



ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS

Association of Monterey Bay Area Governments

Request for Proposals

for the

California Central Coast Sustainable Freight Study

Contract period of February 15, 2023 - February 28, 2025

Not to Exceed \$273,000

Issued: October 10, 2022

Questions Due: October 21, 2022

Deadline (received by AMBAG): December 14, 2022, by 5:00 p.m. PDT

Submit all questions and proposals to:

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Introduction

The Association of Monterey Bay Area Governments (AMBAG) is accepting proposals from qualified consultants to develop a California Central Coast Sustainable Freight Study. The selected consultant will serve at the discretion of the AMBAG Board of Directors and work under the direction of the AMBAG Executive Director. AMBAG is a public agency funded through a combination of federal and State transportation funds, grants and membership dues. Policy direction is provided by a twenty-four (24) member Board of Directors. The Executive Director reports directly to the Board of Directors and performs all duties necessary for the proper and efficient management of AMBAG, as determined by the Board and State and Federal law.

The Association of Monterey Bay Area Governments (AMBAG), San Luis Obispo Council of Governments (SLOCOG), Santa Barbara County Association of Governments (SBCAG) and Caltrans District 5 (Hereinafter referred to as the “The Project Team”, the “Central Coast Working Group”, or “CCWG”), are working cooperatively to conduct a Sustainable Freight Study. It’s expected that the Transportation Agency for Monterey County (TAMC), Santa Cruz County Regional Transportation Commission (SCCRTC), Council of San Benito County Governments (SBtCOG) will also participate in these teams/working groups for the purposes of this project. The study will focus on the freight network throughout the Caltrans District 5 region defined by the Counties of Santa Cruz, San Benito, Monterey, San Luis Obispo, and Santa Barbara, hereinafter referred to as the “Freight Network”.

Project Summary and Description

In response to the California Freight Mobility Plan, the California Sustainable Freight Action Plan, the California Transportation Plan 2050, and the California State Transportation Agency’s (CalSTA’s) Climate Action Plan for Transportation Infrastructure (CAPTI), the Central Coast Coalition comprised of the Regional Transportation Planning Agencies (RTPAs) and Metropolitan Planning Organizations in Santa Cruz, San Benito, Monterey, San Luis Obispo, and Santa Barbara counties will complete a California Central Coast Sustainable Freight Study, led by AMBAG and the consultant to be selected through this procurement. The study will be the core freight study document for Caltrans District 5, whose jurisdiction is composed of the same five Counties.

This Freight Study will build on previously completed Central Coast Freight Plans, especially AMBAG’s U.S. 101 Central Coast California Freight Study, and produce a study which aligns with new guidance set forth by the state of California and the federal government. Namely, this study will provide the opportunity to update AMBAG’s U.S. 101 Central Coast California Freight Study to align our approach to freight planning with the statewide goals on climate action, sustainability, and equity, while continuing to support freight-related economic activity. This study will similarly build on and align with landmark state plans such as the California Freight Mobility Plan and California Sustainable Freight Action Plan.

The Sustainable Freight Study will assess opportunities for improved operations, safety, sustainability, and efficiency of the freight network, and identify funds for recommended improvements. It will result in strategies to address increased freight congestion, safety concerns, inadequate freight infrastructure, inefficiencies in freight movement, zero emission freight infrastructure needs, and the long-term viability of the Freight Network as a key economic resource for California. Through the Sustainable Freight Study, California's Central Coast Region will be able to assess equity impacts of freight projects in the region, accelerate the ability to achieve a sustainable freight network, and strengthen interagency partnerships to achieve the vision of a sustainable freight network.

This section provides the details of the scope of work required under this contract. Respondents to this RFP should build on this description as needed by proposing a scope of work with specific sub-tasks as deemed appropriate. Some tasks may require additional information from respondents as called out under the description of each task. Respondents should also refer to the Proposal Requirements, Evaluation, and Selection Process sections for additional requirements.

The purpose of this plan is to generate projects, strategies, and a plan for the future improvement of the Freight Network including U.S. 101, and other freight routes such as SR 156, SR 152, SR 41, SR 46, SR 1, SR 129, SR 58, SR 135, SR 154, SR 246, and SR 166. In addition to these major routes, the study area includes first/last-mile freight connectors to and from goods movement hubs. This Freight Study will build on previously completed Central Coast Freight Plans, and update them to align with new guidance set forth by the state of California and the federal government.

The plan has these primary goals:

1. Update freight data for the Freight Network which can be used to help refine planning, forecasting, land-use, and economic development practices within the five counties of the California Central Coast.
2. Identify key performance measures for regional freight and evaluate freight performance throughout the Freight Network.
3. Develop strategies to achieve new statewide goals on climate action, sustainability, system resiliency, safety, and equity, while continuing to support freight-related economic activity.
4. Assess opportunities for improved operations, safety, sustainability, and efficiency of the freight network, and funds for recommended improvements.
5. Update the prioritized list of projects and strategies for the future improvement of the Freight Network and update relevant goods movement and freight plan elements with long term and short-term components.

6. Improve and expand the knowledge base on freight movement on the Freight Network for planners and decision makers.

Scope of Work, Tasks, and Project Deliverables

This section provides the details of the scope of work required under this contract. Respondents to this Request for Proposal (RFP) should build on this description by proposing a scope of work with specific sub-tasks as deemed appropriate. Some tasks may require additional information from respondents as called out under the description of each task. Respondents should also refer to the Proposal Requirements, Evaluation, and Selection Process sections for additional requirements.

The RFP should include the following work tasks:

Task 1: Project Management

Work with AMBAG staff to manage the project and ensure key deadlines are met. The consultant will:

- Attend a project kick-off meeting
- Organize regular project management meetings with AMBAG staff and the Central Coast Working Group (CCWG)
- Provide regular invoice and progress reports, including DBE reporting

Task Deliverables:

- Meeting agendas, presentation materials, and notes
- Regular invoice and progress reports

Task 2: Vision and Goals

Work with the Central Coast Working Group (CCWG) to identify a vision and goals for goods movement throughout the Freight Network.

Task Deliverables:

- Summary of the statewide and federal freight plans, policies, visions, objectives, and goals
- Matrix of existing Central Coast freight planning efforts/documents that highlight areas of need for updating the freight study to the latest statewide plans

Task 3: Existing Conditions and Performance Summary

Building from the substantial existing conditions work completed in AMBAG's U.S. 101 Central Coast California Freight Study, the consultant is responsible for assessing opportunities and constraints, freight infrastructure, and projected growth in freight traffic throughout the Freight Network. Working in cooperation with AMBAG or the CCWG, the Consultant shall gather data

on existing conditions including an examination of other local and regional cooperative initiatives that may impact freight movement through the corridor, and state and regional plans such as the California Freight Mobility Plan 2020, California Transportation Plan 2050, Climate Action Plan for Transportation Infrastructure (CAPTI), regional freight plans, and Metropolitan/Regional Transportation Plans/Sustainable Communities Strategies throughout the five counties.

The consultant will update and develop freight data which can be used to help refine planning and forecasting data practices, and is important in justifying applications for future funding opportunities. Data shall be mapped in geographic information systems (GIS) where possible and geographic data with modeling uses shall be presented at the traffic analysis zone (TAZ) level and industry level where possible. The Consultant shall work with AMBAG or the CCWG to update data used in the study to assess the Freight Network, including but not limited to: US 101, SR 156/152, SR 41/46, SR 1, SR 129, SR 58, SR 135, SR 154, SR 246, and SR 166 where relevant. The consultant should also identify and acquire new freight data sources that may be of use. The consultant shall analyze electronic data and identify trends. This task shall include the following sub-tasks:

1. Identify and evaluate roadway pavement condition, bridge condition, truck travel speed, truck congestion hours of delay, highway bottlenecks/chokepoints, and reliability buffer indices. Identify key freight routes with the largest volume of traffic. Using truck count station data, prepare analysis of historical trends and forecast future trends in freight truck volume for planning purposes. Analyze time-of-day and average daily truck traffic (ADTT) trends on these routes.
2. Provide a summary of corridor safety as it relates to freight movement, including summaries of truck-involved crashes, grade crossing collisions, fatalities, and injuries.
3. Identify major freight generating land uses. Analyze the relationship between freight and land use development and assess the impact of future freight growth on land use. Collect and analyze data on land use and freight interactions including types of commodities and data on freight produced, processed, and transported to and from different types of industries and land uses. Propose potential land-use related projects which may improve freight flow along throughout the Freight Network.
4. Building on the U.S. 101 California Central Coast California Freight Strategy, update data, and analyze how freight affects economic development, including how cities, counties, and other agencies throughout the region have attracted freight-related businesses, and ongoing efforts of these jurisdictions to attract additional freight business. Analyze how freight affects employment and income in each county. Analyze North American Industry Classification System (NAICS) Truck Transportation, Messenger Services & Warehousing data relating to truck freight and detail the relationship to regional and county economies within the project area using graphs, charts, and narrative.
5. Building on the U.S. 101 California Central Coast California Freight Strategy, collect and analyze data which can be used to improve understanding of the Freight Network in

consultation with AMBAG and/or the CCWG. Provide an analysis of existing truck and traffic counts and counting facilities, assessing the adequacy of each. Collect multimodal data, freight trip mode split, industry data, and vehicle size categories. Building on Central Coast Commercial Flows Study freight origin and destination data, collect and compile data on multi-destination freight trips and analyze trip-chaining trends to better understand the lifecycle and supply chain of freight commodities. Identify business-serving trips in cooperation with private partners. Analyze time-sensitivity of mode choice, time-of-day variations, and seasonal specificity in freight. Analyze commuter traffic which may affect freight trips. Prepare maps and charts illustrating the state of truck freight commodity flows throughout the Central California Coast including historical and future projected trends.

- Analyze the United States Department of Transportation (USDOT) Bureau of Transportation Statistics Commodity Flow Survey for data relevant to the Freight Network.
 - Employ the FHWA Freight Analysis Framework (FAF) data to improve freight planning in the area.
6. Identify freight loads based on commodity type and account for specific features of each product, including evaluation of perishable products, whether the product must go to processing, manufacturing, refrigeration, or other facilities, identifying type and location of consumer demand, key markets, and product types going to major ports for export. Identify patterns in freight by volume and load size.
 7. Develop charts, graphs, and graphics to illustrate Freight Network data, forecasting changes up to 20-25 years.

Task Deliverables:

- Chapters addressing existing conditions, socio-economic conditions, transportation systems and travel characteristics, goods movement flows, freight system infrastructure, resiliency, equity, multimodal contributions, safety, and other relevant topics.
- Appendices with data analysis, charts, graphs, and graphics on the Freight Network.
- Copies of original data files used to perform analysis for potential future use by the CCWG team.

Task 4: Analyze Freight Performance, Identify Potential Projects and Strategies

The consultant shall evaluate and analyze freight performance issues identified in the existing conditions portion of this project. In cooperation with AMBAG or the CCWG, the consultant will identify a set of performance measures for regional freight consistent with FHWA and state freight performance management standards. Performance metrics should reflect best practices in freight performance measure tracking.

In cooperation with the CCWG, the consultant will identify best practices for freight planning, constraints and solutions, long- and short-term strategies/improvement projects, policy options,

and next steps for improving freight movement on key routes throughout the project area. This task shall include the following sub-tasks:

1. Freight system performance measures shall be developed, including but not limited to highway pavement condition, bridge condition, truck travel speed, congestion truck hours of delay, highway bottlenecks/chokepoints, reliability buffer index, and highway truck involved fatalities and injuries. Performance shall also be evaluated based on project impacts on resiliency, equity, multimodal contributions, and general safety. Consultant may work with Caltrans to determine if they can provide this type of data. Evaluate select projects with a focus on Trade Corridor Enhancement Program (TCEP) performance metrics to produce project data to facilitate grant funding. Produce a set of graphs and maps illustrating performance data to assist in regional and statewide freight planning. Identify highway sections with poor or declining performance, analyze the reason for the reduced performance, and propose potential infrastructural and non-infrastructural solutions.
2. Provide an analysis of capacity needs taking into consideration lane inventory as assessed in the established planning documents, expressway conversion, traffic volume and level of service, HOV lanes, and how capacity needs relate to commercial trucking. Assess potential of parallel frontage roads that would take freight and farm traffic off of major freight routes. Analyze operational needs throughout the freight network, taking into consideration commercial trucking needs, congestion, congested-related delay for key corridor segments, volume-to-capacity (V/C) ratios for key corridor segments, and truck freight system demand as measured in VMT. Propose capacity and operational projects which would improve freight flow along U.S. 101.
3. Building upon analysis of centers of activity for commercial trucking from the U.S. 101 California Central Coast California Freight Strategy, analyze existing and planned centers of commercial trucking activity and their relationship to freight movement along U.S. 101. Assess the potential for projects in and around these activity centers which would improve freight flow through the corridor.
 - Evaluate the link between freight and environmental impacts, particularly with the intention of understanding existing impacts to disadvantaged communities as well as to properly evaluate proposed projects to ensure they do not adversely impact these communities.
4. Develop charts and graphs to illustrate past and future changes in freight performance on the U.S. 101, forecasting changes up to 20 years and identify the most efficient and cost-effective methods to update freight performance measures on a regular basis.
5. Develop a prioritized list of freight projects and strategies that should be implemented to improve goods movement in each county.
 - Identify potential new projects priorities and strategies that can address Freight Network needs while simultaneously helping to achieve statewide goals in the areas of climate

change, zero emission technologies, innovation, natural resource conservation, and equity.

- Legacy Project Re-evaluation: Investigate opportunities to address needs with sustainable highway investment, non-highway modes, or a combination or integration of modes. Evaluate existing/identified freight needs and legacy projects proposed to address those needs, and re-evaluate project approaches to incorporate opportunities for innovative changes that increase sustainability and address climate change and equity goals. Conduct thorough assessment of CFMP projects to ensure they align with CAPTI, or to determine opportunities to refine projects to better advance CAPTI.
 - Update and improve the priority list of freight projects presented in the U.S. 101 California Central Coast California Freight Strategy, providing preliminary cost estimates for priority projects and proposing new projects which may benefit the Freight Network.
 - Building on the U.S. 101 California Commercial Flows Study and relevant state plans, identify ITS improvements that would improve freight movement throughout the Freight Network and a strategy for deploying ITS improvements.
6. Identify potential land use conflicts with freight and commuter traffic. Analyze how freight growth will affect land-use and the environment.
 7. In cooperation with the CCWG, propose project alternatives and evaluate projects according to evaluation criteria.
 8. Develop a cohesive long-term plan to improve freight traffic flow and goods movement, future corridor alternatives and prepare an evaluation matrix. Sub-tasks shall include the following:
 - Propose a prioritized list of short-term and long-term strategies to improve freight traffic flow and goods movement through the Freight Network.
 - Integrate freight strategies identified in relevant freight related local, regional, and statewide plans.
 - Evaluate and propose opportunities for coordinating the study with implementation of other transportation plans.
 - Propose funding sources for proposed projects and how they will be implemented, including strategies identified in the final plan and a funding plan which evaluates funding sources and provides recommendations on priority funds to target.
 - Provide recommendations for recurring and future work that can build on this study on an ongoing basis.

Task Deliverables:

- Technical Memo Summarizing Potential Freight Projects and Strategies
- Evaluation Matrix for Freight Projects and Preferred Regional Freight Strategies

Task 6: Public Engagement

The consultant shall perform stakeholder and public outreach to inform the development of the study, including the following sub-tasks:

1. Convene the CCWG on a regular basis and as directed by the Project Manager in order to report on progress, take comments, and discuss data needs. Meetings may be organized in person, via phone, or through an internet service.
2. Organize quarterly advisory meetings of the Central Coast Freight Working Group with stakeholders from private industry such as rail, truck, shippers, logistics providers, warehousing and distribution centers, highway enforcement, and importers and exporters of agricultural and manufactured goods. This group shall provide input to provide a better understanding of industry needs from a commercial perspective, linking that to transportation planning priorities. The Freight Action Strategy Taskforce (FAST) group which advised on the Central Coast California Commercial Flows Study may be reconvened to serve this function. Propose an approach to convening this group on a regular long term basis after the project is completed in order to inform planning on U.S. 101.
3. Conduct at least six (6) and up to ten (10) meetings to collect stakeholder and/or public feedback. Meetings will mostly be held virtually online, but some may be in person as needed. The purpose of these meetings is to inform the plan development and should take input from stakeholders throughout the region.
 - Participants should include CCWG members and appropriate local representatives of rail, truck, shippers, logistics providers, warehousing and distribution centers, highway enforcement, importers and exporters of agricultural and manufactured goods, equity organizations, communities near freight hubs, and the full spectrum of groups with an interest. Participants should also include minority and low-income populations, neighborhood and community groups, non-profit organizations, organizations serving rural-area residents advocacy groups, community-based organizations, and elected officials. Meetings shall occur during alternatives development and during the review phase of the draft plan.
 - Conduct a variety of public information, marketing, and communications efforts for communicating the goals and initiatives in the Sustainable Freight Study to wide audiences. May include a centralized website (existing on AMBAG website), web-based comment tool database, newsletters and an email list.

