



**Association of Monterey Bay Area Governments**

**Request for Proposals**

**for**

**Actuarial Valuation of Other Post-Employment Benefits (OPEB) – Governmental Accounting Standards Board (GASB) Statements No. 74 and No. 75 and Accounting and Financial Reporting for GASB Statement No. 68  
5-year contract period for the Fiscal Years Ending 2026 and 2031**

**Not to Exceed \$34,000**

**Issued:** March 25, 2025

**Questions Due:** April 4, 2025 by 4:00 p.m.

**Responses Posted:** April 10, 2025 by 4:00 p.m.

**Deadline (proposals received by AMBAG):** April 18, 2025 by 4:00 p.m.

**Submit all questions and proposals to:**

Errol Osteraa | AMBAG | 24580 Silver Cloud Court, Monterey, CA 93940-6536 |  
<mailto:eosteraa@ambag.org> | fax 831.883.3755

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## Introduction

The Association of Monterey Bay Area Governments was organized in 1968 for the purpose of regional collaboration and problem solving. AMBAG, as it is often referred to, was formed by Joint Powers Authority (JPA) governed by a twenty-four member Board of Directors comprised of elected officials from each City and County within the region. The AMBAG region includes Monterey, San Benito and Santa Cruz County. AMBAG serves as both a federally designated Metropolitan Planning Organization (MPO) and Council of Governments (COG). AMBAG performs metropolitan level transportation planning on behalf of the region. Among its many duties, AMBAG manages the region's transportation demand model and prepares regional housing, population and employment forecast that are utilized in a variety of regional plans. Membership and participation in AMBAG is voluntary on the part of its members. Funding is primarily from state and federal transportation funds and grants as well as other project specific grants.

As the Metropolitan Planning Organization (MPO) for the tri-county region of Monterey, San Benito and Santa Cruz counties, the Association of Monterey Bay Area Governments (AMBAG) issues this Request for Proposals (RFP) for **ACTUARIAL VALUATION SERVICES OF OTHER POST-EMPLOYMENT BENEFITS (OPEB)** and **ACCOUNTING AND FINANCIAL REPORTING FOR PENSIONS** from qualified firms or individuals (Proposers) for fiscal years ended (FYE) 2026 through 2031. This valuation shall be performed in accordance with actuarial practices as set forth by the American Academy of Actuaries and in compliance with the actuarial standards/methods included in the Government Accounting Standards Board (GASB) Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, GASB Statement No. 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions* and GASB Statement No. 68, *Accounting And Financial Reporting For Pensions—An Amendment Of GASB Statement No. 27*.

AMBAG encourages proposals from Disadvantaged Business Enterprises (DBE) and from Proposers that may qualify as low income or who are otherwise economically disadvantaged. This RFP may be viewed and downloaded from AMBAG's website at [www.ambag.org](http://www.ambag.org).

Based on its evaluation of the proposals received in response to this RFP, AMBAG may select one Proposer to enter into exclusive negotiations for an agreement substantially similar to Attachment C (*Incorporation of Attachments*), **AMBAG DRAFT AGREEMENT FOR PROFESSIONAL SERVICES**. The contract will require the Proposer to perform the services upon AMBAG's request following delivery of a Notice to Proceed (NTP).

The selection of any Proposer for exclusive negotiations shall not imply AMBAG's acceptance of all terms of the Proposer's submittal; terms may be subject to further negotiation. AMBAG shall have no obligation unless and until a final contract is entered into by the parties following approval by AMBAG's Executive Director. There is no guarantee that AMBAG will issue any NTPs, and AMBAG may terminate the contract at any time.

Proposals must be received by AMBAG no later than 4:00 pm Pacific Daylight Time (PDT) on, April 18, 2025, at the following address:

Association of Monterey Bay Area Governments (AMBAG)  
24580 Silver Cloud Court  
Monterey, CA 93940

Responses to this RFP that are not received by the time and date specified, do not contain all the required information and completed forms, or do not meet required skills and experience qualifications shall be deemed non-responsive and rejected without consideration.

Proposers may obtain copies of this RFP, including the forms to be submitted in the Proposal package, by downloading the document from AMBAG’s website: <http://www.ambag.org> or by contacting AMBAG, 24580 Silver Cloud Court, Monterey, CA 93940, (831) 264-5099, email: <mailto:eosteraa@ambag.org>

## Scope of Work & Project Deliverables

It is the intent of AMBAG to secure the services of qualified firms or individuals to provide Actuarial Services for Other Post-Employment Benefits (OPEB) to comply with GASB 74 and 75 which establishes standards for measurement, display and recognition of OPEB expenses and liabilities associated with AMBAG’s retiree health benefit program. AMBAG will also require the annual GASB 68 Reports for each year. In addition, AMBAG will require all reports, valuations, journal entries and financial statement footnotes required by GASB 68, 74 and 75.

As of July 1, 2024, there are 14 full time employees with 11 active participants (see participant chart below). There is currently two (2) retiree eligible for health benefits. An outside consultant calculated AMBAG’s Actuarially Determined Contribution (ADC) levels (an amount that is actuarially determined in accordance with the parameters of GASB Statement No. 75) in fiscal year 2023-2024 (see Actuarial Valuation of the Other Post-Employment Benefit Programs as of June 30, 2023, separately attached). AMBAG’s financial statements are located at <https://www.ambag.org/program/audited-financials> for additional information.

A detail of health insurance plans that participants are currently enrolled in is provided below.

Status	Plan Code	Retirement System	Payment Type	Amount Billed	Medical Group
Active	5251	PERS	On-going	\$1,170.17	000 ALL EMPLOYEES
Active	6572	PERS	On-going	\$2,952.20	000 ALL EMPLOYEES
Retired	6611	PERS	On-going	\$584.70	000 ALL EMPLOYEES
Active	5061	PERS	On-going	\$1,256.65	000 ALL EMPLOYEES
Active	6571	PERS	On-going	\$1,476.10	000 ALL EMPLOYEES
Active	6482	PERS	On-going	\$2,027.40	000 ALL EMPLOYEES
Active	6571	PERS	On-going	\$1,476.10	000 ALL EMPLOYEES
Active	6481	PERS	On-going	\$1,013.70	000 ALL EMPLOYEES
Active	6482	PERS	On-going	\$2,027.40	000 ALL EMPLOYEES
Retired	6611	PERS	On-going	\$584.70	000 ALL EMPLOYEES
Active	5061	PERS	On-going	\$1,256.65	000 ALL EMPLOYEES
Active	6571	PERS	On-going	\$1,476.10	000 ALL EMPLOYEES
Active	6572	PERS	On-going	\$2,952.20	000 ALL EMPLOYEES
Active	6482	PERS	On-going	\$2,027.40	000 ALL EMPLOYEES

AMBAG uses the following criteria in its actuarial valuation:

- Employee must be over the age of 40 on the valuation date or
- Have 10 years or more of CalPERS service by the valuation date

AMBAG provides post-retirement health insurance coverage, in accordance with the Public Employees’ Medical and Hospital Care Act (PEMHCA), Chapter One of the California Public Employees Retirement Law, to employees who retire under the Public Employee’s Retirement System on or after attaining the age of 50 with 5 years of State or public agency service or approved disability retirement. Employees receive 100 percent of their health premiums up to the maximum amount of the single rate for the plan selected in the

region in which the employee lives. AMBAG's policy is to contribute the cost of retiree medical coverage based on the limits identified above. Once the eligible retiree has reached the age of 65, the retiree is required to enroll in Medicare, and the cost to AMBAG decreases to the supplement/managed Medicare monthly rate for the selected plan in the region in which the employee lives. Under the current operating structure, AMBAG provides monthly reimbursements for the retiree healthcare program on a "pay-as-you-go" basis. Therefore, we have a pre-funded and pay-as-you-go plan.

AMBAG participates in the California Employer's Retiree Benefit Trust (CERBT) Fund, which is administered by CalPERS. CERBT is a tax-qualified irrevocable trust organized under Internal Revenue Code Section 115 and established to prefund retiree healthcare benefits. CERBT, an agent multiple-employer trust, issues a publicly available financial report including GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, disclosure information in aggregate with other CERBT participating employers. That report can be obtained from the CalPERS website at [www.calpers.ca.gov](http://www.calpers.ca.gov). The plan provides health benefits to all retired employees.

Proposers should demonstrate their ability to meet compliance with CERBT requirements for actuarial valuations (see [www.calpers.ca.gov](http://www.calpers.ca.gov)). Currently, AMBAG requires actuarial valuations for fiscal years ended 2026 through 2031.

Scope of work and project deliverables to be provided by the selected Proposer related to GASB 74 and 75 shall include, but are not limited to:

1. The issuance of a Public Statement of Actuarial Opinion (PSAO) in accordance with the Qualification Standards of the American Academy of Actuaries.
2. Performing an actuarial valuation to determine AMBAG's liability for its existing health benefit program. This valuation shall be completed in a manner so as to comply with all the actuarial valuation requirements of GASB 74 and 75.
3. Preparing any and all reports and/or certifications, including those required by CERBT.
4. Preparing a sensitivity analysis showing the impact of alternative assumptions for healthcare trend rates and investment earning rates.
5. Meeting(s) with AMBAG staff to present valuation results, and potential presentation of valuation to AMBAG Executive Finance Committee/Board of Directors.
6. Prepare actuarial valuations for AMBAG following GASB 74 and 75 standards including the following: The actuarial present value of total projected benefits, actuarial accrued liability, actuarial value of assets, the unfunded actuarial accrued liability, normal cost, annual required contribution of the employer as a level dollar amount and as a level percentage of covered payroll and net pension obligation. Reports shall be completed annually as required by current law or auditor requirements. Reports shall be broken out by retiree and by employee.
7. Analyze the data to assess any inconsistencies and make recommendations for enhancing data quality.
8. Prepare the necessary material for the Annual Comprehensive Financial Report (ACFR) to comply with GASB OPEB reporting and disclosure requirements.
9. Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this. Determine the

difference on liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio.

10. Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
11. Prepare a sensitivity analysis showing the impact of alternative assumptions on the employer's contributions.
12. Bid proposal should include an hourly rate for providing additional services such as providing asset/liability studies, asset allocation modeling, and cash-flow projections to measure the risks a plan is taking on and its likely long-term fiscal sustainability.

The valuation report and presentation should include, at a minimum:

- A. Actuarial valuation certification.
- B. Summary of actuarial methods and assumptions used.
- C. Actuarial assets and obligations as of the beginning of the period covered by the valuation report.
- D. Annual required contribution for each fiscal year covered by the valuation report as a dollar amount and percentage of payroll.
- E. Annual OPEB cost and net OPEB obligation for each fiscal year covered by the valuation report.
- F. Projected contributions, benefit payments and annual OPEB cost for the next 10 fiscal years.
- G. Summary of plan provisions and the data used for the valuation.
- H. Summary of GASB 74 and 75 provisions.

All services shall be provided in accordance with the Actuarial Standards of Practice, the Actuarial Code of Professional Conduct, and GASB 74 and 75. Specific elements to be provided in the GASB 74 and 75 analysis shall comply with minimum standards information requirements as described in GASB 74 and 75.

The selected Proposer will work closely with AMBAG staff to provide the services. The Proposer shall provide the services by personnel listed in its Proposal. Any changes in personnel will be subject to AMBAG's prior review and approval.

AMBAG reserves the right, in its sole discretion, to change this Scope of Work at any time during the term of the Contract. The Proposer shall be paid for any work that meets the requirements of the Contract and that is performed prior to the date of such change.

Proposers should also refer to the Proposal Requirements, and Evaluation and Selection Process sections for additional requirements.

Upon conclusion of the negotiation process, the selected Proposer will be required to prepare a final work plan, schedule, and budget for inclusion into a final contract.

## **GASB 74 and 75 Actuarial Information**

Assume that AMBAG will continue to provide apply a “12 month prior” Measurement Date for GASB 75 reporting. Valuation Dates will be for Measurement Dates of 06/30/2025, 06/30/2027 and 6/30/2029. Each full actuarial valuation report should include but is not limited to the following:

1. The valuation and funding reports including the split between explicit and implicit liabilities for active and retired employees for AMBAG’s for fiscal years ended 2026 through 2031. Each two year cycle will include the contribution targets to the OPEB trust account as well as contribution (ADC) calculations for the following year.
2. GASB 75 results (12 Month Prior Measurement Date) for FYE 2026 through 2031.
3. The information to be reported in financial statements under GASB 75 is for the fiscal years ended 2026 through 2031. It is understood that the asset information will likely not be able to be finalized until CERBT issues audited financial statements (projected to occur between December 1 and Feb 1 following each measurement date).

All services shall be provided in accordance with the Actuarial Standards of Practice, the Actuarial Code of Professional Conduct, and GASB 75. Specific elements to be provided in the GASB 75 analysis shall comply with minimum standards information requirements as described in GASB 75.

## **GASB 68 Reports**

All qualified permanent and probationary employees are eligible to participate in AMBAG’s Miscellaneous Employee Pension Plan, cost-sharing multiple-employer defined benefit pension plan administered by the California Public Employees’ Retirement System (CalPERS). Benefit provisions under the Plan are established by State statute and Local Government resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website at [www.calpers.ca.gov](http://www.calpers.ca.gov). CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Public Employees’ Pension Reform Act 2013 (PEPRA) Miscellaneous members become eligible for Service Retirement upon attainment of age 52 with at least 5 years of service. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit or the Optional Settlement 2W Death Benefit. The cost of living adjustments for the plan are applied as specified by the Public Employees’ Retirement Law. AMBAG’s financial statements are located at <https://www.ambag.org/program/audited-financials> for additional information.

In addition to OPEB actuarial services, AMBAG is requesting that prospective bidders provide a quote for preparing the proportionate share and reporting information needed by the agency to facilitate its GASB 68 reporting requirements, beginning with the fiscal year ending June 30, 2026 and continuing each year until June 30, 2031. Bidding format for this service is included in Attachment A.

Scope of work and project deliverables to be provided by the selected Proposer related to GASB 68 shall include, but are not limited to:

1. Prepare the necessary material for the Annual Comprehensive Financial Report (ACFR) to comply with GASB 68 reporting and disclosure requirements.
2. Prepare the necessary material for the Annual Comprehensive Financial Report (ACFR) to comply with GASB 75 reporting and disclosure requirements.

The following may also be requested on a fee basis (in cost proposal) if required:

1. Providing asset/liability studies, asset allocation modeling, and cash-flow projections to measure the risks a plan is taking on and its likely long-term fiscal sustainability.
2. Calculating the effect of benefit changes on cost.
3. Studying the differences between assumed experience and actual experience. The experience Study for AMBAG should be conducted no less than once every five years.

The selected Proposer will work closely with AMBAG staff to provide the services. The Proposer shall provide the services by personnel listed in its Proposal. Any changes in personnel will be subject to AMBAG's prior review and approval.

AMBAG reserves the right, in its sole discretion, to change this Scope of Work at any time during the term of the Contract. The Proposer shall be paid for any work that meets the requirements of the Contract and that is performed prior to the date of such change.

Proposers should also refer to the Proposal Requirements, and Evaluation and Selection Process sections for additional requirements.

Upon conclusion of the negotiation process, the selected Proposer will be required to prepare a final work plan, schedule, and budget for inclusion into a final contract.



## **GASB 68, GASB 74 and GASB 75 Reports, Journal Entries, Footnotes, Et Al**

In addition to OPEB actuarial services and GASB 68 reporting, AMBAG is requesting that prospective bidders provide all valuations, reports, journal entries and financial statement footnotes required by GASB 68, GASB 74 and GASB 75. Proposals should include details for these items.

### **Required Skills and Experience**

Only proposals from Proposers demonstrating previous experience in the performance of the services described in **Scope of Work & Project Deliverables** section shall be considered. The Proposer must demonstrate the following:

1. Knowledge of and experience in issuing a PSAO in accordance with the Qualification Standards of the American Academy of Actuaries.
2. Experience in providing all services in accordance with the Actuarial Standards of Practice, the Actuarial Code of Professional Conduct, and GASB 68, 74 and 75.
3. Extensive working knowledge of the specific elements to be provided in the GASB 68, 74 and 75 analysis and demonstrated compliance with minimum standards information requirements as described in GASB 68, 74 and 75.
4. Sufficient qualified actuarial personnel on staff to perform the Scope of Work described above.
5. The supervising actuary must meet the American Academy of Actuaries Qualification Standards and be a Fellow of the Society of Actuaries (FSA) or an Associate of the Society of Actuaries (ASA), or an equivalent credential from an organization such as the Conference of Consulting Actuaries. Work by an enrolled actuary (EA) is also appropriate, provided the EA has substantial public-sector experience.
6. The supervising actuary should have significant experience with public-sector retirement systems and demonstrate a familiarity with the needs of such systems under GASB 68, 74 and 75.
7. The actuary should have an in-depth understanding of the rules/requirements governing retiree eligibility and employer contribution requirements for the CalPERS medical (PEMHCA) program.
8. The supervising actuary should be able to discuss actuarial theory, the basis for assumptions, and all other actuarial matters in language that is easily understood and applied to the GASB 68, 74 and 75 reporting requirements.

The Proposer's Lead Analyst/Project Manager should have:

- Demonstrated experience working with GASB 74, GASB 75 and GASB 68.
- In depth knowledge and experience with GASB 74, GASB 75 and GAB 68 analysis.
- Established credibility with public agencies.
- At least five years' experience in performing actuarial opinions in accordance with the Qualification Standards of the American Academy of Actuaries, as well as providing the requested services in accordance with the Actuarial Standards of Practice, and the Actuarial Code of Professional Conduct.
- Credentials such as a Fellow of the Society of Actuaries or an Associate of the Society of Actuaries or equivalent credential.
- Excellent oral and written communication skills.
- Complete independence

Proposers must clearly demonstrate that an individual Lead Analyst/Project Manager meets the requirements described above. A Proposer will be disqualified if it attempts to meet the preceding requirements by combining the experience of more than one individual.

## Schedule

Task	Completion Date
Release RFP	March 25, 2025
Questions Due	April 4, 2025
Post Responses to Questions/Addendum (as needed)	April 10, 2025
Proposals Due	April 18, 2025
Evaluation Committee Completes Proposal Review	April 28, 2025
Short listed Proposers Notified	April 30, 2025
Oral Interviews (as needed)	May 8, 2025
Candidates Not Recommended for Selection Notified	May 9, 2025
Notice of Intent to Protest Deadline	May 16, 2025
Executive Director Approval of Consultant	May 20, 2025
Consultant Selection, Notification and Notice to Proceed	May 23, 2025
Board Approval	June 11, 2025
Execute Contract	June 30, 2025
Kickoff Meeting (Live or Teleconference)	To Be Determined

## Project Manager

Errol Osteraa, Director of Finance and Administration  
 Association of Monterey Bay Area Governments (AMBAG)  
 24580 Silver Cloud Court  
 Monterey, CA 93940  
 Email | <mailto:eosteraa@ambag.org> (preferred communication)  
 Fax | (831) 883-3755

## Proposal Requirements

- A. Proposals should be concise, well organized and demonstrate the proposer’s qualifications and experience applicable to the project. Proposals shall be limited to 50 one-sided pages (8.5 inches x 11 inches). The proposal must include a discussion of the proposer’s approach to the project, a description of the firm’s and any sub-consultants’ qualifications for the scope of work, and a cost estimate which contains the information detailed in Attachment A.
- B. The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.
- C. Failure to comply with the requirements of the RFP may result in disqualification. AMBAG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. AMBAG may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be

interpreted in favor of AMBAG. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.

- D. The proposer shall certify whether it takes no exception(s) to this RFP and the draft contract. If the proposer does take exception(s) to any portion of the RFP or the draft contract, the specific portion to which exception(s) is taken must be identified and explained. Failure to make exceptions to the RFP or draft contract within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.
- E. AMBAG reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposals deemed most advantageous to AMBAG.

Proposals must be responsive to each of the following elements and organized in the following sequence:

- **Executive Summary** -

- Submit a letter of introduction and an executive summary of the Proposal. The introductory letter must be signed by a person or persons authorized to obligate the Proposer to honor the commitments set forth in the Proposal and to verify the accuracy of the information included in the Proposal. Submission of the introductory letter will constitute a representation by the Proposer that it is willing and able to successfully perform the Services, and that all information contained in the Proposal is true, correct, and not misleading. It should include the name and number of a contact person for the Proposal. Submission should provide evidence and reporting artifacts to show that the proposed services are compliant with the requirements of GASB Statement Nos. 74, 75 and 68.

- **Qualifications and Experience** -

- Brief description of the Proposer firm or individual.
- Summary of the Proposer's capabilities and experience in similar projects with an emphasis on public agencies.
- Description of the Proposer's approach to providing actuarial valuations, including approach to keeping employee information confidential.
- Description of the proposed methodology to be used in the valuation including how it would be most appropriate for AMBAG; description of how the Proposer would tailor its actuarial valuation to meet the needs of AMBAG.
- List of required data elements and other information to be provided by AMBAG.
- Description of the service implementation schedule, including identification of key project milestones and timelines for deliverables. Identify any assumptions used in developing the service implementation schedule.
- Description of the proposed staff that will be used to provide the Services. Specifically, provide their names, titles, business addresses, phone numbers, and the relevant qualifications and work experience.

- Description of the role each staff member would play in providing the Services. Clearly show the extent and nature of the involvement of the key team members who would provide the Services.
  - Disclosure of any settlements or legal claims pending against Proposer during the last five (5) years.
  - Include Proposer’s approach to avoiding conflicts of interest and prioritizing client interests. If there are no conflicts of interest, then include a statement to that effect.
- **References** –
    - Provide references for at least five recent clients (preferably other public agencies) of the Proposer and/or any assigned key staff; include the reference names, addresses, telephone numbers, email addresses and specific projects.
- **Fee Proposal** –
    - Provide a schedule of all fees and costs associated with providing an actuarial valuation by fiscal year, and proposed payment terms. Include the cost for each bi-annual fiscal year valuation, and hourly rates or the cost for any services not included with the valuation. Attachment A (*Incorporation of Attachments*), **FEE PROPOSAL FORM** should be used for submission of the Fee Proposal. If Proposer anticipates any additional fees for services not specifically mentioned in this RFP, include such costs as well as an explanation for their need in Attachment A.

Include any additional information that demonstrates the Proposer's qualifications to perform the Services and successful completion of similar services for other public agencies.

## Proposal Submittal

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

Digital: Send as a single PDF or PDF portfolio

All submissions must be received by AMBAG on or before April 18, 2025, at 4:00 p.m. Pacific Daylight Time (PDT).

Beginning on the date this RFP is issued and made available to prospective Proposers, there will be no communications concerning this RFP between members of the AMBAG Board, AMBAG staff, other consultants already engaged by AMBAG or members of the selection committee and prospective Proposers and their employees or agents, except as provided herein.

Responses to this RFP that are not received by the time and date specified herein, do not contain all the required information and completed forms, or do not meet the required skills and experience shall be deemed non-responsive and rejected.

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

Questions about the RFP may be directed in writing to Errol Osteraa at <mailto:eosteraa@ambag.org> or by fax to (831) 883-3755. AMBAG will consider all questions received by no later than 4:00 p.m. PDT on Friday, April 4, 2025 as the deadline for submission of questions. Responses to all questions will be posted at [www.ambag.org](http://www.ambag.org).

Responses that require that an addendum be issued to the RFP will be posted on the AMBAG website at [www.ambag.org](http://www.ambag.org) on Thursday, April 10, 2025 at 4:00 p.m. PDT. It is the responsibility of Proposer 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.

## Evaluation and Selection Process

AMBAG intends to select one Proposer. AMBAG will review and evaluate the Proposals. The Proposals will be scored in accordance with the criteria and methodology described in this RFP, which may include the submission of additional information and/or participation in an oral interview. The Proposer that receives the highest score in the selection process will be selected to negotiate a Contract with AMBAG.

- A. Based upon the proposals and other appropriate evaluation factors, the top-ranked proposer(s) will be identified and short listed. Negotiations with the selected firm may cover: scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort, and price.
- B. Proposers will be evaluated on the following criteria according to the weights assigned below. Oral interviews, if required, will be worth 100 points and evaluated on the following criteria. AMBAG reserves the right to add the proposers' interview scores into the evaluation criteria or to select proposers based solely upon their written proposals.
- 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
Qualifications and Experience of Proposer Firm (including References)	<ul style="list-style-type: none"> <li>▪ Professional qualifications</li> <li>▪ Relevant experience</li> </ul>	<b>25</b>
Project Experience	<ul style="list-style-type: none"> <li>▪ Nature, quality, and relevance of completed projects</li> <li>▪ Relevant experience and approach in providing actuarial valuation to AMBAG</li> </ul>	<b>20</b>
Staff Qualifications	<ul style="list-style-type: none"> <li>▪ Unique qualifications of key personnel</li> <li>▪ Qualifications and Experience of Lead Analyst/Project Manager and other key staff</li> </ul>	<b>15</b>
Fee Proposal	<ul style="list-style-type: none"> <li>▪ Ranking of comparative costs among proposed firms, providing the best value of services offered</li> </ul>	<b>30</b>
Oral Interviews	<ul style="list-style-type: none"> <li>▪ Quality of responses to panel questions</li> </ul>	<b>10</b>
Total		<b>100</b>

The Evaluation Committee will review all submitted proposals. Proposers may be emailed and asked for further information, if necessary, and may be expected to appear for oral interviews on May 8, 2025 if needed. The Evaluation Committee will make recommendations to AMBAG’s Executive Director on the basis of the proposal, oral interview (if interviews are conducted), 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 approval.

## Notice of Award

All candidates selected for the short list will be contacted by April 30, 2025. Candidates not recommended for selection shall also be informed by May 9, 2025. The short listed Proposers may be interviewed. The final recommended Proposer shall be informed on or before May 23, 2025.

## Contractual Information and Payment Schedule

The contract for the **ACTUARIAL VALUATION SERVICES OF OTHER POST-EMPLOYMENT BENEFITS (OPEB)** and **ACCOUNTING AND FINANCIAL REPORTING FOR PENSIONS** will be between AMBAG and the Consultant. The consultant will invoice AMBAG for services rendered, and AMBAG will compensate the consultant for these services as set forth in the contract. Funding for the consultant services will be provided by AMBAG. The project deliverables will be reviewed by the AMBAG Project Manager.

The Consultant will be paid based on work actually performed, and accepted in writing by AMBAG, during the preceding month. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15<sup>th</sup> day of the succeeding month. This project is funded by the Federal Highway Administration (FHWA) and the Federal Transit Administration, Caltrans serves as the lead agency. AMBAG will issue payment to the consultant upon reimbursement from Caltrans.

## **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 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 September 30, 2025.

## **F. Conflict of Interest Statement**

Consultants and consultant firms submitting proposals in response to this RFP must disclose to AMBAG any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Contract for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal. The selected consultant shall refrain from and disclose subsequent potential conflicts during this contract. Consultant shall at all time 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 clauses contained in the AMBAG Contract for Services which included as Attachment C. A contract specific to this award will be created from this template.

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

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

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

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

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

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



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

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

#### **H. Americans with Disabilities Act (ADA) Provisions**

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

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

#### **I. Alternative Protest Process**

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

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

A written notice of intent to protest the proposed award of this solicitation must be received (facsimile acceptable) by the project manager before the close of business 4:00 p.m. PDT on the fourth (4<sup>th</sup>) 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:

Errol Osteraa  
Director of Finance and Administration  
Association of Monterey Bay Area Governments  
24580 Silver Cloud Court  
Monterey, CA 93940  
Fax: (831) 883-3755  
<mailto:eosteraa@ambag.org>

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  
Association of Monterey Bay Area Governments  
24580 Silver Cloud Court  
Monterey, CA 93940

## **K. Lobbying Activities**

The Levine Act (Government Code § 84308) is part of the Fair Political Practices Act that applies to elected officials and their alternates who serve on appointed boards, such as the AMBAG Board. The Levine Act prohibits any AMBAG Board member (including a Board member's alternate) or officer who has received \$250 or more from an applicant for a contract with AMBAG within the previous twelve months from participating in or influencing the decision on awarding that contract. The Levine Act also requires a Board member or officer of AMBAG who has received such a contribution to disclose the contribution on the record of the proceeding in which a contract is being considered. In addition, AMBAG Board members and officers are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before AMBAG and for three months following the date a final decision concerning the contract has been made.

In Exhibit E of Attachment C, **DRAFT AMBAG PROFESSIONAL SERVICES AGREEMENT** (*Incorporation of Attachments*), contains the **DISCLOSURE OF LOBBYING ACTIVITIES** each Proposer must disclose any contributions of \$250 or more that it has made to an AMBAG Board member or officer within the twelve-month period preceding the submission of its Proposal. This requirement applies to the Proposer, as well as to any member firm or individuals on the Proposer's team, subsidiaries, parent companies, other firms associated with the Proposer and agents of the Proposer. If such a contribution has been made, Proposer

must include in its Proposal a written statement setting forth the date and amount of said contribution(s). A full list of AMBAG Board Members is located at <http://www.ambag.org/about-us/ambag-board-directors>.

