



Association of Monterey Bay Area Governments

Request for Proposals

for

On Call Translation and Interpretation Services

Not to Exceed \$12,500

Issued: August 7, 2017

Questions Due: August 23, 2017 due by 4:00 p.m. (PDT)

Deadline (received by AMBAG): September 14, 2017 due by 4:00 p.m. (PDT)

Submit all questions and proposals to:

Sean Vienna | AMBAG | 24580 Silver Cloud Court, Monterey, CA 93940 | svienna@ambag.org | fax 831.883.3755

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Introduction

The Monterey Bay region is a diverse area in which a number of residents speak a language other than English at home. The 2015 update to the Association of Monterey Bay Area Governments (AMBAG) Limited English Proficiency (LEP) Plan found that a large percentage of those residents speak Spanish, making up the most significant population of LEP individuals in the region. In order to ensure meaningful access to services provided by AMBAG, the agency determined that vital documents and information about services must be provided in Spanish. AMBAG is soliciting Requests for Proposals (RFP) from experienced interpreters and translators to provide professional services for public engagement, community outreach, education, marketing and advertising initiatives.

AMBAG seeks a consultant to provide an array of as-needed, culturally and linguistically competent language services. This may include in-person consecutive and simultaneous interpretation at public meetings and workshops, interpretation of oral communication to and from English and Spanish, and translation of written, electronic and multi-media material to assist AMBAG in meeting the language access needs of residents and visitors. In the past, AMBAG has received requests for Tagalog and Triqui simultaneous interpretations at public meetings and the consultant should also be able to provide these services as needed.

The purpose of this RFP is to invite interested organizations and individuals to demonstrate their background, qualifications, competence and capabilities, to establish an on call contract for interpreters/translators that can be utilized at any time through June 30, 2020. In order to be considered, proposals must demonstrate experience in related areas described above and project experience shall be provided to reflect the record of performance and operation in this field for a three (3) year period of time.

As the Metropolitan Planning Organization (MPO) for the tri-county region of Monterey, San Benito and Santa Cruz counties, AMBAG serves three counties and 18 cities. AMBAG serves as a regional forum for decision-making on issues such as growth, transportation, environmental management, housing, open space, air quality, energy programs, economic development and other regional issues. AMBAG is overseen by a Board of Directors which establishes regional transportation policies and programs. More information can be found at www.ambag.org.

AMBAG seeks qualified Spanish (and other languages as requested) interpreters and translators in the tri-county region of Monterey, San Benito and Santa Cruz counties, who meet the following requirements, in general:

- Possess technical expertise, knowledge and/or vocabulary in English and Spanish on the general subject areas of public law, government affairs and administration, urban planning, transportation planning, sustainable communities and public decision-making processes
- Intimately familiar with the cultures of both the original language and the target language
- Ability to express thoughts clearly and accurately in Spanish (and other languages as requested)

- Excellent note-taking skills (when consecutive interpreting)
- Have access to the necessary equipment and capacity to perform assignments
- Can provide the required deliverables in desired format, depending on assignment (e.g. Microsoft Word or PowerPoint; Adobe InDesign, Illustrator, Photoshop; video or voice recordings; etc.)
- Will assign rights to AMBAG to use translated or interpreted media for an unlimited time
- Certified by a nationally recognized language testing organization for language proficiency in both English and Spanish is desirable, but not required.

Scope of Work & Project Deliverables

The following provides details of the scope of services required under this contract. Respondents to this RFP should build on this general description by proposing a scope of work with specific sub-tasks as deemed appropriate. Respondents should also refer to the Proposal Requirements, and Evaluation and Selection Process sections for additional requirements.

The scope of services anticipated by this RFP will be determined on a case-by-case basis, not to exceed \$12,500, throughout the 3-year period, depending on the assignment. Upon conclusion of the negotiation process, the selected consultant will be required to prepare a final work plan and budget for inclusion into a final contract. If additional tasks are identified, additional task orders will be issued in the future. Tasks may include some or all of the following Spanish interpretation and translation services:

General Translation Services (October 2017 – June 2020)

- In-person consecutive or simultaneous interpretation at public meetings and workshops
- Interpretation of oral communication to and from English and Spanish, other languages such as Tagalog or Triqui may be requested
- Translation of written, electronic, website, and multi-media material
- Travel within Monterey, San Benito and Santa Cruz counties
- Provision of all equipment
- One – or multiple - day assignments, depending on need

The first task order will be for work related to the 2040 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). The schedule for work under the first task order will be from October 2017 to July 2018. The expected translation and interpretation services under the First Task Order will be in person interpretation and interpretation of oral communication at public workshops and meetings (four-five meetings/workshops anticipated in January 2018) and translation of written materials related to the 2040 MTP/SCS. Additional task orders may be added at a later date for translation services for other planning projects.

Schedule

Task	Completion Date
Release RFP	August 7, 2017
Questions Due	August 23, 2017
Post responses to questions/addendum (as needed)	August 25, 2017
Proposals Due	September 14, 2017
Evaluation Committee Completes Proposal Review	September 20, 2017
Consultant Selection and Notice of Intent	September 25, 2017
Candidates Not Recommended for Selection Notified	September 25, 2017
Notice of Intent to Protest Deadline	September 28, 2015
AMBAG Board Approval of Consultant	October 11, 2017
Execute Contract	October 12, 2017
Project Initiation	October 16, 2017

Proposal Submittal

Interested consultants must submit a digital copy of the proposal to the Project Manager as follows:

Digital: Send as a single PDF or PDF portfolio

All submissions must be received by AMBAG on or before September 14, 2017 at 4:00 p.m. Pacific Daylight Time (PDT). By submitting a proposal, the proposer certifies that his or her name or the consultant firm's name, as well as the name of proposer's subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall become public record. No proposal shall be returned after the date and time set for opening thereof.

Submittal Questions and Addenda

All questions regarding this RFP should be received no later than August 23, 2017 at 4:00 p.m. PDT by e-mail to Sean Vienna at svienna@ambag.org or by fax to 831.883.3755. Responses that require that an addendum be issued to the RFP will be posted on the AMBAG website at www.ambag.org on or before August 25, 2017 at 4:00 p.m. PDT. It is the responsibility of the proposers to check the AMBAG website to determine if any addenda have been issued. Any addenda to the RFP will become part of the RFP.

AMBAG reserves the right to revise the RFP prior to the date that proposals are due. It is the responsibility of the proposers to check the AMBAG website to determine if a modified RFP has been issued.

Notice of Award

The final recommended consultant shall be informed by phone on or before September 25, 2017. Candidates not recommended for contract award shall be informed by September 25, 2017.

Project Manager

Sean Vienna, Planner
Association of Monterey Bay Area Governments
24580 Silver Cloud Court, Monterey, CA 93940
Email | svienna@ambag.org (preferred communication)
Phone: | 831-883.5084
Fax | 831.883.3755

Proposal Requirements

- A. Proposals should be concise, well organized and demonstrate the proposer's qualifications and experience applicable to the project. Proposals shall be limited to 25 one-sided pages (8.5 inches x 11 inches). The proposal must include a discussion of the proposer's approach to the project, a description of the firm's qualifications for the scope of work and a cost estimate. In response to this RFP, you must clearly and accurately demonstrate your specialized knowledge and experience required for consideration. The proposal should include a cover letter, indicating the individual authorized to enter into a contract, summary of experience, statement of how you can fulfill the requirements of this RFP and three professional references with contact information. Additionally, samples of work or relevant projects, for example, high quality document translations from English to Spanish, video or voice recording of interpretation services provided, etc. should also be included. Samples will not be returned. A resume including clients and a list of a minimum of three references with details about relevant projects or assignments you completed. Finally, please include rate schedule for interpretation and translation services. Include not just the hourly rate, but also details on price per word and price per page. If applicable, include costs of similar assignments.
- B. The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.
- C. Failure to comply with the requirements of the RFP may result in disqualification. AMBAG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. AMBAG may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be interpreted in favor of AMBAG.
- D. The proposer shall certify whether it takes no exception(s) to this RFP and the draft contract. If the proposer does take exception(s) to any portion of the RFP or the draft contract, the specific portion to which exception(s) is taken must be identified and explained. Failure to make exceptions to the RFP or draft contract within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

- E. AMBAG reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposals deemed most advantageous to AMBAG.