Task Deliverables:

- Stakeholder list, public outreach materials and activities such as centralized website, web-based comment tool database, newsletters, and meeting agendas as applicable
- Agendas, meeting materials, and meeting notes
- Materials related to working group
- Public comment summary

Task 7: Draft, Revised Draft and Final Report

Prepare a draft report including but not limited to the required elements listed in this RFP and prepare a draft report for CCWG review.

In coordination with AMBAG staff, the consultant will prepare the revised draft of the California Central Coast Sustainable Freight Study considering materials developed in prior phases. Following completion of the revised draft study, project advisors and the governing board of AMBAG will be given the opportunity to provide feedback. Considering provided feedback, the consultant will prepare the final study.

Prepare a final report including but not limited to the required elements listed in this RFP and incorporating all updates from the draft and revised draft. Also, produce a summary document for the public and decision makers that outlines the challenges facing freight movement and detailing how the study addresses those challenges.

Task Deliverables:

- First Draft Study
- Revised Draft Study with summary of comments and presentation materials/staff report summary
- Final Study including implementation section with identified potential funding sources

Technical Requirements

Consultant must provide substantive responses on how they would develop a Sustainable Freight Study. Consultant should list and describe documented project experience (including contact information for reference check), manage the contract work deliverables, provide, and manage qualified staff as well as describe any additional tasks and deliverables they would deem appropriate to achieve the overall project goals and deliverables.

Schedule

Task	Completion Date
Release RFP	Monday, October 10, 2022
Questions Due	Friday, October 21, 2022
Post Responses to Questions	Monday, October 24, 2022
Issue Addendum (if applicable)	Tuesday, October 25, 2022
Proposals Due	Wednesday, December 14, 2022 5:00 PDT
Evaluation Committee Completes Proposal Review	Friday, January 6, 2023
Short-Listed Candidates Notified	Tuesday, January 10, 2023
Bidders not on Short-List Notified	Tuesday, January 10, 2023

Oral Interviews for Short Listed Consultants (if applicable)	Tuesday, January 24, 2023
Consultant Selection and Notice of Intent	Monday, January 30, 2023
Candidates Not Recommended for Selection Notified	Monday, January 30, 2023
Notice of Intent to Protest Deadline	Monday, February 6, 2023
AMBAG Board Approval of Consultant	Wednesday, February 8, 2023
Negotiate & Execute Contract	Wednesday, February 15, 2023

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

Subject line in e-mail for submission: Central Coast Sustainable Freight Study RFP

All submissions must be received by AMBAG on or before December 14, 2022, 5:00pm. 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 October 21, 2022, at 5:00 p.m. PDT by e-mail to Paul Hierling at phierling@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 October 24, 2022. It is the responsibility of 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 proposers to check the AMBAG website to determine if a modified RFP has been issued.

Notice of Award

Notification to prospective bidders identified as RFP finalists (short-listed candidates) will occur on or before January 10, 2023. AMBAG may ask RFP finalists to present oral briefings of their proposals

at the oral interview. AMBAG also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Oral interviews will take place on January 24, 2023, between 9:00 a.m. to 5:00 p.m. via virtual meeting platform GoToMeeting or other virtual meeting platform (if applicable). The final recommended consultant for AMBAG Board of Directors approval shall be informed by phone and confirmed in writing or in an email on or before January 30, 2023. Candidates not recommended for contract award shall be informed by January 30, 2023.

Project Manager

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Proposal Requirements

This section describes the required Proposal format and content. The Proposal must contain the requested information organized by the prescribed sections. Each Proposer shall submit a complete Proposal, providing all information requested with a complete description of the project plan. Failure to follow the prescribed format may result in rejection of the Proposal.

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A Proposal may be rejected if any such defect or irregularity constitutes a material deviation from the submittal requirements.

Proposals shall be limited to 50 one-sided pages (8.5 inches x 11 inches). A, all proposals should be focused on the defined content. Proposals shall be provided in PDF format.

Proposals to the RFP should include the following sections:

Executive Summary

This section should include the consultant's overall understanding of the project. This section should also provide a brief summary of what is to be covered in the remaining sections of the proposal. The consultant shall briefly outline its qualifications for performing work, its management and technical approaches for the project, and similar project experience. Within this section, the consultant shall also identify all participating firms cooperating in the effort as sub-consultants and the services to be provided.

Technical Approach

The consultant shall outline its technical approach for the implementation of the project. The technical approach shall be submitted in a format that can be used as the Scope of Services that may be attached to and made part of the agreement between AMBAG and consultant. The content of the technical approach shall include, but is not limited to:

1. A description of the methodology to be used in providing deliverables.
2. A brief discussion of each of the tasks in the scope of services to complete the project. Sub-tasks should be added as necessary to clearly define the Scope of Services.
3. A list of deliverables associated with the tasks defined in the Scope of Services.
4. An assessment of supplemental data collection or other items and/or resources that will be required from AMBAG.
5. A discussion of unusual aspects that may be encountered during the development of the project.
6. A discussion of supplemental tasks that may be deemed necessary to enhance the services provided, reduce cost or speed delivery of the project, if necessary.

Management Approach

The consultant shall include brief résumé summaries of each of the key project personnel. Résumé summaries should focus on relevant experience and qualifications. The consultant shall also identify and describe a management approach, which shall include, but is not limited to:

- A narrative Management Plan, which describes how the consultant's team will be organized and managed to ensure that the required work is of high quality and completed within the schedule and budget.
- A Project Delivery Schedule, which describes the work to be performed to complete the assessment. The schedule shall contain sufficient activities and milestones to adequately describe the services required to complete the assessment. The schedule should be in a bar chart format and should address the elements of the Scope of Work. AMBAG estimates the project to take 23 months to complete. All work must be completed by February 2025.
- 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. (See RFP Attachment B for the Subconsultant List template)

Experience of Firm and Personnel

The consultant shall provide a brief description of relevant similar experience by members of the project team. Experience shall be within the last three (3) years. The following information should be included in a table.

