ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS

Association of Monterey Bay Area Governments

Request for Qualifications

for

Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) Project Database Updates

Contract period of January 2027 – September 2027

Issued: November 4, 2026

Questions Due: November 13, 2026

Deadline (received by AMBAG): December 4, 2026, by 5:00 p.m. PST

Submit all questions and proposals to:
Regina Valentine | AMBAG | 24580 Silver Cloud Court, Monterey, CA 93940|
rvalentine@ambag.org | fax 831.883.3755

Table of Contents

Introduction 2
Scope of Work, Budget, and Project Deliverables 2
Technical Requirements 3
Schedule 4
Proposal Submittal 5
Submittal Questions and Addenda 5
Notice of Award 5
Project Manager 6
Proposal Requirements 6
Evaluation and Selection Process 9
Contractual Information and Payment Schedule 10
Terms & Conditions 10
Incorporation of Attachments 14

Introduction

The Association of Monterey Bay Area Governments (AMBAG) was organized in 1968 for the purpose of regional collaboration and problem solving and was formed by a Joint Powers Authority (JPA). AMBAG serves as the federally designated Metropolitan Planning Organization (MPO) for Monterey, San Benito and Santa Cruz counties and the Council of Governments (COG) for the counties of Monterey and Santa Cruz.

AMBAG is a public agency funded through a combination of federal and state transportation funds, grants, and membership dues. Policy direction is provided by the Board of Directors which the Executive Director reports directly to and performs all duties necessary for the proper and efficient management of AMBAG, as determined by the Board and state and federal law. 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.

AMBAG is governed by a 24 member Board of Directors comprised by elected officials from each city and county within the region. Member jurisdictions include: the County of Monterey (including the cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad); the County of San Benito (including the cities of Hollister and San Juan Bautista); the County of Santa Cruz (including the cities of Capitola, Santa Cruz, Scotts Valley, and Watsonville).

Project Description

This project includes completing updates to an online Caddy Web Server transportation project database tracking system stored on AMBAG's server. The database will be used for planning support for both the Metropolitan Transportation Plan (MTP)/Sustainable Communities (SCS) and Metropolitan Transportation Improvement Plan (MTIP).

Scope of Work, Budget, and Project Deliverables

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

An estimated budget of $20,000 has been programmed into AMBAG's FY 2026-2027 Overall Work Program (OWP) for this project. Additional funding may be added to future fiscal years as needed.

Offers will be evaluated based upon best value, per our Evaluation and Selection Process. The cost proposal should include the total project.

The RFQ should include the following work tasks:

Current Data

Work with AMBAG to scrub all current data (approximately 9,000 records) in the existing database to remove test records, duplicates, and convert a subset of attributes.

Update User Functions

Allow users to:

- Include an "Operational Year" attribute for future record entries
- Specific for administrative users, display "Cross Streets" attribute dropdown list by county
- Adjust current PDF report formatting

Provide Help Desk Support

Provide response and quick turnaround technical support for MPO staff.

Technical Requirements

The consultant must provide substantive responses on how they would modify the existing database. If applicable, the consultant should list and describe documented project experience (including contact information for reference check), manage the contract work deliverables, provide, and manage qualified staff, as well as describe any additional tasks and deliverables they would deem appropriate to achieve the overall project goals and deliverables.

The existing online database technical specifics are as follows with the list of items needing inclusion for this RFQ:

Caddy Web Server — Product & Environment Overview

- Product: Caddy Web Server (open-source, Apache 2.0 licensed)
- Current Version: Caddy 2.x (2.11 release line)
- Host Platform: Windows Server (single production instance)
- Environment: Production, customer-facing

Product Overview — What Is Caddy?

Caddy is a modern, open-source web server written in Go, distributed under the Apache License 2.0. It is designed around automatic, zero-configuration HTTPS: Caddy provisions and renews TLS certificates for the sites it serves without manual certificate management.

Core Capabilities Relevant to This Environment

- Automatic HTTPS: Certificate issuance and renewal via DigiCert Inc, including for internal hostnames.
- Static File/Site Hosting: Production-grade static content serving with compression and range-request support.
- Configuration via the Caddyfile (a human-readable config format) or a native JSON API for dynamic/programmatic configuration changes.
- A modular, plugin-based architecture that allows additional capabilities to be compiled into a single binary.

