



July 3, 2026

**Addendum No. 1 to
Request for Proposals
Monterey Bay Area Regional Climate Project Working Group (RCPWG)
Management Consultant**

Dear Prospective Bidder:

Questions for this RFP were received by the July20, 2026 deadline. Please see the Questions and Responses document.

This letter is Addendum No. 1 to the Request for Proposals for the Monterey Bay Area Regional Climate Project Working Group (RCPWG) Management Consultant. Where text is revised, deleted text is shown in strike-through format; added text is underlined and italicized. The RFP is revised as follows:

Addendum Item	Reference	Change(s)
1.	RFP, terms & conditions, G. Contract Arrangements, pg. 12-13	The successful consultant is expected to utilize the AMBAG Agreement for Services which included as Attachment B. G1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation (USDOT) that minority and women owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

		G2. DBE Obligation: The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts. G13. 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. G24. 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:
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		• 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
2.	Draft Agreement for Services – RFP Attachment C, 2. Term, pg. 18-19	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 written acceptance by AMBAG unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks on or before June 30, 2027<u>8</u>, unless otherwise extended by written authorization. B. Services performed under this Contract shall commence only upon written Notice to Proceed by AMBAG to CONTRACTOR. This Contract includes the following Exhibits: Exhibit A. Project Tasks/Services, Timeline and Budget Exhibit B. Debarment and Suspension Certification Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification Exhibit D: Disadvantaged Business Enterprises (DBE) Information Form Exhibit <u>D</u>: Certifications
3.	Draft Agreement for Services – RFP Attachment C, 7. Invoicing, pg. 21	B. Prompt Payment to Subcontractor(s): A CONTRACTOR shall pay any Subcontractor(s) for satisfactorily completed work no later than (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.

4.	Draft Agreement for Services – RFP Attachment C, 9. Contract Completion Retainer, pg. 22	9. CONTRACT COMPLETION RETAINER CONTRACTOR is prohibited from holding retainage from Subcontractor(s). Any delay or postponement of payment may take place only for good cause and with AMBAG's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code, if applicable. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONTRACTOR in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor(s) performance, and/or noncompliance by Subcontractor(s). This clause applies to both DBE and non-DBE Subcontractor(s).
5.	Draft Agreement for Services – RFP Attachment C, 44. Disadvantaged Business Enterprise (DBE), pg. 38-39	44. DISADVANTAGED BUSINESS ENTERPRISE (DBE) A. The CONTRACTOR, subrecipient, or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or United States Department of Transportation (DOT) assisted contracts or in the administration of AMBAG's DBE Program. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as AMBAG deems appropriate, which may include but is not limited to: 1. Withholding monthly progress payments 2. Assessing sanctions 3. Liquidated damages 4. Disqualifying the contractor from future bidding as non-responsible B. The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request. C. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

		D. It is the policy of AMBAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT assisted contracts. The CONTRACTOR and its Subcontractor(s) shall comply with the requirements of 49 CFR Part 26 and with AMBAG's DBE Program, as amended. E. A "DBE Information Form" is attached hereto and incorporated herein by this reference as Exhibit D. Even if no DBE participation will be reported, the CONTRACTOR shall complete and sign such form at the time this Contract is executed F. During the period of this Contract, the CONTRACTOR shall maintain records of all applicable subcontracts advertised and entered into germane to this Contract, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subcontractor(s) or vendor, and the total dollar amount actually paid each DBE Subcontractor(s) or vendor. Upon completion of the Contract, regardless of whether DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by AMBAG.
6.	Draft Agreement for Services – RFP Attachment C, 45. Flow-down Provisions, pg. 40	45.44. FLOW-DOWN PROVISIONS Any subcontract entered into that exceeds \$10,000 as a result of this CONTRACT shall contain the following provisions of this Contract: Section 5 (Coordination/Staffing); Section 7 (Invoicing); Section 9 (Contract Completion Retainer); Section 10 (Satisfactory Performance); Section 12 (Ownership, Confidentiality, and Use of Work Products); Section 13 (Termination); Section 14 (Disputes); Section 18 (Retention of Records/Audits); Section 21 (Indemnification); Section 22 (Statement of Compliance); Section 23 (Federal Changes); Section 24 (Energy Conservation); Section 25 (No Obligation by the Federal Government); Section 26 (Program Fraud and False or Fraudulent Statements and Related Acts); Section 27 (Debarment and Suspension Certification); Section 28 (Contracts Involving Federal Privacy Act Requirements); Section 29 (Insurance/Notification); Section 30 (Conflict of Interest); Section 37 (Independent Contractor); Section 40 (Compliance with Laws, Rules, and Regulations); Section 41 (Federal and State Lobbying Activities Certification (43 CFR Part 18)); Section 42 (Certifications and Assurances); and Section 43 (Cost Principles and Administrative Requirements); Section 44 (Disadvantaged Business Enterprise (DBE)).

7.	Draft Agreement for Services – RFP Attachment C, 46. Interpretation, pg. 40	46.45. <u>45.</u> INTERPRETATION Notwithstanding the fact that one or more provisions of this Contract may have been drafted by one of the parties to this Contract, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.
8.	Draft Agreement for Services – RFP Attachment C, Exhibit D. Disadvantaged Business Enterprises (DBE) Information form, pg. 45	EXHIBIT D. DISADVANTAGED BUSINESS ENTERPRISES (DBE) INFORMATION FORM
9.	Draft Agreement for Services – RFP Attachment C, Exhibit E. Certifications, pg.46	EXHIBIT D <u>E</u> . CERTIFICATIONS

The remaining provisions of the RFP dated June 15, 2026 remain unchanged. In the event of a conflict between this addendum and the previous version(s), this addendum shall take precedence.

Any questions concerning this addendum to the RFP should be directed to Amaury Berteaud, Director of Sustainability Programs at aberteaud@ambag.org.

Prospective Bidder must acknowledge receipt of this addendum by signing below and returning this form with proposal.

<i>Except as expressly modified herein, all else remains as originally issued and in full force.</i>
Name of Prospective Bidder :
Prospective Bidder's Authorized Signature:
Title:
Date: