will limit, interfere, or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder; (ii) shall not, during the Term and thereafter, make any commitment or obligation or engage in any activity that will limit, interfere or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder, without obtaining TAM's express prior written approval; (iii) shall not

infringe any and all right, title and interest, including, but not limited to, any and all patent rights, mask work rights, copyrights, moral rights, trade secret rights, trademark rights, including any and all supplements, enhancements, modifications, translations and derivative works thereto, whether now known or hereafter devised, industrial property rights, all other intellectual property rights and property rights of any nature whatsoever, and any and all renewals of the foregoing (separately and collectively, **"Proprietary Rights"**) of TAM or any party in performing the Services or discharging any of Consultant's obligations hereunder; (iv) shall, at TAM's request, during the Term and thereafter, execute and/or verify any proper oath, assignment, application, specification or other document or instrument that TAM, its agents or attorneys (each a **"TAM Party"**), deems desirable or necessary to evidence or carry out this Contract's terms and conditions and/or compliance therewith; (v) shall use its best efforts to ensure that in performing the Services or fulfilling its obligations hereunder, Consultant does not in any way adversely impact TAM's reputation or goodwill; (vi) shall avoid deceptive, misleading, or unethical business practices; and (vii) shall comply with all applicable laws and governmental regulations in performing the Services and fulfilling its obligations hereunder.

8.2 Indemnity. Pursuant to CA Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold TAM, its employees, officers and agents harmless from all liabilities arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant.

SECTION 9. NONDISCRIMINATORY EMPLOYMENT

Consultant and/or any permitted sub-consultant shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sexual orientation, age or condition of disability. Consultant and/or any permitted sub-consultant understands and agrees that Consultant and/or any permitted sub-consultant is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

SECTION 10. DRUG-FREE WORKPLACE POLICY

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TAM's premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns will be deemed a material breach of this Contract.

SECTION 11. SUBCONTRACTING

Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior express written approval of TAM except for any subcontract work identified and expressly authorized by TAM herein. If Consultant hires a sub-consultant under this Contract, Consultant shall require sub-consultant to provide and maintain insurance coverage identical to what is required of Consultant under this Contract and shall require sub-consultant to name Consultant as additional insured alongside the agencies mentioned in SECTION 7 under each policy in accordance with this Contract. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its sub-consultant and shall forward to TAM evidence of same.

Nothing contained in this Contract or otherwise, shall create any contractual relation between TAM and any subconsultants, and no subconsultant shall relieve Consultant of his/her responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAM for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultants is an independent obligation from TAM's obligation to make payments to Consultant.

Consultant shall provide the TAM with copies of executed subconsultant agreements prior to commencing work.

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Any subcontract entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the TAM.

Any substitution of subconsultants must be approved in writing by TAM in advance of assigning work to a substitute subconsultant.

SECTION 12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

TAM complies with DOT regulations regarding Disadvantaged Business Enterprises (DBE). Consultant shall cooperate with TAM in meeting its commitments and objectives to ensure nondiscrimination in the award and administration of Authority Contracts and shall use its best efforts to ensure that barriers to participation do not exist. Consultant, or subconsultant, shall take necessary and reasonable steps to ensure that all qualified businesses including DBEs have opportunities to participate in the contract (49 CFR 26).

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or gender in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

SECTION 13. ASSIGNMENT

The rights, responsibilities and duties under this Contract are personal to Consultant and may not be transferred or assigned without the express prior written consent of TAM. Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing. Subject to the foregoing restrictions, this Contract shall be binding upon, and inure to the benefit of, the Parties and their respective, heirs, administrators, executors, trustees, successors and permitted assigns.

SECTION 14. LICENSING AND PERMITS

Consultant shall, at its sole expense, maintain all required government and other regulatory licenses throughout the Term of this Contract. Consultant shall also, at its sole expense, obtain any and all permits which might be required to perform the Services.

SECTION 15. BOOKS OF RECORD AND AUDIT PROVISION

Consultant shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be kept in accordance with generally accepted accounting practices. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the end of the Term or earlier termination of this Contract. Consultant will permit TAM, the state, the State Auditor, FHWA, or any duly authorized representative of the federal government to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Consultant shall promptly refund to TAM any monies erroneously charged to TAM.

SECTION 16. CONFIDENTIALITY

16.1 Confidential Information. Consultant agrees that during the Term of this Contract, and thereafter, Consultant shall keep TAM's Confidential Information (as hereinafter defined) confidential and shall not, directly or indirectly, on behalf of Consultant or any third party, use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information, except as expressly provided herein solely for TAM's benefit. "**Confidential Information**" means any confidential, trade secret or other proprietary information (in whatever form or media, and whether or not marked as confidential) disclosed by TAM to Consultant under this Contract (including, without limitation, any reproductions or copies thereof), except information that the Consultant clearly proves to TAM: (a) is public knowledge at the time of disclosure, (b) was known by the Consultant before disclosure by TAM, or becomes public knowledge or otherwise known to the Consultant after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the Consultant by persons without access to Confidential Information of TAM. Confidential Information shall include, without limitation, the following categories of information: any and all nonpublic information relating to TAM, methodologies, data, databases, know-how, procedures, techniques, tutorials and processes of TAM, services rendered or deliverables furnished by TAM, financial and operational information, and other matters relating to the operations or projects of TAM including traffic data and traffic studies, information relating to actual or potential clients and/or client lists, client requirements, forecasts and projections, accounting, finance or tax information, pricing information, and the terms of this Contract.

16.2 Protection and Disclosure of Confidential Information. The Consultant shall exercise at least the same degree of care and protection with respect to the Confidential Information of TAM that it exercises with respect to its own Confidential Information, but in no event shall the Consultant exercise less than a reasonable standard of care, and in addition shall not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of TAM except to the extent expressly permitted in writing by TAM. Notwithstanding the above, the Consultant may disclose Confidential Information of TAM to the employees and agents of the Consultant who have a bona fide need to know and to third parties if so required by law (including court order or subpoena), provided that such disclosure is made in accordance with the terms of SECTION 17.3. Consultant acknowledges that breach of this Section will cause irreparable harm to TAM entitling TAM to injunctive relief, among other remedies.

16.3 Notification Obligation. If the Consultant becomes aware of any unauthorized use or disclosure of the Confidential Information, the Consultant shall promptly and fully notify TAM of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Consultant or any of its employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, the Consultant shall not disclose the Confidential Information without providing TAM at least twenty-four (24) hours prior written notice of any such request or requirement so that TAM may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. Notwithstanding the foregoing, the Consultant shall exercise its best efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with TAM to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

16.4 Restricted Storage and Access. Consultant shall access Confidential Information that is stored electronically only via TAM's computers, and shall access Confidential Information only while Consultant is at TAM's offices, unless otherwise expressly authorized by TAM in writing. If Consultant wishes to store Confidential Information electronically, Consultant may only store such Confidential Information on TAM's computers located at TAM's offices. Under no circumstances shall Consultant copy Confidential Information onto non-TAM computers or other equipment not owned by TAM without the express prior written consent of TAM. Consultant shall not remove any Confidential Information from TAM's offices without the express prior written consent of TAM. TAM reserves the right, in its sole discretion, to revoke any authorization or consent given hereunder.

16.5 Mutual Cooperation. Each Party shall notify and cooperate with the other Party in enforcing TAM's rights if such Party becomes aware of a threatened or actual violation of TAM's confidentiality

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requirements by a third party. Upon reasonable request by TAM, the Consultant shall provide copies of the confidentiality agreements entered into with its agents or independent contractors relating to this Contract.

16.6 Return of Confidential Information. Upon the termination or expiration and non-renewal of this Contract or upon the request of TAM, Consultant shall either promptly return the Confidential Information, and any and all reproductions and copies thereof, to TAM or destroy all such Confidential Information, and Consultant shall sign an affidavit certifying to TAM under penalty of perjury that all such Confidential Information in Consultant's possession has been returned or destroyed.

SECTION 17. WORKS FOR HIRE

17.1 Work Product. Consultant acknowledges and agrees that the Proprietary Rights in and to any and all studies, deliverables, inventions, ideas, improvements, know-how, designs and discoveries, whether or not patentable and whether or not reduced to practice, patents, trademarks, trade secrets, original works of authorship (including, but not limited to, all algorithms, HTML, Java files and associated data, graphic materials, illustrations, creative writings, written information, photographs, product documentation, flow charts, databases, developments, processes, techniques, formulae, technology, drawings, marketing, advertising, product plans, reports, specifications, technical data, any computer program (source code and object code), research, schematics, prototypes, models and products) made, conceived and/or created by Consultant, whether solely or jointly with others that: (i) is developed in whole or in part on TAM's time or using TAM's computers, equipment, supplies, facilities or Confidential Information; (ii) results from, or is suggested by, any task or project assigned to Consultant under this Contract, the Services or the fulfillment of Consultant's obligations under this Contract; or (iii) relates in any manner to the actual or reasonably anticipated project, work, research and/or operations of TAM (separately and collectively, "**Work Product**"), is solely owned by, and belongs to, TAM. Consultant expressly acknowledges and agrees that all such works of authorship are "works made for hire" as defined in the U.S. Copyright Act and belong exclusively to TAM to the fullest extent permitted under applicable law. Consultant hereby waives and shall not assert any and all moral rights Consultant may have to such works of authorship, which may inure to Consultant under the laws of any nation.

17.2 Assignment of Work Product. If Work Product, or any part thereof, is for any reason deemed not to constitute works made for hire owned by TAM, or if Consultant should, by operation of law or otherwise, be deemed to retain any rights thereto, for good and valuable consideration, including without limitation the consideration recited herein, Consultant hereby grants, conveys, bargains, sells, assigns, transfers and delivers to TAM, its successors and assigns, any and all of Consultant's Proprietary Rights, in and to the Work Product. Consultant also expressly assigns to TAM all legal rights necessary for TAM to pursue any legal action against any third party arising out of or in connection with the Work Product assigned hereunder. Consultant shall cause Consultant's permitted successors and assigns to assign all Proprietary Rights in Work Product to TAM to the maximum extent permitted by law. Consultant covenants not to personally, or cause any third party to, infringe any of TAM's Proprietary Rights in or to the Work Product. Upon the request of TAM, its agents or attorneys (each a "**TAM Party**"), Consultant shall promptly execute further written assignments and any additional document a TAM Party, in its sole and absolute discretion, deems necessary to effect, record and/or perfect the transfer of rights, title and interest in and to the Work Product.

17.3 Disclosure of Work Product. Consultant agrees that in connection with any Work Product Consultant shall: (i) promptly disclose such Work Product in writing to TAM (which shall be received in confidence by TAM), to permit TAM to claim rights to which it may be entitled under this Contract, and (ii) if TAM requests, promptly execute any additional written assignment of title to TAM for any Work Product required to be assigned by this SECTION 17 and Consultant shall preserve any such Work Product as Confidential Information of TAM. If Consultant believes that Consultant is entitled to ownership, either in whole or in part, of any Work Product, Consultant shall immediately so notify TAM's Board in writing. Consultant shall preserve all Work Product as Confidential Information of TAM. Consultant expressly agrees and covenants to keep and maintain adequate and current written records of all Work Product. The records

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will be in the form of notes, sketches, drawings and any other format that may be specified by TAM and shall at all times be available to, and remain the sole property of, TAM.

17.4 Maintain of Work Product after Termination of the Contract. Consultant should only keep the final Work Product and delete all drafts or interim versions of the Work Product. Consultant will notice TAM 60 days after the termination of the Contract that Consultant only kept the final version of the Work Product.

17.5 Termination of Proprietary Rights. TAM and Consultant hereby acknowledge that certain Proprietary Rights in and to Work Product assigned to TAM hereunder may, under certain circumstances and after the assignment thereof to TAM, be terminated by Consultant in accordance with the provisions of the Copyright Act. The Parties further acknowledge that it is their intention that, if any such assignments are terminated by Consultant, TAM shall have the exclusive rights of first and last refusal with respect thereto, which right of first and last refusal shall be exercised as follows:

Until the expiration of a period of sixty (60) days following TAM's receipt of a valid notice of termination with respect to any such Proprietary Rights, Consultant shall not negotiate with any third party with respect to the grant, sale, assignment, license, or other transfer of the Work Product thereof. During said sixty (60) day period, Consultant shall negotiate in good faith and exert best efforts to reach an agreement with TAM for TAM's acquisition of such Proprietary Rights and/or Work Product. If TAM and Consultant fail to reach agreement by the end of said sixty (60) day period, Consultant shall be free to negotiate with third parties for the grant, sale, assignment, license, or other transfer of such Proprietary Rights and/or Work Product, only for terms and conditions more favorable to Consultant than those last offered by TAM.