Current Environment

The deployment in scope is described below:

- Host Operating System: Windows Server 2016
- Deployment Size: A single Caddy instance (not currently clustered or load-balanced across multiple nodes).
- Criticality: Production and customer-facing — downtime or misconfiguration has direct business impact.
- Functions in Active Use: Automatic HTTPS/TLS termination

Schedule

Task	Completion Date
Release RFQ	Wednesday, November 4, 2026
Questions Due	Friday, November 13, 2026
Post Responses to Questions	Tuesday, November 17, 2026
Issue Addendum (if applicable)	Thursday, November 19, 2026
Proposals Due	Friday, December 4, 2026; 5:00 PST
Evaluation Committee Completes Proposal Review	Wednesday, December 9, 2026
Short-Listed Candidates Notified	Friday, December 11, 2026
Proposers not on Short-List Notified	Friday, December 11, 2026
Oral Interviews for Short Listed Consultants (if applicable)	Wednesday, December 16, 2026

Consultant Selection and Notice of Intent	Monday, December 21, 2026
Candidates Not Recommended for Selection Notified	Monday, December 21, 2026
Notice of Intent to Protest Deadline	Wednesday, January 6, 2027
AMBAG Approval of Consultant	Friday, January 8, 2027
Negotiate & Execute Contract	Friday, January 15, 2027

Proposal Submittal

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

Digital: Send as a single PDF or PDF portfolio

Subject line in e-mail for submission: MTP/SCS Project Database Update RFQ

All submissions must be received by AMBAG on or before December 4, 2026, 5:00 p.m. Pacific Standard Time (PST). By submitting a proposal, the Proposer certifies that his or her name or the consultant firm's name, as well as the name of Proposer's subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

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

Submittal Questions and Addenda

All questions regarding this RFQ should be received no later than November 13, 2026, at 5:00 p.m. PST by e-mail to Regina Valentine at rvalentine@ambag.org or by fax to (831) 883-3755. Responses that require that an addendum be issued to the RFQ will be posted on the AMBAG website at www.ambag.org on or before November 19, 2026. It is the responsibility of proposers to check the AMBAG website to determine if any addenda have been issued. Any addenda to the RFQ will become part of the RFQ.

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

Notice of Award

Notification to prospective bidders identified as RFQ finalists (short-listed candidates) will occur on or before December 11, 2026. AMBAG may ask RFQ finalists to present oral briefings of their proposals at the oral interview. AMBAG also reserves the right to award the contract without oral

briefings or discussion, based upon the initial written proposals. Oral interviews will take place on December 16, 2026, between 9:00 a.m. to 5:00 p.m. via virtual meeting platform Zoom or other virtual meeting platform (if applicable). The final recommended consultant for AMBAG approval shall be informed by phone and confirmed in writing or in an email on or before December 21, 2026. Candidates not recommended for contract award shall be informed by December 21, 2026.

Project Manager

Regina Valentine, Senior Planner
Association of Monterey Bay Area Governments
24580 Silver Cloud Court, Monterey, CA 93940
Email | rvalentine@ambag.org
Office 831.883.3750; Fax 831.883.3755

Proposal Requirements

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

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

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

Proposals to the RFQ should include the following sections:

Executive Summary

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

Technical Approach

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

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

Management Approach

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

- A narrative Management Plan, which describes how the consultant's team will be organized and managed to ensure that the required work is of high quality and completed within the schedule and budget.
- A Project Delivery Schedule, which describes the work to be performed to complete the assessment. The schedule shall contain sufficient activities and milestones to adequately describe the services required to complete the assessment. The schedule should be in a bar chart format and should address the elements of the Scope of Work. AMBAG estimates the project to take 8 months to complete. All work must be completed by September 2027.
- A complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from AMBAG. (See RFQ Attachment B for the Subconsultant List template)

Experience of Firm and Personnel

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

1. Provide a brief description of consultant's involvement in similar project efforts. Include technical analysis experience on those projects as well as the following information for reference purposes:
    - Members of consultant team (by name)
    - Project description and services provided
    - Total project cost (see RFQ Attachment A for a template)
    - Total cost of services provided
    - Project start date and completion dates
    - Budget and schedule performance
    - Subconsultants involved
    - Name, telephone number, and address of the consultant's contact person

2. Provide a matrix that shows proposed team members (specific individuals by name) and the projects they will work on.

3. List all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring agency, contract number, name of contracting entity, and reason for termination.