Evaluation and Selection Process

- A. Based upon the proposals and other appropriate evaluation factors, the top-ranked proposer will be identified and short listed. Negotiations with the selected firm may cover: scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort, and price.
- B. Proposers will be evaluated on the following criteria according to the weights assigned below.
- C. All proposals must be completed and convey all of the information requested in order to be considered responsive. The proposals then will be evaluated on the basis of the criteria listed below. The total number of points used to score the proposals is 100.
- D. Evaluation factors and point values will be as follows:

Criteria	Description	Points
Proposed method to accomplish the work	<ul style="list-style-type: none"> ▪ Professional qualifications ▪ Relevant experience 	20
Project experience	<ul style="list-style-type: none"> ▪ Nature, quality, and relevance of recently completed projects 	25
Staff Qualifications	<ul style="list-style-type: none"> ▪ Unique qualifications of key personnel 	20
Cost or Best Value	<ul style="list-style-type: none"> ▪ Ranking of comparative costs among proposed firms, providing the best value of services offered 	35
Total		100

All proposers must complete a Cost Estimate form (see Incorporation of Attachments: RFP Attachment A) in addition to the written proposal.

The Evaluation Committee will review all submitted proposals. Proposers may be emailed and asked for further information, if necessary. The Evaluation Committee will make recommendations to AMBAG's Executive Director on the basis of the proposal and reference check. AMBAG's Executive Director will review the Evaluation Committee's recommendation and make the final recommended selection to the AMBAG Board of Directors. If the Board of Directors selects a different consultant than the one recommended by the Evaluation Committee, the Project Manager, in consultation with the AMBAG Executive Director, will prepare a memo explaining the selection.

Contractual Information and Payment Schedule

The contract for On Call Translation and Interpretation Services will be between AMBAG and the Consultant. The consultant will invoice AMBAG for services rendered, and AMBAG will compensate the consultant for these services as set forth in the contract. Funding for the consultant services will be provided by AMBAG. The project deliverables will be reviewed by the AMBAG Project Manager.

The Consultant will be paid based on work actually performed, and accepted in writing by AMBAG, during the preceding month. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month.

Terms & Conditions

A. Limitations

This RFP does not commit AMBAG to award a contract, to pay any pre-contractual expenses, or to procure or contract for services or supplies. AMBAG expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Proposer and of the suitability of the materials and/or services to be rendered. AMBAG reserves the right to withdraw this RFP at any time without prior notice. Further, AMBAG reserves the right to modify the RFP schedule (see schedule on page 2).

B. Award

AMBAG may ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. AMBAG also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of AMBAG shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

D. Pre-contractual Expenses

Pre-contractual expenses include any expenses incurred by Proposers and selected contractor in:

- Preparing proposals in response to this RFP
- Submitting proposals to AMBAG
- Negotiations with AMBAG on any matter related to proposals.
- Other expenses incurred by a contractor or Proposer prior to the date of award of any contract.

In any event, AMBAG shall not be liable for any pre-contractual expenses incurred by any Proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. AMBAG shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

E. Signature

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by no later than October 12, 2017.

F. Conflict of Interest Statement

Consultants and consultant firms submitting proposals in response to this RFP must disclose to AMBAG any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under contract for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal. The selected consultant shall refrain from and disclose subsequent potential conflicts during this contract. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this contract. Consultant shall file statements of financial interest on forms provided by AMBAG to the extent and at all times required by AMBAG's Conflict of Interest Code and applicable law.

G. Contract Arrangements

The successful consultant is expected to utilize the AMBAG Agreement for Services which included as Incorporation of Attachments: Attachment C.

G1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation (USDOT) that minority- and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

G2. DBE Obligation: The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

G3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

G4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

(1) A copy of the consultant's affirmative action policy (applicable for firms with 50 or more employees)

(2) Discussion of the consultant's program for use of DBEs in the performance of this work, including the following:

- The names and addresses of DBE firms that will participate
- The description of the work each named firm will perform
- The dollar amount of participation by each DBE firm

H. Americans with Disabilities Act (ADA) Provisions

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of AMBAG to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the AMBAG representative listed in this RFP.

IMPORTANT: To ensure that we can meet your need for ADA accommodations, it is best that we receive your request for reasonable modification at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadlines due date for procurement documents. In order to ensure the proposal is in compliance with Federal ADA guidelines, Proposers should review the Federal ADA guidelines at <http://www.ada.gov/>.

I. Alternative Protest Process

This procurement is being conducted under the provisions of the Alternative Protest Process. By submitting a proposal to this solicitation conducted under the Alternative Protest Process, the Proposer agrees that all protests of the proposed award shall be resolved by binding arbitration. During the protest period, any participating Proposer may protest the proposed award on the following grounds:

For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting proposer’s proposal should have been selected; or For any other acquisition – that the protesting proposer’s proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written notice of intent to protest the proposed award of this solicitation must be received (facsimile acceptable) by the project manager before the close of business 4:00 p.m. PDT on the third (3rd) day after notifying the proposer of intent to award, as specified in the solicitation timeline. Failure to submit a timely, written notice of intent to protest waives the Proposer’s right to protest. The Proposer is to send the notice of intent to protest to the project manager at the following address:

Sean Vienna
Planner
Association of Monterey Bay Area Governments
24580 Silver Cloud Court, Monterey, CA 93940
Fax: 831-883-3755

Within seven (7) business days after the last day to submit a notice of intent to protest, the AMBAG project manager must receive from the protesting Proposer the complete protest filing including the signed, written, detailed statement of protest including exhibits, filing fee and deposit or small business certification, as applicable. Untimely submission of the complete protest filing waives the proposer’s right to protest.

The protest bond amount for this Alternative Protest Process shall be ten percent (10%) of the contract amount as specified in the solicitation.

J. Requirements Protests

Protests regarding any issue other than selection of the successful proposer are “requirements protests” to be heard by the Executive Director, or his or her designee, and may be appealed to, heard, and resolved by the Executive Finance Committee of AMBAG, whose decision will be final. Before a requirements protest is submitted, the Proposer must make full and timely use of the procedures outlined in this RFP. This procurement procedure is designed to give the proposer and AMBAG adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Proposal is due. The protest procedure is made available in the event that a proposer cannot reach a fair agreement with AMBAG after exhausting these procedures.

All protests to the RFP requirements must be received by the Executive Committee as promptly as possible, but not later than the respective time and date as noted in this RFP for such protests.

Requirements protests must be mailed or delivered to:

AMBAG Executive Committee
24580 Silver Cloud Court, Monterey, CA 93940

Incorporation of Attachments

The following documents are attached and incorporated by reference if the box next to document title is marked.

- RFP Attachment A – Sample Cost Estimate
- RFP Attachment B – Subconsultant List
- RFP Attachment C – Draft Contract for Services

SAMPLE COST ESTIMATE – RFP ATTACHMENT A

Project: _____

Consultant: _____

Services will commence on mm/dd/yy and be fully completed on mm/dd/yy.

Combined Overhead (%) +

		Hours	Actual Rate/Hr	Loaded* Rate/Hr	Labor Amount	Total	Date Due
Task 1: Oral Translation/Interpretation Services (cost per hour)							
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	mm/dd/yy
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
						<u>\$0.00</u>	
Task 2: Written Translation of Materials (cost per word/page)							
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	mm/dd/yy
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
						<u>\$0.00</u>	
Other Direct Costs							
Item 1	Classification		\$0.00	\$0.00	\$0.00	\$0.00	mm/dd/yy
Item 2	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
						<u>\$0.00</u>	

Total Hours: Total Cost: \$0.00

* Loaded hourly rate: includes labor overhead, fringe benefit, and general administrative expenses (% of total direct labor cost)
 Loaded hourly rate calculation: \$ actual hourly rate x (1 + combined of overhead & fringe %) x (1 + fee %)

Name and Title of Authorized Representative (typed)	Date	Signature of Authorized Representative	Date
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SUBCONSULTANT LIST – RFP ATTACHMENT B

The proposal shall include a complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from AMBAG.

PROPOSED SUBCONSULTANTS

Subconsultant Firm Name and Address	Scope of Work	Dollar Amount of Work

Name of Firm

Printed name and Title of Signatory

Signature

Date

DRAFT CONTRACT FOR SERVICES – RFP ATTACHMENT C

THIS CONTRACT is made and entered into this 12th day of October, 2017, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and the **xxx**, hereinafter called "**Consultant**."