## **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
- RFP Attachment B – Subconsultant List
- RFP Attachment C – AMBAG Professional Services Agreement

**RFP ATTACHMENT A - COST ESTIMATE**

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What follows is a sample template for submitting cost proposal. Your proposal should include, at a minimum, bids for the following items. We will assume that your bids will include all costs for the work required to satisfy all the GASB 68, 74 and 75 requirements discussed in this RFP. This includes all reports, valuations, journal entries and financial statement footnotes required by GASB’s 68, 74 and 75. You may expand this format and list other costs separately.

Fiscal Year		FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031
1	OPEB Valuation and Funding report	\$	Include In 2026	\$	Include In 2028	\$	Include In 2030
2	GASB 75 results (12 Month prior Measurement Date)	\$	\$	\$	\$	\$	\$
3	GASB 68 Proportionate Share Report	\$	\$	\$	\$	\$	\$

Please provide table of estimated completion dates for the reports required in the above table.

Bid proposal should include an hourly rate for providing additional services such as providing asset/liability studies, asset allocation modeling, and cash-flow projections to measure the risks a plan is taking on and its likely long-term fiscal sustainability

**RFP ATTACHMENT B - SUBCONSULTANT LIST**

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

**PROPOSED SUBCONSULTANTS**

<b>Subconsultant Firm Name and Address</b>	<b>Scope of Work</b>	<b>Dollar Amount of Work</b>

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Name of Firm

---

Printed name and Title of Signatory

---

Signature

---

Date

**RFP ATTACHMENT C - AMBAG PROFESSIONAL SERVICES AGREEMENT**

## DRAFT AMBAG AGREEMENT

THIS AGREEMENT is made and entered into this XX day and XXXX XX, by and between the **Association of Monterey Bay Area Governments**, hereinafter called “**AMBAG**”, and **XXXXXXXXXX**, hereinafter called “**CONTRACTOR**”.

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

WHEREAS, CONTRACTOR is willing to perform the services and work described in this Contract under the terms and conditions set forth in this Contract; and

WHEREAS, AMBAG desires to contract with Contractor to perform the services and work described in this Contract under the terms and conditions set forth in this Contract; 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 XXXX XX, XXXX** 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 Tacks/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 Consultant are to be completed according to the schedule set out in Exhibit "A", entitled "Project Tasks/Services, Timeline, and Budget," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "Project Tasks/Services, Timeline, and Budget."

4. 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 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 Contractors staff, Subcontract(s) or other members of the project team, hereinafter referred to as "Subcontractors(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 on a firm fixed price basis as shown in Exhibit A.
- B. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted no later than 45 calendar days after the performance of the work for which the CONTRACTOR is billing, or upon completion of the Contract. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. 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 performed prior to approval of this contract.
- C. In no event shall compensation, including but not limited to any and all expenses, as described in Exhibit A exceed \$XXX,XXX without prior written consent of AMBAG.

It is mutually understood between the parties that funding for this contract is contingent on State Budget passage and federal and state as well as reimbursement from Caltrans.

7. INVOICING

- A. Invoices for services must be presented to AMBAG no later than the fifteenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly 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 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 and upon reimbursement by the State of California. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and Budget," Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.
- 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 invoice submitted to AMBAG for payment shall be sent directly to:

**Association of Monterey Bay Area Governments ATTN:  
Accounts Payable  
P.O. 2453  
Seaside, CA 93955**

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 specified with beginning and ending dates. The beginning date much not be sooner than the Notice of 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 6C. 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 the 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 the 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 Subcontract(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).

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.

10. 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.

11. 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 the 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 see 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.

## 12. 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 CONTRACTOR, become AMBAG's property.

13. 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 the 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.

14. AMENDMENT OF SCOPE OF WORK

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

15. 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.

16. 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.

17. 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 25000 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontract, 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 other 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 exception 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 it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested.

18. 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 subcontractors(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 omission of its subcontractor(s) and of persons either directly or indirectly 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 written authorization by AMBAG, except that, which is expressly identified in the contract.

19. ASSIGNMENT

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

20. 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 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 or any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Contract.

21. 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 and 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)m set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulation, 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 bases of color, national origin, religion, sex, age, or disability in the selection and retention of subcontractor(s), including procurement of material 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 Employment 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 American 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.

22. 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.

23. 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.

24. 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.

25. 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 it 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 acknowledge 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 the 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 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.

26. 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 proposed debarment pending; and has not been indicted, convicted, or had civil judgement rendered against it by court of competent jurisdiction in any matter involving fraud or official misconduct within the part 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.