Cost Estimate

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

Evaluation and Selection Process

A. Based upon the proposals and other appropriate evaluation factors, the top-ranked proposer(s) will be identified as RFQ finalists. Negotiations with the selected firm may cover scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort, and price.

B. Proposers will be evaluated on the following criteria according to the weights assigned below. Oral interviews will be worth 100 points. AMBAG reserves the right to add the proposers' interview scores into the evaluation criteria or to select proposers based solely upon their written proposal and/or oral interview.

C. All proposals must be completed and convey all of the information requested in order to be considered responsive. The proposals then will be evaluated on the basis of the criteria listed below. The total number of points used to score the proposals is 100.

D. Evaluation factors and point values will be as follows:

Criteria	**Description**	**Points**
Proposed method to accomplish the work	▪ Achieves the requirements and deliverables of the project ▪ Defines proposed approach to meet expectations.	**35**
Qualifications and Staffing	▪ Professional qualifications ▪ Relevant experience ▪ Unique qualification of key personnel	**20**
Project Experience	▪ Nature, quality, and relevance of recently completed projects	**20**
Cost or Best Value	▪ Ranking of comparative costs among proposed firms, providing the best value of services offered based on the cost estimate proposal	**25**
Total		**100**

The Evaluation Committee will review all submitted proposals. Proposers may be emailed and asked for further information, and if selected as RFQ finalists may be expected to appear for virtual interviews on December 16, 2026, between 9:00 a.m. and 5:00 p.m. PST (via Zoom or other virtual meeting platform). The Evaluation Committee will make recommendations to AMBAG's Executive Director on the basis of the proposal, oral interview, and reference check. Oral interviews will be conducted to evaluate the ability of both organizations to work together and assess the proposer's method to accomplish the task and will employ the same evaluation criteria as the written proposals. 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 selection.

Contractual Information and Payment Schedule

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

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

Terms & Conditions

A. Limitations

This request for qualifications (RFQ) 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 RFQ 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 RFQ at any time without prior notice. Further, AMBAG reserves the right to modify the RFQ schedule described above.

B. Award

AMBAG may ask RFQ 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 RFQ, or any contract resulting from this RFQ.

D. Pre-Contractual Expenses

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

- Preparing proposals in response to this RFQ
- 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 RFQ. 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 RFQ.

E. Signature

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by no later than January 15, 2027.

F. Conflict of Interest Statement

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

G. 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 RFQ.

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/.

H. Alternative Protest Process

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

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

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

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

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

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

I. 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 RFQ. 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 RFQ 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 RFQ for such protests.

Requirements protests must be mailed or delivered to:

AMBAG Executive Committee
24580 Silver Cloud Court
Monterey, CA 93940

Incorporation of Attachments

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

☒ RFQ Attachment A –Cost Estimate Template
☒ RFQ Attachment B –Subconsultant List Template
☒ RFQ Attachment C– Draft Agreement for Services
☒ RFQ Attachment D– Exhibit 9-L Bidder's/Proposer's List

COST ESTIMATE TEMPLATE – RFQ ATTACHMENT A

Project: _____

Consultant: _____

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

						Combined Overhead (%) +		
		Hours	Actual Rate/Hr	Loaded* Rate/Hr	Labor Amount	Total	Date Due	
Task 1: Description								
Name	Classification		$0.00	$0.00	$0.00	$0.00	mm/dd/yy	
Name	Classification		$0.00	$0.00	$0.00	$0.00		
Name	Classification		$0.00	$0.00	$0.00	$0.00		
						$0.00		
Task 2: Description								
Name	Classification		$0.00	$0.00	$0.00	$0.00	mm/dd/yy	
Name	Classification		$0.00	$0.00	$0.00	$0.00		
Name	Classification		$0.00	$0.00	$0.00	$0.00		
						$0.00		
Task 3: Description								
Name	Classification		$0.00	$0.00	$0.00	$0.00	mm/dd/yy	
Name	Classification		$0.00	$0.00	$0.00	$0.00		

Name	Classification	$0.00	$0.00	$0.00	$0.00	
					$0.00	
Task 4: Description						
Name	Classification	$0.00	$0.00	$0.00	$0.00	mm/dd /yy
Name	Classification	$0.00	$0.00	$0.00	$0.00	
Name	Classification	$0.00	$0.00	$0.00	$0.00	
					$0.00	
Task 5: Description						
Name	Classification	$0.00	$0.00	$0.00	$0.00	mm/dd /yy
Name	Classification	$0.00	$0.00	$0.00	$0.00	
Name	Classification	$0.00	$0.00	$0.00	$0.00	
					$0.00	
Task 6: Description						
Name	Classification	$0.00	$0.00	$0.00	$0.00	mm/dd /yy
Name	Classification	$0.00	$0.00	$0.00	$0.00	
Name	Classification	$0.00	$0.00	$0.00	$0.00	
					$0.00	
Other Direct Costs						
Item 1	Classification	$0.00	$0.00	$0.00	$0.00	mm/dd /yy
Item 2	Classification	$0.00	$0.00	$0.00	$0.00	
					$0.00	

Total Hours:		Total Cost:	$0.00

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

Name and Title of Authorized Representative (typed) **DateSignature of Authorized Representative Date**

SUBCONSULTANT LIST TEMPLATE – RFQ ATTACHMENT B

PROPOSED SUBCONSULTANTS

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

Name of Firm

Printed name and Title of Signatory

Signature Date

THIS AGREEMENT is made and entered into this xx day of January 2027, by and between the **Association of Monterey Bay Area Governments,** hereinafter called **"AMBAG,"** and the **xxx**, hereinafter called **"CONTRACTOR".**

WITNESSETH

WHEREAS, as the Metropolitan Planning Organization (MPO) for Monterey, Santa Cruz and San Benito Counties, AMBAG is modifying an existing database for planning support for both the Metropolitan Transportation Plan (MTP)/Sustainable Communities (SCS) and Metropolitan Transportation Improvement Plan (MTIP); and

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

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

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF WORK.

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

2. TERM.

   A. The term of this Contract shall be from the date of its execution until the completion of the work contemplated by this Contract and its final acceptance by AMBAG unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before September 30, 2027,** 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: Certifications

3. SCHEDULE OF PERFORMANCE.

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

4. CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and written notification to proceed has been provided by AMBAG.

5. COORDINATION/STAFFING

A. CONTRACTOR shall assign **xxx xxxx, as Project Manager** to personally participate in said project. AMBAG also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Contract shall be subcontracted, except as provided herein, without the prior, written authorization of the AMBAG.

B. Services described in the Scope of Work shall be performed by Contractor's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," Exhibit A, attached hereto and incorporated by this reference.

6. COMPENSATION

A. AMBAG shall pay CONTRACTOR for services in the Project Tasks/Services as shown in Exhibit A. The proposed costs are subject to budget approval by the AMBAG Board of Directors. In no event shall compensation including any and all costs and expenses as described in Exhibit A exceed TWENTY THOUSAND ($20,000) without prior written consent of AMBAG.

B. Additional tasks may be added to the scope of work/contract pending additional funding, and if mutually agreed to by AMBAG and the Consultant. If additional tasks and funding are included after the execution of this agreement, the Consultant will provide an additional Cost Proposal covering those additional tasks and costs. Up to $50,000 of additional tasks and costs may be included in this agreement through this process.

C. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTORs Cost Proposal dated **xxxx**, for all work performed included in the Project Tasks/Services. CONTRACTOR will also be reimbursed for any additional

hours worked at the hourly rates specified in additional Cost Proposals implemented though the process specified in paragraph 6 subparagraph B above. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this contract.

D. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than personnel costs that are in the Cost Proposal dated **xxx**, and identified in the Cost Proposal and in the executed contract, and any additional Cost Proposals implemented though the process specified in paragraph 6 subparagraph B above.

E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal(s).

F. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit. Invoices shall be submitted monthly or quarterly for work for which the CONTRACTOR is billing. Monthly or quarterly payment arrangements may be made at the discretion of AMBAG in consultation with the consultant. Invoices shall detail the work performed on each task/milestone. Invoices shall follow the format stipulated for the approved cost estimate and shall reference this contract number and project title.

G. CONTRACTOR shall not commence performance of work or services until this contract has been approved by AMBAG and written notification to proceed has been issued by AMBAG. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

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

7. <u>INVOICING</u>

A. Invoices for services must be presented to AMBAG no later than the tenth day of each month or quarter for the month or quarter prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly or quarterly basis throughout the duration of the project. Said monthly or quarterly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Contract. Payment of the invoices will be made to CONTRACTOR after acceptance of work product and approval by AMBAG.

B. Prompt Payment to Subcontractor(s): A CONTRACTOR shall pay any Subcontractor(s) for satisfactorily completed work no later than ten (10) days of receipt of each payment from AMBAG. The ten (10) day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with AMBAG's prior written approval. This requirement shall not be construed to limit or impair any contractual,

administrative, or judicial remedies otherwise available to the CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor performance, and/or noncompliance by a Subcontractor.

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

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

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

8. FUNDING REQUIREMENTS

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only, if sufficient funds are made available to AMBAG for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or AMBAG governing board that may affect the provisions, terms, or funding of this contract in any manner.

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

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

9. CONTRACT COMPLETION RETAINER

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

10. SATISFACTORY PERFORMANCE

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

11. COVENANT AGAINST CONTINGENT FEES

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

12. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents, which are developed, compiled, or produced as a result of this Contract, whether or not completed, shall vest with AMBAG. AMBAG reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the data.

B. AMBAG shall receive copyright and ownership to all data and materials delivered under this contract upon formal acceptance, except for those data and materials that are subject to ownership or copyright of others prior to the execution of this contract. No distribution of the original or derived works shall be made prior to acceptance by AMBAG unless specified in the task order or authorized by the contracting officer. The

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

C. Methodology and materials developed under this Contract are the property of AMBAG and may be used by AMBAG as it sees fit, including the right to revise or publish the same without limitation. CONTRACTOR shall not be liable for use of such methodology, materials, software logic, and systems for purposes other than that for which it is developed.

D. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by CONTRACTOR. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential.

E. The CONTRACTOR shall not use, release, reproduce, distribute, publish, adapt for future use, or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of AMBAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. CONTRACTOR shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the CONTRACTOR treats its confidential information, but in no case less than reasonable care.

F. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Contract, are the property of AMBAG. AMBAG shall determine the disposition of all such property upon completion or termination of this Contract.

G. AMBAG may utilize any Work Products or Related Work Materials provided by CONTRACTOR pursuant to this Contract, in any manner which AMBAG deems appropriate without additional compensation to CONTRACTOR.

13. TERMINATION

A. Termination of Convenience of AMBAG

AMBAG may terminate this Contract at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in this Contract, at the option of AMBAG, become AMBAG's property. If this Contract is terminated by AMBAG, as provided herein, AMBAG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory and a benefit to AMBAG, in accordance with the cost provisions of this Contract.

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates any of the

covenants, terms, or stipulations of this Contract, AMBAG shall thereupon have the right to terminate the Contract by giving not less than ten (10) calendar days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the CONTRACTOR under this Contract shall, at the option of AMBAG, become AMBAG's property.

14. DISPUTES

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

15. AMENDMENT OF SCOPE OF WORK

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

16. CORRECTION OF WORK

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

17. DELAYS AND EXTENSIONS

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

18. RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractor, and AMBAG shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until AMBAG, Caltrans, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The State of California, Office of the State Controller, California Department of Transportation (Caltrans), FHWA, or any duly authorized representative of the Federal or State Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

19. SUBCONTRACTING

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

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

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without prior written authorization by AMBAG, except that, which is expressly identified in the contract.

20. ASSIGNMENT

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

21. INDEMNIFICATION

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

22. STATEMENT OF COMPLIANCE

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

regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

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

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

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

The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The CONTRACTOR, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractor(s), including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

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

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

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

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

4. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23. FEDERAL CHANGES

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

24. ENERGY CONSERVATION

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

25. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

27. DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official

misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to AMBAG.

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

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

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

28. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

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

B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

29. INSURANCE/NOTIFICATION

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

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

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

CONTRACTOR shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregates.