If Consultant receives such a bona fide offer from a third party, which offer Consultant wishes to accept, Consultant shall notify TAM of the terms therein in writing and TAM shall have ten (10) days from its receipt thereof to notify Consultant that it desires to acquire the Proprietary Rights and/or Work Product subject to the terms of such offer. If TAM so notifies Consultant, such copyrights shall automatically vest in TAM and Consultant shall enter into a written agreement with TAM reflecting such terms and conditions promptly after Consultant's receipt of such notice. If TAM does not so notify Consultant and Consultant does not accept such third party offer, the foregoing procedures shall apply to any further offers which Consultant receives and wishes to accept, including any offer containing identical terms and conditions rejected by Consultant, whether received by Consultant from the same or from a different third party.

17.6 Patent, Trademark and Copyright Registrations. Consultant agrees to assist any TAM Party, at TAM's expense, to secure TAM's rights in the Work Product and any Proprietary Rights relating thereto in any and all countries, including the disclosure to TAM of all pertinent information, written records and data with respect thereto, the execution of all applications, specifications, oaths, assignments and other instruments that a TAM Party, in its sole discretion, deems necessary to apply for and obtain such rights. Upon the request of a TAM Party, Consultant shall promptly execute any and all applications for U.S. or foreign patent, trademark or copyright registrations regarding Work Product and execute any additional documents and do all other lawfully permitted acts to further the prosecution and issuance letters of registration thereon. Consultant hereby irrevocably appoints each TAM Party as Consultant's attorney-in-fact for the purpose of executing such registration applications, assignments and additional documents in Consultant's name and stead and with the same legal force and effect as if executed by Consultant.

17.7 Artificial Intelligence. Consultant, and subconsultants, agree to comply with TAM Artificial Intelligence (AI) policy that requires disclosure of the use of AI, as well as explicit language addressing data ownership, security, audit rights, and model limitations. Consultant, and subconsultants, will update TAM with any changes in the use or security of AI or any unauthorized release of data.

SECTION 18. TERMINATION / FORCE MAJEURE

A. If Consultant fails to properly provide in any manner the Services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law

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which applies to its performance hereunder, TAM may terminate this Contract by giving five (5) calendar days written notice to Consultant.

- B. Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the nonperforming Party.
- C. Either Party may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent in accordance with SECTION 33.
- D. In the event of termination not due to the fault of Consultant, Consultant shall be paid for Services properly performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract including any and all amendments thereto.
- E. Upon receipt of termination notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Contract on the date specified by TAM and to minimize the liability of Consultant and TAM to third parties as a result of termination. All such actions shall be subject to the prior approval of TAM. Such actions shall include, without limitation:
 - i. Halting the performance of the Services and other work under this Consultant on the date(s) and in the manner specified by TAM.
 - ii. Not placing any further orders or subcontracts for materials, services, equipment or other items.
 - iii. Terminating all existing orders and subcontracts.
 - iv. At TAM's direction, assigning to TAM any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, TAM shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - v. Subject to TAM's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
 - vi. Completing performance of any Services or work that TAM designates to be completed prior to the date of termination specified by TAM.
 - vii. Taking such action as may be necessary, or as TAM may direct, for the protection and preservation of any property related to this Contract which is in the possession of Consultant and in which TAM has or may acquire an interest.
- F. In no event shall TAM be liable for costs incurred by Consultant or any of its sub-consultants after the termination date specified by TAM, except for those costs associated in compliance with the immediately preceding subsection (E). Non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under subsection (E).
- G. TAM's payment obligation under this Section shall survive termination of this Contract.

SECTION 19. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

- A. SECTION 16, SECTION 17, and each other provision of this Contract that may be reasonably construed to survive termination hereof, shall survive termination or expiration of this Contract for any reason.
- B. Subject to the immediately preceding subsection (A), upon termination of this Contract prior to the expiration of the Term specified in SECTION 6, this Contract shall terminate and be of no further force or

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effect. Consultant shall transfer title to TAM, and deliver in the manner, at the times, and to the extent, if any, directed by TAM, any work in progress, completed work, supplies, equipment, and other materials produced as part of, or acquired in connection with the performance of this Contract, and any completed or partially completed work which, if this Contract had been completed, would have been required to be furnished to TAM. This subsection shall survive termination of this Contract.

SECTION 20. RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood that in the performances of the Services herein, Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of TAM. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all payroll withholding taxes, social security, and worker's compensation arising from or relating to Services. Consultant or any agent or employee of Consultant is liable for the acts or omissions of itself, its employees and its agents. Nothing in this Contract shall be construed as creating an employment or agency relationship between TAM and Consultant or any agent or employee of Consultant.

Any terms in this Contract referring to direction from TAM shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. TAM does not retain the right to control the means or the method by which Consultant performs work under this Contract.

SECTION 21. PAYMENT OF TAXES AND OTHER EXPENSES

Should TAM, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this Contract shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability). TAM shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Consultant for TAM, upon notification of such fact by TAM, Consultant shall promptly remit such amount due or arrange with TAM to have the amount due withheld from future payments to Consultant under this Contract (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Contract, Consultant shall not be considered an employee of TAM. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in TAM's financial liability so that TAM's total expenses under this Contract are not greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant was not an employee.

SECTION 22. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by TAM, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory work, equipment, or materials, and thereafter the unsatisfactory character of such work, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by TAM and in such case must be replaced by Consultant without delay.

SECTION 23. SUBMITTING FALSE CLAIMS AND MONETARY PENALTIES

Pursuant to Government Code sections 12650 et seq., any Consultant or sub-consultant who submits a false claim shall be liable to TAM for three times the amount of damages that TAM sustains because of the false claim. A Consultant or sub-consultant who submits a false claim shall also be liable to TAM for the costs of a

Attachment D

civil action brought to recover any of those penalties or damages, and may be liable to TAM for a civil penalty for up to \$10,000 for each false claim. A Consultant or sub-consultant will be deemed to have submitted a false claim to TAM if the Consultant or sub-consultant: (a) knowingly presents or causes to be presented to an officer or employee of TAM, a false claim for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by TAM; (c) conspires to defraud TAM by getting a false claim allowed or paid by TAM; (d) has possession, custody, or control of public property or money used or to be used by TAM and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by TAM and knowingly makes or delivers a receipt that falsely represent the property used or to be used; (f) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TAM; (g) is a beneficiary of an inadvertent submission of a false claim to TAM, subsequently discovers the falsity of the claim, and fails to disclose the false claim to TAM within a reasonable time after discovery of the false claim.

SECTION 24. MODIFICATION OF CONTRACT

This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by duly authorized officers or representatives of both Parties and approved in the same manner as this Contract.

SECTION 25. ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the Parties, and supersedes all other oral or written agreements, understandings and provisions between them, concerning the subject matter hereof. This Contract may be modified only as provided in SECTION 24.

SECTION 26. SEVERABILITY

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such invalid or unenforceable provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

SECTION 27. JURISDICTION AND VENUE / LEGAL EXPENSES

This Contract shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws principles. The Parties agree that exclusive venue for any dispute arising hereunder shall be in a state court located in Marin County, California, or federal court located in San Francisco, California, and the Parties hereby consent to the exclusive jurisdiction of such courts. If TAM initiates legal action to enforce its rights under this Agreement, TAM shall be entitled, in addition to all other remedies available under law, to recover its legal expenses incurred in connection therewith, including without limitation reasonable attorney's and expert witness fees.

SECTION 28. LIABILITY OF TAM

TAM's payment of obligations under this Contract shall be limited to the payment of the compensation provided for in SECTION 3 and SECTION 5 of this Contract. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL TAM BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN

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CONNECTION WITH THIS CONTRACT, EVEN IF TAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 29. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with any and all Federal, State and local laws (including, but not limited to Covenant Against Contingent Fees, below) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from TAM's contact person referenced in SECTION 33 (NOTICES) below.