1. Provide a brief description of consultant's involvement in similar project efforts. Include technical analysis experience on those projects as well as the following information for reference purposes:
 - Members of consultant team (by name)
 - Project description and services provided
 - Total project cost (see RFP Attachment A for a template)
 - Total cost of services provided
 - Project start date and completion dates
 - Budget and schedule performance
 - Subconsultants involved
 - Name, telephone number, and address of the consultant's contact person
2. Provide a matrix that shows proposed team members (specific individuals by name) and the projects they will work on.
3. List all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring agency, contract number, name of contracting entity, and reason for termination.

Cost Estimate

The consultant shall provide an estimate of the resources required to complete the project scope of services. The estimate of staff hours should be in spreadsheet format and at a minimum include total hours by task, and name or classification, in addition to a total for the entire project. The cost proposal shall be fully inclusive of all services required to complete the scope of services, and shall include the consultant's overhead rate, profit percent, and an itemized list for direct costs. Costs must be shown in a matrix format, by task, and show hours and base labor rates per staff member. Also, estimate other direct costs such as consultant printing, travel to workshops, etc. See RFP attachment A for the cost estimate template.

Evaluation and Selection Process

- A. Based upon the proposals and other appropriate evaluation factors, the top-ranked proposer(s) will be identified as RFP finalists. 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. Oral interviews will be worth 100 points. AMBAG reserves the right to add the proposers’ interview scores into the evaluation criteria or to select proposers based solely upon their written proposal and/or oral interview.

- 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"> ▪ Achieves the requirements and deliverables of the project ▪ Defines proposed approach to meet expectations. 	45
Qualifications and Staffing	<ul style="list-style-type: none"> ▪ Professional qualifications ▪ Relevant experience ▪ Unique qualification of key personnel 	20
Project Experience	<ul style="list-style-type: none"> ▪ Nature, quality, and relevance of recently completed projects 	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 based on the cost estimate proposal 	15
Total		100

The Evaluation Committee will review all submitted proposals. Proposers may be emailed and asked for further information, and if selected as RFP finalists may be expected to appear for virtual interviews on January 24, 2023, between 9:00 a.m.-5:00 p.m. PDT (via GoToMeeting or other virtual meeting platform). The Evaluation Committee will make recommendations to AMBAG's Executive Director on the basis of the proposal, oral interview, and reference check. AMBAG reserves the right to select a consultant based solely on written proposals and to not convene oral interviews.

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 agreement for the project 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 agreement. 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 or quarter. The consultant should forward a copy of all invoices for payment for work performed, associated expenses and a progress report including percentage of work completed by the 10th day following the end of the invoicing period. Quarterly payment arrangements may be made at the discretion of AMBAG in consultation with the consultant. If quarterly invoicing is arranged, invoices will be due the 10th day following the end of the quarter. Any contract shall indicate that additional tasks may be added to the scope of work/contract pending additional funding, if mutually agreed to by AMBAG and the Consultant.

Terms & Conditions

A. Limitations

This request for proposal (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 described above.

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 agreement

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 February 15, 2023.

F. Conflict of Interest Statement

Consultants and consultant firms submitting proposals in response to this RFP must disclose to AMBAG any actual, apparent, perceived, or potential conflicts of interest that may exist relative to the services to be provided under Agreement 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 is included as 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 agreement. 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 the Executive Committee of AMBAG, whose decision will be final. 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) business 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:

Paul Hierling
Senior 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 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 – Cost Estimate Template
- RFP Attachment B – Subconsultant List Template
- RFP Attachment C– Draft Agreement for Services

COST ESTIMATE TEMPLATE – RFP ATTACHMENT A

Project: _____

Consultant: _____

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

Combined Overhead (%) +

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			Actual Hours	Loaded* Rate/Hr	Labor Rate/Hr	Amount	Total	Date
Due								
Task 1: Description								
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	mm/dd /yy
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<u>\$0.00</u>	
Task 2: Description								
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	mm/dd /yy
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							<u>\$0.00</u>	
Task 3: Description								
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	mm/dd /yy
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Name	Classification	\$0.00	\$0.00	\$0.00	\$0.00	
						<u>\$0.00</u>
Task 4: Description						
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 5: Description						
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 6: Description						
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: $\$ \text{ actual hourly rate} \times (1 + \text{combined of overhead \& fringe \%}) \times (1 + \text{fee \%})$

Name and Title of Authorized Representative (typed)
Representative

Date

Date

Signature of Authorized

Representative

SUBCONSULTANT LIST TEMPLATE – RFP ATTACHMENT B

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 AGREEMENT FOR SERVICES – RFP ATTACHMENT C

THIS AGREEMENT is made and entered into this xx day of February 2023, by and between the **Association of Monterey Bay Area Governments**, hereinafter called "**AMBAG**," and the **xxx**, hereinafter called "**CONTRACTOR**".

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG is developing a California Central Coast Sustainable Freight Study; and

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

WHEREAS, the CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services; and

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF WORK.

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. TERM.

A. The term of this Contract shall be from the date of its execution until the completion of the work contemplated by this Contract and its final acceptance by AMBAG unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before February 28, 2025** unless otherwise extended by written authorization.

B. Services performed under this Contract shall commence only upon written Notice to Proceed by AMBAG to CONTRACTOR.

This Contract includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline and Budget

Exhibit B. Debarment and Suspension Certification

Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification

Exhibit D: Disadvantaged Business Enterprises (DBE) Information Form

Exhibit E: Certifications

3. SCHEDULE OF PERFORMANCE.

The services of CONTRACTOR 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. CONTRACTOR 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. CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and written notification to proceed has been provided by AMBAG.