WITNESSETH

WHEREAS, AMBAG needs to obtain certain technical and/or specialized services of an independent consultant to assist AMBAG in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract with AMBAG; and

WHEREAS, pursuant to its annual Overall Work Program (OWP), AMBAG will be engaged in many activities and projects that will require certain technical and professional translation services; and

NOW, THEREFORE, AMBAG and Consultant for the considerations hereinafter set forth, mutually agree as follows:

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "Project Tasks/Services, Timeline and Budget," which is attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

- A. This contract shall go into effect on October 12, 2017, contingent upon approval by AMBAG, and Consultant shall commence work after notification to proceed by AMBAG's Project Manager. The contract shall end on June 30, 2020, unless extended by contract amendment.
- B. Consultant is advised that any recommendation for contract award is not binding on AMBAG until the contract is fully executed and approved by AMBAG.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

3. SCHEDULE OF PERFORMANCE.

The services of Consultant are to be completed according to the schedule set out in Exhibit "A," entitled "Project Tasks/Services, Timeline, and Budget," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "Project Tasks/Services, Timeline and Budget."

4. ALLOWABLE COSTS AND PAYMENTS.

- A. Consultant will be reimbursed for hours worked at the hourly rates specified in Exhibit A. The specified hourly rates shall include direct salary costs, employee benefits,

overhead and fee. These rates are not adjustable for the performance period set forth in this Contract.

- B. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to Consultant through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by AMBAG, AMBAG will prepare a draft Task Order. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate an AMBAG Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both AMBAG and Consultant.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Exhibit A.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the AMBAG Project Manager before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. Consultant shall not commence performance of work or services until this contract has been approved by AMBAG, and notification to proceed has been issued by AMBAG's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to AMBAG and signed by an authorized representative of AMBAG. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by AMBAG.
- K. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by AMBAG's Project Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY

that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to AMBAG's Project Manager at the following address:

AMBAG
Accounts Payable
24580 Silver Cloud Court
Monterey, CA 93940

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by AMBAG for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Contract and may not exceed the scope of work under this Contract.
- P. The total amount payable by AMBAG for all Task Orders resulting from this contract shall not exceed \$12,500. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

5. INDEPENDENT CONTRACTOR.

It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of AMBAG and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to AMBAG employees, and Consultant hereby expressly waives any claim it may have to any such rights.

6. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of AMBAG, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

7. INSURANCE.

Consultant shall maintain in full force and effect the following insurance policies throughout the term of the contract:

- A. Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence of bodily injury, personal injury and property damage. Comprehensive general liability insurance policies shall name AMBAG, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such

coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by AMBAG, its officers, agents and employees shall be given excess only and contributing with insurance provided under the Consultant's policies herein.

- B. Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000. Professional liability insurance of at least \$1,000,000 is required. Workers compensation insurance is also required by law.
- C. Consultant shall file a certificate of insurance completed and filed with AMBAG within fifteen (15) days of execution of this Contract and prior to engaging any operation or activities set forth in this Contract. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.

8. NON-DISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

9. TERMINATION.

A. Termination of Convenience of AMBAG: AMBAG reserves the right to terminate this Contract at any time by giving written notice to the Consultant of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In such event, all finished deliverable reports and other materials as described in this Contract, at the option of AMBAG, become AMBAG's property. If this Contract is terminated by AMBAG, as provided herein, AMBAG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory to AMBAG, in accordance with the cost provisions of this Contract.

B. Termination for Cause: If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, terms, or stipulations of this Contract, AMBAG shall thereupon have the right to terminate the Contract by giving not less than ten (10) working days written notice to the Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of Consultant, become AMBAG's property.

10. COST PRINCIPLES AND ADMINSTRATIVE REQUIREMENTS.

A. 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 cost allowability of individual items.

- B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to AMBAG.

11. RETENTION OF RECORDS/AUDIT.

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants and AMBAG shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, AMBAG, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

12. AUDIT REVIEW PROCEDURES.

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by AMBAG'S Director of Finance and Administrative Services.
- B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by AMBAG'S Director of Finance and Administrative Services of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by AMBAG will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

13. SUBCONTRACTING.

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between AMBAG and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to AMBAG for the acts and omissions of its subconsultant(s) 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 subconsultant(s) is an independent obligation from AMBAG's obligation to make payments to the Consultant.
- B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted

without written authorization by AMBAG's Project Manager, except that, which is expressly identified in the approved Cost Proposal.

- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by AMBAG.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by AMBAG's Contract Administrator prior to the start of work by the subconsultant(s).

14. STATE PREVAILING WAGE RATES.

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

15. CONFLICT OF INTEREST.

- A. Consultant shall disclose any financial, business, or other relationship with AMBAG that may have an impact upon the outcome of this contract. Consultant shall also list current clients who may have a financial interest in the outcome of this contract.
- B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

16. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any AMBAG employee. For breach or violation of this warranty, AMBAG shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

17. STATEMENT OF COMPLIANCE.

- A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

18. DEBARMENT AND SUSPENSION CERTIFICATION.

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)," 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, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (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 AMBAG.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

19. FUNDING REQUIREMENTS.

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual

benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

- B. This contract is valid and enforceable only, if sufficient funds are made available to AMBAG for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or AMBAG governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. AMBAG has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

20. CHANGE IN TERMS.

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by AMBAG's Project Manager.
- C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by AMBAG.

21. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION.

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. There is no goal for DBE participation for this contract. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. 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. CONSULTANT 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, Part 26 in the award and administration of US DOT-assisted agreements. 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 LOCAL AGENCY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from AMBAG and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting AMBAG consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to AMBAG's Project Manager within 30 days.

22. DISPUTES.

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of AMBAG's Project Manager and Executive Director, who may consider written or verbal information submitted by Consultant.

B. Not later than 30 days after completion of all work under the contract, Consultant may request review by AMBAG Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this contract.

23. INSPECTION OF WORK.

Consultant and any subconsultant shall permit AMBAG, the state and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

24. SAFETY.

A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by AMBAG Safety Officer and other AMBAG representatives.

B. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

25. OWNERSHIP OF DATA.

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in AMBAG; and no further agreement will be necessary to transfer ownership to AMBAG. Consultant shall furnish AMBAG all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

- C. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by AMBAG of the machine-readable information and data provided by Consultant under this contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by AMBAG of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. AMBAG may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

26. CONFIDENTIALITY OF DATA.

- A. All financial, statistical, personal, technical, or other data and information relative to AMBAG'S operations, which are designated confidential by AMBAG and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by AMBAG relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding the contract or AMBAG's actions on the same, except to AMBAG's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by AMBAG, and receipt of AMBAG's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

27. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

28. RETENTION OF FUNDS.

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants 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 prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

29. NOTIFICATION.

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Consultant: Consultant
Project Manager
Address

AMBAG: AMBAG
Project Manager
24580 Silver Cloud Court
Monterey, CA 93940

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

AMBAG:

Signature: _____

Name: Maura F. Twomey

Title: Executive Director

Association of Monterey Bay Area Governments (AMBAG)

Signature: _____

Name: Bill Kampe

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

CONSULTANT

Signature: _____

Name:

Title:

APPROVED TO AS TO FORM:

By: _____

Don Freeman, AMBAG Legal Counsel

P.O. Box 805, Carmel CA 93921

**EXHIBIT A. PROJECT TASKS/SERVICES,
TIMELINE AND BUDGET**

EXHIBIT B. DBE FORM

**EXHIBIT C. DEBARMENT AND SUSPENSION
CERTIFICATION**

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

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to AMBAG.

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

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

The certification in this clause is a material representation of fact relied upon by AMBAG. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to AMBAG, the Federal Government may pursue available remedies, including but not limited to suspension

and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name of Firm

Signature (original signature required)

Date

**EXHIBIT D. FEDERAL TAX FORM W-9,
REQUEST FOR TAXPAYER IDENTIFICATION
NUMBER AND CERTIFICATION**

**EXHIBIT E. LEVINE ACT DISCLOSURE
STATEMENT**

LEVINE ACT DISCLOSURE STATEMENT

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. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attached code for the complete statutory language.

Current members of the AMBAG Board of Directors are attached:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any AMBAG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any AMBAG Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude RAPS from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code § 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require

disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission,
428 J Street, Suite 800,
Sacramento, CA 95814,
(916) 322-5660.