SECTION 30. COVENANT AGAINST CONTINGENCY FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant; to solicit or secure this Contract; and that it has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 31. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION / MISCELLANEOUS

Should any question arise as to the meaning and intent of this Contract, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Executive Director of TAM, who shall decide the true meaning and intent of the Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings used in this Contract are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Contract. This Contract shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Contract. Whenever used in this Contract, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, corporation, or other legal entity all as the context and meaning of this Contract may require.

SECTION 32. DEBARMENT AND SUSPENSION CERTIFICATION

The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAM.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom the exceptions apply, initiating agency, and dates of action.

SECTION 33. NOTICES

All notices permitted or required under this Contract shall be in writing and shall be sent by registered or certified mail, or by FedEx or other similar overnight courier, to the Parties at their respective addresses below. A notice sent by registered or certified mail shall be deemed given five (5) business days after deposited in the mail, or one (1) business day after being sent by FedEx or similar overnight courier for next day delivery. This Contract shall be managed and administered on TAM's behalf by the Contract Manager

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named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to TAM at the following location:

Contract Manager:	Ray Rodriguez
Location:	900 5 th Avenue, Suite 100 San Rafael, CA 94901
Contact:	415.226.0831 rrodriguez@tam.ca.gov

Notices shall be given to Consultant at the following address:

Consultant:	
Location:	
Contact:	

SECTION 34. ACKNOWLEDGEMENT OF EXHIBITS

**CONSULTANT'S
INITIALS**

<u>EXHIBIT A.</u>	☒	<u>Scope of Services and Schedule</u>
<u>EXHIBIT B.</u>	☒	<u>Schedule of Payments</u>
<u>EXHIBIT C</u>	☒	<u>Request for Qualifications dated July 21, 2026</u>
<u>EXHIBIT D.</u>	☐	<u>Insurance Reduction/Waiver</u>

IN WITNESS WHEREOF, the Parties have executed this Contract on the Effective Date.

TRANSPORTATION AUTHORITY OF MARIN:

CONSULTANT:

By: _____
Anne Richman, Executive Director

By: _____
Authorized Signature

Name (Print)

Title

Company Name

Federal Employer ID Number or SSN

Transportation Authority of Marin

Artificial Intelligence (AI) Usage Policy

Purpose

This policy establishes principles and guardrails for the responsible use of Artificial Intelligence (AI) by the Transportation Authority of Marin (TAM) to improve public services while protecting privacy, resources, equity, transparency, and public trust.

Scope

This policy applies to all departments, employees, contractors, and vendors using or procuring AI systems or AI-assisted tools on behalf of TAM.

Guiding Principles

1. **Public Benefit** – AI use must support legitimate government functions and improve service delivery, efficiency, accessibility, or decision-making.
2. **Human Oversight** – AI shall augment, not replace, human judgment. Final decisions affecting residents, employees, partners, or legal rights must involve human review.
3. **Transparency** – TAM will be transparent about when AI is used, its purpose, and its limitations, consistent with law and operational needs.
4. **Equity & Fairness** – AI-generated work product must be evaluated for bias and disparate impacts. Judicious efforts will be made to analyze the impact of TAM's use of AI on economic factors including employment.
5. **Privacy & Data Protection** – AI use must comply with all applicable privacy, records retention, and data security laws and policies. Reasonable steps shall be taken to preserve privacy in use of AI systems by safeguarding personally identifiable information (PII) and sensitive data from unauthorized access, disclosure, and manipulation.
6. **Security & Safety**: TAM should strive to use AI systems that maintain confidentiality, integrity, and availability through safeguards that prevent unauthorized access and use of TAM resources and data.
7. **Accountability & Empowerment** – Departments remain accountable for outcomes produced with AI assistance. The use of AI must be balanced with the ethical acquisition and use of information through AI. Staff are empowered to use AI in their roles through education, training, and collaborations that promote participation and opportunity and embrace the ethical balance.

Acceptable Uses

AI may be used to:

- Draft, summarize, translate, or analyze text for internal efficiency
- Support public service and information access (with clear disclosure)
- Assist with data analysis, forecasting, and operational planning
- Enhance accessibility (e.g., language translation, captioning, graphics, and charts)

Prohibited Uses

AI may not be used to:

- Fully automate decisions that do not require any meaningful human oversight but substantially impact individuals.
- Make final determinations on eligibility, benefits, enforcement, discipline, or legal rights .
- Conduct mass surveillance, facial recognition, or social scoring unless explicitly authorized by law and governing body. Perform real-time and covert biometric identification.
- Classify human facial or body movements into certain emotions or sentiment with the use of computer vision techniques or emotion analysis. (e.g., positive, negative, neutral, happy, angry, nervous).
- Conduct Social scoring, or the use of AI systems to track and classify individuals based on their behaviors, socioeconomic status, or personal characteristics.
- Perform cognitive behavioral manipulation of people or specific vulnerable groups.
- Create art, graphics, documents, or other creative content without credit, attribution, and/or compensation to the original creator.
- Collect, process, or share personal data in violation of law or policy
- Generate deceptive, discriminatory, or misleading content

Procurement & Approval

- AI tools must undergo review for legal compliance, data security, privacy, and equity risks prior to procurement or deployment.
- Contracts with all vendors who use or may use AI must address data ownership, security, audit rights, and model limitations. This requirement may be phased in for existing contracts (at time of policy approval).

Training & Use

- Employees using AI must review TAM policies and are encouraged to complete regular training.
- Employees are to use caution when using AI tools and technology likely incorporating AI and are encouraged to use approved AI tools on TAM devices to the degree possible. Many tools in common usage incorporate AI without disclosure and employees need to be aware of the practice.
- Staff are responsible for validating AI output for accuracy and appropriateness and confirming that vendors and contractors have also done the same. If TAM staff become aware of an instance where an AI system has caused harm or been used contrary to this policy, staff must report the instance to their supervisor and the Director of Finance & Administration.
- If an AI system operated by TAM or on its behalf ceases to provide positive utility to TAM's stakeholders as determined by a department director, then the use of that AI system must be halted unless express exception is provided by the Executive Director. If the abrupt cessation of the use of that AI system would significantly disrupt the delivery of TAM services, usage of the AI system shall be gradually phased out over time.

Governance & Review

- This policy will be reviewed at least annually and updated as laws, technologies, and best practices evolve.
- TAM is subject to the Public Records Act. TAM staff must follow all current procedures for records retention and disclosure.
- All employees and agents of TAM, whether permanent or temporary, interns, volunteers, contractors, consultants, vendors, and other third parties operating AI systems on behalf of TAM are required to abide by this Policy, or any other applicable policy.
- Departments must report material AI incidents, errors, or risks promptly.

Violations of the AI Policy

Violations of any section of the AI Policy may be subject to disciplinary action, up to and including termination. Violations made by a third party while operating an AI system on behalf of TAM may result in a breach of contract and/or pursuit of damages. Infractions that violate local, state, federal or international law may be remanded to the proper authorities.

Terms & Definitions

Artificial Intelligence: “Artificial intelligence” or “AI” is a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. Artificial intelligence systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.

Algorithm: A series of logical steps through which an agent (typically a computer or software program) turns particular inputs into particular outputs.

AI system: Any system, software, sensor, or process that automatically generates outputs including, but not limited to, predictions, recommendations, or decisions that augment or replace human decision-making. This extends to software, hardware, algorithms, and data generated by these systems, used to automate large-scale processes or analyze large data sets.

TAM: Refers to the agency, its employees, contractors, and agents who work on its behalf.

Acknowledgement

This policy was developed using materials provided through the coordinated efforts of thousands in the GovAI Coalition who empower governments to leverage AI for the public good.

Approved by the TAM Board on April 23, 2026.

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					☐ CHECK IF BRANCH OFFICE		
b.					☐ CHECK IF BRANCH OFFICE		
c.					☐ CHECK IF BRANCH OFFICE		
d.					☐ CHECK IF BRANCH OFFICE		
e.					☐ CHECK IF BRANCH OFFICE		
f.					☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

Attachment F

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION (City and State)			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		☐ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		☐ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		☐ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		☐ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		☐ Check if project performed with current firm	

Attachment F

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

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H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

[illegible]



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* _____

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

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- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____
- Years of consultant's experience with 48 CFR Part 31 is _____
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit

Local Govt ICR Audit

Caltrans ICR Audit

CPA ICR Audit

Federal Govt ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** _____

Title:**: _____

Signature: _____

Date: _____

Phone:**: _____

Email:**: _____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.