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 thus reference and shall comply with al relevant conditions as set forth in the CONTRACT.

27. 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 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.

28. INCURANCE/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 acknowledge that the insurance coverage 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 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 from 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, CONTRACT 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 \$1,000,00/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 of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance AMBAG.

29. 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 in 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 or have the appearance of any conflict of interest that would conflict with the performance of service under this contract.

30. STATEMENT OF ECONOMIC INTEREST

If AMBAG determines CONTRACTOR comes within the definition of CONTRACTOR under Political Reform Act (Government Code §87100), CONTRACTOR shall complete and file and shall require any 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.

31. 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.

32. 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 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 time as the exact amount of damages due AMBAG from CONTRACTOR is determined.

33. 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.

34. 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.

35. 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 attorney's fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgement. 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.

36. 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 participated 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.

37. TAXES

CONTRACTOR agrees to file tax returns and pay 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.

38. 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 Certification to the following address:

**Association of Monterey Bay Area Governments ATTN:  
Accounts Payable  
P.O. 2453  
Seaside, CA 93955**

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.

39. 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 warrant, 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.

40. 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, 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 employees 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.

41. 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 State 327, as amended) and the United State 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 "Certification and Assurance 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 Reponsibility Matters for Primary Covered Transactions
  3. Drug Free Work Place Agreement
  4. Intergovernmental Review Agreement
  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.

42. 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 2cfr, Pat 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to AMBAG.

43. 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 include but is not limited to:
  - 1. Withholding monthly 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 performed 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 his 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 DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by AMBAG.

44. FLOW-DOWN PROVISIONS

Any subcontract entered into that exceeds \$10,000 as a result of this CONTRACT shall contrain 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)).

45. 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 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:** Derek Timm

**Title:** Board President

Association of Monterey Bay Area Governments (AMBAG)

CONSULTANT

Signature: \_\_\_\_\_

**Name:**

**Title:**

APPROVED TO AS TO FORM:

By: \_\_\_\_\_

Don Freeman, AMBAG Legal Counsel

P.O. Box 805, Carmel CA 93921

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

**EXHIBIT B. 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 judgement 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 subparagraphs (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.

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.

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**Name of Firm**

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**Signature (original signature required)**

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**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. CERTIFICATONS**

**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 decisions, 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 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 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)

\_\_\_\_\_

### 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 or the agency.
  - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency judicial branch of government, local government agencies whose members are directly elected by the votes, 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 a 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 agency, 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 a 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 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 (2025)**

<b>Agency</b>	<b>Representative</b>	<b>Agency</b>	<b>Representative</b>
Capitola	Melinda Orbach	Soledad	Fernando Ansaldo- Sanchez
Carmel-by-the-Sea	Hans Buder	Watsonville	Eduardo Montesino
Del Rey Oaks	John Uy	County of Monterey	Glenn Church
Gonzales	Scott Funk	County of Monterey	Kate Daniels
Greenfield	Robert White	County of Santa Cruz	Felipe Hernandez
Hollister	Rudy Picha	County of Santa Cruz	Manu Koenig
King City	Oscar Avalos	County of San Benito	Mindy Sotelo
Marina	Brian McCarthy	County of San Benito	Angelo Curro
Monterey	Jean Rasch		
Pacific Grove	Lori McDonnell		
Salinas	Margaret D'Arrigo	<b><u>Ex-Officio Members:</u></b>	
San Juan Bautista	Jose Aranda	3CE	Catherine Stedman
Sand City	Mary Ann Carbone	Caltrans, District 5	Orchid Monroy-Ochoa
Santa Cruz	Scott Newsome	MBARD	Richard Stedman
Scotts Valley	Derek Timm	MPAD	Mary Ann Leffel
Seaside	Alex Miller	MST	Lisa Rheinheimer
		SBtCOG	Binu Abraham
		SCCRTC	Sarah Christensen
		SCMetro	Corey Aldridge
		TAMC	Todd Muck



**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

Approved by OMB

03-48-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>  a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  a. bid/offer/application  b. initial award  c. post-award</p>	<p><b>3. Report Type:</b>  a. initial filing  b. material change</p> <p><b>For material change only:</b>  Year:  Quarter:  Date of Last Report:</p>
<p><b>4. Name and Address of Reporting Entity:</b>  Prime:  Subawardee:  Tier, if known:</p> <p><b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee:</b>  Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable:</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award amount, if known:</b></p>	
<p><b>10.a. Name and Address of Lobbying Registrant</b>  (if individual, last name, first name, MI):</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10.a.)</p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is</b></p>	<p><b>Signature:</b>   <b>Print Name:</b></p>	

<p>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 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.</p>	<p>Title</p> <p>Telephone No.:</p> <p>Date:</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</p>

## 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 follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full, 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 Feder identifying number available for the Federal Action identified in item 1 (e.g. Requests for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been as award or loan commitment by the Federal agency, enter the Federal amount of the award/loam 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 engage by the reporting entity identified in item 4 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