5. COORDINATION/STAFFING

- A. CONTRACTOR shall assign **xxx xxxx, as Project Manager** to personally participate in said project. AMBAG also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Contract shall be subcontracted, except as provided herein, without the prior, written authorization of the AMBAG.
- B. Services described in the Scope of Work shall be performed by Contractor's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," Exhibit A, attached hereto and incorporated by this reference.

6. COMPENSATION

- A. AMBAG shall pay CONTRACTOR for services in the Project Tasks/Services as shown in Exhibit A. The proposed costs and are subject to budget approval by the AMBAG Board of Directors. In no event shall compensation including any and all costs and expenses as described in Exhibit A exceed TWO HUNDRED AND SEVENTY-THREE THOUSAND (\$273,000) without prior written consent of AMBAG.
- B. Additional tasks may be added to the scope of work/contract pending additional funding, and if mutually agreed to by AMBAG and the Consultant. If additional tasks and funding are included after the execution of this agreement, the Consultant will provide an additional Cost Proposal covering those additional tasks and costs. Up to \$100,000 of additional tasks and costs may be included in this agreement through this process.
- C. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal dated **xxxx**, for all work performed included in the Project Tasks/Services. CONTRACTOR will also be reimbursed for any additional

hours worked at the hourly rates specified in additional Cost Proposals implemented though the process specified in paragraph 6 subparagraph B above. 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.

- D. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than personnel costs that are in the Cost Proposal dated ~~xxx~~, and identified in the Cost Proposal and in the executed contract, and any additional Cost Proposals implemented though the process specified in paragraph 6 subparagraph B above.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal(s).
- F. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted monthly or quarterly for work for which the CONTRACTOR is billing. Monthly or quarterly payment arrangements may be made at the discretion of AMBAG in consultation with the consultant. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved cost estimate and shall reference this contract number and project title.
- G. CONTRACTOR shall not commence performance of work or services until this contract has been approved by AMBAG and written notification to proceed has been issued by AMBAG. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- H. It is mutually understood between the parties that funding for this contract is contingent on State Budget passage and federal and state funding as well as reimbursement from Caltrans.

7. INVOICING

- A. Invoices for services must be presented to AMBAG no later than the tenth day of each month or quarter for the month or quarter prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly or quarterly basis throughout the duration of the project. Said monthly or quarterly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Contract. Payment of the invoices will be made to CONTRACTOR after acceptance of work product and approval by AMBAG.
- B. Prompt Payment to Subcontractor(s): A CONTRACTOR shall pay any Subcontractor(s) for satisfactorily completed work no later than ten (10) days of receipt of each payment from AMBAG. The ten (10) day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with AMBAG's prior written approval. This requirement shall not be construed to limit or impair any contractual,

administrative, or judicial remedies otherwise available to the CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor performance, and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractor.

- C. Invoicing Format and Content: All invoices submitted to AMBAG for payment shall be sent directly to:

Association of Monterey Bay Area Governments
ATTN: Accounts Payable
24580 Silver Cloud Court,
Monterey, CA, 93940

1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - i. AMBAG's "Bill To" information as stated in the above paragraph;
 - ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;
 - iii. Invoice date;
 - iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Contract, or within any previous billing dates;
 - v. Percent of Task Completed;
 - vi. Total amount due for the billing period;
 - vii. Total Contract Value (as identified in 4A. above); and
 - viii. AMBAG Project Manager

8. FUNDING REQUIREMENTS

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.

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.

It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

AMBAG has the option to void the contract under the termination clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

9. CONTRACT COMPLETION RETAINER

CONTRACTOR is prohibited from holding retainage from Subcontractor(s). Any delay or postponement of payment may take place only for good cause and with AMBAG's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code, if applicable. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONTRACTOR in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor(s) performance, and/or noncompliance by Subcontractor(s). This clause applies to both DBE and non-DBE Subcontractor(s).

10. SATISFACTORY PERFORMANCE

Payment for services under this Contract is contingent upon AMBAG's determination that the performance of the CONTRACTOR has been satisfactory and beneficial to AMBAG in the sole discretion of the Executive Director.

11. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR; to solicit or secure this contract; and that he/she 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, AMBAG 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.

12. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

- A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents, which are developed, compiled, or produced as a result of this Contract, whether or not completed, shall vest with AMBAG. AMBAG reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the data.
- B. AMBAG shall receive copyright and ownership to all data and materials delivered under this contract upon formal acceptance, except for those data and materials that are subject to ownership or copyright of others prior to the execution of this contract. No distribution of the original or derived works shall be made prior to acceptance by AMBAG unless specified in the task order or authorized by the contracting officer. The

contractor may maintain copyright and ownership of all original or derived works which are not required submittals under this contract.

- C. Methodology and materials developed under this Contract are the property of AMBAG and may be used by AMBAG as it sees fit, including the right to revise or publish the same without limitation. CONTRACTOR shall not be liable for use of such methodology, materials, software logic, and systems for purposes other than that for which it is developed.
- D. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by CONTRACTOR. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential.
- E. The CONTRACTOR shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of AMBAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. CONTRACTOR shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the CONTRACTOR treats its confidential information, but in no case less than reasonable care.
- F. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Contract, are the property of AMBAG. AMBAG shall determine the disposition of all such property upon completion or termination of this Contract.
- G. AMBAG may utilize any Work Products or Related Work Materials provided by CONTRACTOR pursuant to this Contract, in any manner which AMBAG deems appropriate without additional compensation to CONTRACTOR.

13. TERMINATION

A. Termination of Convenience of AMBAG

AMBAG may terminate this Contract at any time by giving notice to the CONTRACTOR 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 or unfinished documents 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 and a benefit to AMBAG, in accordance with the cost provisions of this Contract.

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR 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) calendar days written notice to the CONTRACTOR 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 CONTRACTOR under this Contract shall, at the option of AMBAG, become AMBAG's property.

14. DISPUTES

AMBAG and CONTRACTOR are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid and minimize disputes. AMBAG and CONTRACTOR agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and CONTRACTOR each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) days after a dispute has arisen, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation; (d) the mediator shall be jointly selected by the parties, or failing agreement on the selection of a mediator within thirty (30) days after the parties fail to negotiate an informal resolution of any dispute, the mediator shall be a retired judge or justice selected by the supervising judge of the Civil Division of the Monterey County California Superior Court. In any mediation conducted pursuant to this section, the provision of the California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation; and € if the parties are not successful in resolving the dispute through the mediation, then the parties agree that the dispute shall be submitted to binding arbitration to a single arbitrator in accordance with the existing Rules of Practice of Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

15. AMENDMENT OF SCOPE OF WORK

The parties may amend the Scope of Work subject to mutual prior written modification of the Contract.

16. CORRECTION OF WORK

The performance of services or acceptance of information furnished by CONTRACTOR shall not relieve the CONTRACTOR from obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the CONTRACTOR on demand without cost to AMBAG.

17. DELAYS AND EXTENSIONS

Time is of the essence concerning performance of this Contract; however, the CONTRACTOR will be granted time extensions for delays beyond the Contractor's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon in writing between the CONTRACTOR and AMBAG.

18. RETENTION OF RECORDS/AUDITS

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; CONTRACTOR, subcontractor, 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, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until AMBAG, Caltrans, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The State of California, Office of the State Controller, California Department of Transportation (Caltrans), FHWA, or any duly authorized representative of the Federal or State Government shall have access to any books, records, and documents of CONTRACTOR 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.

19. SUBCONTRACTING

In accordance with Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

A. Nothing contained in this contract or otherwise, shall create any contractual relation between AMBAG and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to AMBAG for the acts and omissions of its subcontractor(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 CONTRACTOR. CONTRACTOR'S obligation to pay its subcontractor(s) is an independent obligation from AMBAG'S obligation to make payments to the CONTRACTOR.

- B. CONTRACTOR 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 prior written authorization by AMBAG, except that, which is expressly identified in the contract.

20. ASSIGNMENT

The Contract shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of AMBAG.

21. INDEMNIFICATION

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend AMBAG (with legal counsel acceptable to AMBAG), its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Contract (including design defects and regardless of AMBAG's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of AMBAG. If the adjudicated or admitted sole negligence or willful misconduct of AMBAG has contributed to a loss, CONTRACTOR shall not be obligated to indemnify AMBAG for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Contract.

22. STATEMENT OF COMPLIANCE

- A. CONTRACTOR'S signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103. During the performance of this Contract, CONTRACTOR and its subcontractor(s) 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. CONTRACTOR and subcontractor(s) shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractor(s) 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.

CONTRACTOR and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement(s).

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

The CONTRACTOR 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.

The CONTRACTOR, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractor(s), including procurement of materials and leases of equipment. The CONTRACTOR 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.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
4. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Contract between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

24. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

25. NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. AMBAG and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to AMBAG, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

26. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

27. DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR 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.

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

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

By signing and submitting the contract, the CONTRACTOR shall certify those clauses described in the "Debarment and Suspension Certification," Exhibit B attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the CONTRACT.

28. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

29. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this contract and which is applicable to a given loss, will be available to AMBAG.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to AMBAG

prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name AMBAG, its public officials, officers and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by AMBAG, its officials, officers or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Certificate of Insurance CONTRACTOR 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.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming AMBAG, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by AMBAG and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance AMBAG.

H. All insurance policies shall be issued by an insurance company currently authorized be the Insurance Commissioner to transact the business of insurance or in on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholder' Rating A- or higher and Financial Size Category Class VI or higher in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by AMBAG.

30. CONFLICT OF INTEREST

CONTRACTOR shall disclose any financial, business, or other relationship with AMBAG that may have an impact upon the outcome of this contract, or any ensuing AMBAG project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing AMBAG project, which will follow.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CONTRACTOR shall at all times avoid conflicts of interest, or the appearance or perceived conflicts of interest, in the performance of this contract. CONTRACTOR shall file statements of financial interest on forms provided by AMBAG to the extent and at the times required by AMBAG's Conflict of Interest Code and applicable law.

CONTRACTOR 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.

31. STATEMENT OF ECONOMIC INTEREST

If AMBAG determines CONTRACTOR comes within the definition of CONTRACTOR under the Political Reform Act (Government Code §87100), CONTRACTOR shall complete and file and shall require any other person doing work under this Contract to complete and file a "Statement of Economic Interest" with AMBAG disclosing CONTRACTOR and/or such other person's financial interests.

32. MERGER

This Contract shall constitute the entire Contract between the parties and shall supersede any previous contracts, whether verbal or written, concerning the same subject matter. No modification of this Contract shall be effective unless and until evidence by a writing is signed by both parties.

33. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Contract, AMBAG may terminate this Contract by giving CONTRACTOR written notice of such termination,

stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and beneficial to AMBAG and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the contract as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that AMBAG may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due AMBAG from CONTRACTOR is determined.

34. NO WAIVER OF BREACH/TIME

The waiver by AMBAG of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Contract. Time is of the essence in carrying out the duties hereunder.

35. THIRD PARTY BENEFICIARIES

Nothing contained in this Contract shall be construed to create and the parties do not intend to create any rights in third parties.

36. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Contract or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Contract shall be construed and interpreted according to California law, and any action to enforce the terms of this Contract or for the breach thereof shall be brought and tried in the County of Monterey.

37. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of AMBAG and is not entitled to participate in any pension plan, insurance, bonus or similar benefits AMBAG provides its employees. In the event AMBAG exercises its right to terminate this Contract, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

38. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract and shall be solely liable and responsible to pay such taxes and

other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold AMBAG harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

39. FEDERAL TAX FORMS

Prior to issuing the initial claim under this Contract, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

**Association of Monterey Bay Area Governments
ATTN: Accounts Payable
24580 Silver Cloud Court,
Monterey, CA, 93940**

or by FAX to: (831) 883-3755. Unless AMBAG receives a completed Tax Form W-9, payments for services performed under this CONTRACT shall be subject to federal backup withholding.

40. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- A. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to AMBAG that CONTRACTOR has and will keep in effect during the term of this Contract all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.
- B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to AMBAG for inspection.
- C. CONTRACTOR 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.

41. FEDERAL AND STATE LOBBYING ACTIVITIES CERTIFICATION (43 CFR PART 18)

By signing this CONTRACT, the CONTRACTOR certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant, the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR also agrees by signing this Contract that it will require that the language of this certification be included in all subcontracts funded wholly or in part by any funds provided herein and which exceed \$100,000 and that all such Subcontractor(s) shall certify and disclose accordingly.

42. CERTIFICATIONS AND ASSURANCES

A. CONTRACTOR shall adhere to the requirements contained in AMBAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of AMBAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in AMBAG's OWP. Such requirements shall apply to CONTRACTOR to the same extent as AMBAG and may include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
2. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
3. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).

- B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA “Certifications and Assurances for FTA Assistance,” including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53; published annually in AMBAG’s OWP. Such assurances shall apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:
 - 1. Standard Assurances
 - 2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - 3. Drug Free Work Place Agreement
 - 4. Intergovernmental Review Assurance
 - 5. Nondiscrimination Assurance
 - 6. DBE Assurance
 - 7. Nondiscrimination on the Basis of Disability
 - 8. Certification and Assurances required by the U.S. Office of Management and Budget
- C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its contracts with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

43. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONTRACTOR 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. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to AMBAG.

44. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The CONTRACTOR, subrecipient, or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or United States Department of Transportation (DOT) assisted contracts or in the administration of AMBAG’s DBE Program. Failure by the CONTRACTOR 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 AMBAG deems appropriate, which may include but is not limited to:

1. Withholding monthly or quarterly progress payments
 2. Assessing sanctions
 3. Liquidated damages
 4. Disqualifying the contractor from future bidding as non-responsible
- B. The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.
- C. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.
- D. It is the policy of AMBAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. The CONTRACTOR and its Subcontractor(s) shall comply with the requirements of 49 CFR Part 26 and with AMBAG's DBE Program, as amended.
- E. A "DBE Information Form" is attached hereto and incorporated herein by this reference as Exhibit D. Even if no DBE participation will be reported, the CONTRACTOR shall complete and sign such form at the time this Contract is executed
- F. During the period of this Contract, the CONTRACTOR shall maintain records of all applicable subcontracts advertised and entered into germane to this Contract, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subcontractor(s) or vendor, and the total dollar amount actually paid each DBE Subcontractor(s) or vendor. Upon completion of the Contract, regardless of whether DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by AMBAG.

45. FLOW-DOWN PROVISIONS

Any subcontract entered into that exceeds \$10,000 as a result of this CONTRACT shall contain the following provisions of this Contract:

Section 4 (Coordination/Staffing); Section 6 (Invoicing); Section 8 (Contract Completion Retainer); Section 9 (Satisfactory Performance); Section 11 (Ownership, Confidentiality, and Use of Work Products); Section 12 (Termination); Section 13 (Disputes); Section 17 (Retention of Records/Audits); Section 20 (Indemnification); Section 21 (Statement of Compliance); Section 22 (Federal Changes); Section 23 (Energy Conservation); Section 24 (No Obligation by the Federal Government); Section 25 (Program Fraud and False or Fraudulent Statements and Related Acts); Section 26 (Debarment and Suspension

Certification); Section 27 (Contracts Involving Federal Privacy Act Requirements); Section 28 (Insurance/Notification); Section 29 (Conflict of Interest); Section 36 (Independent Contractor); Section 39 (Compliance with Laws, Rules, and Regulations); Section 40 (Federal and State Lobbying Activities Certification (43 CFR Part 18)); Section 41 (Certifications and Assurances); and Section 42 (Cost Principles and Administrative Requirements); Section 43 (Disadvantaged Business Enterprise (DBE)).

46. INTERPRETATION

Notwithstanding the fact that one or more provisions of this Contract may have been drafted by one of the parties to this Contract, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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: Kristen Brown

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Firm: _____

APPROVED TO AS TO FORM:

By: _____

Don Freeman, AMBAG Legal Counsel

P.O. 05, Carmel CA 93921

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

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

EXHIBIT D. DISADVANTAGED BUSINESS ENTERPRISES (DBE) INFORMATION FORM

EXHIBIT E. CERTIFICATIONS

CALIFORNIA 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 Section 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.

AMBAG Board of Directors

Agency	Representative	Agency	Representative
Capitola	Kristen Brown	Soledad	Anna Velazquez
Carmel-by-the-Sea	Karen Ferlito	Watsonville	Eduardo Montesino
Del Rey Oaks	Kim Shirley	County of Monterey	John Phillips
Gonzales	Scott Funk	County of Monterey	Mary Adams
Greenfield	Lance Walker	County of Santa Cruz	Greg Caput
Hollister	Rick Perez	County of Santa Cruz	Manu Koenig
King City	Carlos Victoria	County of San Benito	Betsy Dirks
Marina	Lisa Berkley	County of San Benito	Bea Gonzales
Monterey	Ed Smith		
Pacific Grove	Jenny Mc Adams	<u>Ex-Officio Members:</u>	
Salinas	Steve McShane	Caltrans District 5	
San Juan Bautista	John Freeman	MBARD	
Sand City	Mary Ann Carbone	CCCE	
Santa Cruz	Justin Cummings	MPAD	
Scotts Valley	Derek Timm	MST	
Seaside	Jon Wizard	SBtCOG	
		SCCRTC	
		SC METRO	
		TAMC	

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year ____ quarter ____ Date of last report ____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier ____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503