B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than $1,000,000/claim.

E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with AMBAG within fifteen (15) days of execution of this Contract and prior to engaging any operation or activities set forth in this Contract. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.

F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.

G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming AMBAG, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by AMBAG and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance AMBAG.

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

30. CONFLICT OF INTEREST

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

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

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

CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

31. STATEMENT OF ECONOMIC INTEREST

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

32. MERGER

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

33. DEFAULT

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

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

34. NO WAIVER OF BREACH/TIME

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

35. THIRD PARTY BENEFICIARIES

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

36. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

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

37. INDEPENDENT CONTRACTOR

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

38. TAXES

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

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

39. FEDERAL TAX FORMS

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

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

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

40. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

A. CONTRACTOR shall study and comply with all applicable federal, state, and local laws, rules, and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to AMBAG that CONTRACTOR has and will keep in effect during the term of this Contract all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.

B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to AMBAG for inspection.

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

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

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

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

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

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

42. CERTIFICATIONS AND ASSURANCES

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

   1. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794; and

   2. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).

B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance

with 49 U.S.C. Chapter 53; published annually in AMBAG's OWP. Such assurances shall apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:

1. Standard Assurances
2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
3. Drug Free Work Place Agreement
4. Intergovernmental Review Assurance
5. Nondiscrimination Assurance
6. Nondiscrimination on the Basis of Disability
7. Certification and Assurances required by the U.S. Office of Management and Budget

C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its contracts with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

43. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to AMBAG.

44. 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).

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 be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

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

AMBAG:

Signature:_____

Name: Maura F. Twomey

Title: Executive Director

Association of Monterey Bay Area Governments (AMBAG)

Signature:_____

Name: Brian McCarthy

Title: Board President

Association of Monterey Bay Area Governments (AMBAG)

CONTRACTOR:

Signature:_____

Name: _____

Title: _____

Firm: _____

APPROVED TO AS TO FORM:

By:_____

Alex Lorca, AMBAG Legal Counsel

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

EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

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

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and

   d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.

2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to AMBAG.

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

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

The certification in this clause is a material representation of fact relied upon by AMBAG. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to AMBAG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____

Name of Firm

_____

Signature (original signature required)

_____

Date

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

EXHIBIT D. CERTIFICATIONS

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attached code for the complete statutory language.

Current members of the AMBAG Board of Directors are attached.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any AMBAG Director(s) in the 12 months preceding the date of the issuance of this request for 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 AMBAG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

_____ _____

DATE (SIGNATURE OF AUTHORIZED OFFICIAL)

_____

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

_____

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars ($250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other

entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars ($250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars ($250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

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

AMBAG Board of Directors

Agency	Representative	Agency	Representative
Capitola	Susan Westman	Soledad	Fernando Ansaldo Sanchez
Carmel-by-the-Sea	Hans Buder		
Del Rey Oaks	John Uy	Watsonville	Eduardo Montesino
Gonzales	Scott Funk	County of Monterey	Kate Daniels
Greenfield	Robert White	County of Monterey	Glenn Church
Hollister	Rudy Picha	County of Santa Cruz	Felipe Hernandez
King City	Oscar Avalos		Manu Koenig
Marina	Brian McCarthy	County of Santa Cruz	Angela Curro
Monterey	Jean Rasch		Mindy Sotelo
Pacific Grove	Lori McDonnell	County of San Benito	
Salinas	Margaret D'Arrigo		
San Juan Bautista	Jose Aranda	County of San Benito	
Sand City	Mary Ann Carbone		
Santa Cruz	Scott Newsome		
Scotts Valley	Derek Timm	**Ex-Officio Members:**	
Seaside	Alex Miller	Caltrans District 5	
		MBARD	
		CCCE	
		MPAD	
		MST	
		SBtCOG	
		SCCRTC	
		SC METRO	
		TAMC	

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

<table>
<tr><td>1. Type of Federal Action:
a. contract
____ b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance</td><td colspan="2">2. Status of Federal Action:
a. bid/offer/application
_____ b. initial award
c. post-award</td><td>3. Report Type:
a. initial filing
_____ b. material change

For material change only:
Year _____ quarter _____
Date of last report_____</td></tr>
<tr><td colspan="2">4. Name and Address of Reporting Entity:
____ Prime _____ Subawardee
Tier_____, if Known:

Congressional District, if known:</td><td colspan="2">5. If Reporting Entity in No. 4 is Subawardee,
Enter Name and Address of Prime:

Congressional District, if known:</td></tr>
<tr><td colspan="2">6. Federal Department/Agency:</td><td colspan="2">7. Federal Program Name/Description:

CFDA Number, if applicable: _____</td></tr>
<tr><td colspan="2">8. Federal Action Number, if known:</td><td colspan="2">9. Award Amount, if known:
$</td></tr>
<tr><td colspan="2">10. a. Name and Address of Lobbying Registrant
(if individual, last name, first name, MI):</td><td colspan="2">b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI):</td></tr>
<tr><td colspan="2">11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the</td><td colspan="2">Signature:
_____

Print Name:
_____

Title:
_____</td></tr>
</table>

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.	**Telephone No.: _____ Date: _____**
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request For Qualifications (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the

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

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

EXHIBIT 9-L BIDDER'S/PROPOSER'S LIST – RFQ ATTACHMENT D

Exhibit 9-L: Bidder's/Proposer's List

The bidder/proposer must list all subcontractors, subconsultants, truckers, or suppliers (both DBE and non-DBE) in accordance with 49 CFR 26.11, who provided a quote or proposal to the project regardless of whether the firm was selected to participate. None of the information requested on this form is material to determine a bidder's/proposer's responsiveness.

General Project Information

Local Public Agency Name	**Federal Project Number**
Project Name– Description or Location	
Contract Type (Mark all that apply)	
☐ **A&E Contract** ☐ **Non-A&E Contract** ☐ **On-Call** ☐ **Construction**	

Prime Contractor/Prime Consultant Information

Prime Contractor/Prime Consultant Name			**Year Firm Established**	**DBE / Non-DBE**	**DBE Cert. Number**	**Applicable NAICS Code for Scope of Work**	**Firm's Annual Gross Receipts**
				☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
Address							
City	*State*	*Zip Code*					

Subcontractor/Subconsultant Information

	Subcontractor/Subconsultant Name			**Year Firm Established**	**DBE / Non-DBE**	**DBE Cert. Number**	**Applicable NAICS Code for Scope of Work**	**Firm's Annual Gross Receipts**
1					☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
	Address							
	City	*State*	*Zip Code*					
	Subcontractor/Subconsultant Name			**Year Firm Established**	**DBE / Non-DBE**	**DBE Cert. Number**	**Applicable NAICS Code for Scope of Work**	**Firm's Annual Gross Receipts**
2					☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
	Address							
	City	*State*	*Zip Code*					

	Subcontractor/Subconsultant Name	Year Firm Established	DBE / Non-DBE	DBE Cert. Number	Applicable NAICS Code for Scope of Work	Firm's Annual Gross Receipts
3	Address City / State / Zip Code		☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
4	Subcontractor/Subconsultant Name	Year Firm Established	DBE / Non-DBE	DBE Cert. Number	Applicable NAICS Code for Scope of Work	Firm's Annual Gross Receipts
	Address City / State / Zip Code		☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
5	Subcontractor/Subconsultant Name	Year Firm Established	DBE / Non-DBE	DBE Cert. Number	Applicable NAICS Code for Scope of Work	Firm's Annual Gross Receipts
	Address City / State / Zip Code		☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
6	Subcontractor/Subconsultant Name	Year Firm Established	DBE / Non-DBE	DBE Cert. Number	Applicable NAICS Code for Scope of Work	Firm's Annual Gross Receipts
	Address City / State / Zip Code		☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
7	Subcontractor/Subconsultant Name	Year Firm Established	DBE / Non-DBE	DBE Cert. Number	Applicable NAICS Code for Scope of Work	Firm's Annual Gross Receipts
	Address City / State / Zip Code		☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million

	Subcontractor/Subconsultant Name			Year Firm Established	DBE / Non-DBE	DBE Cert. Number	Applicable NAICS Code for Scope of Work	Firm's Annual Gross Receipts
8					☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
	Address							
	City	*State*	*Zip Code*					
	Subcontractor/Subconsultant Name			**Year Firm Established**	**DBE / Non-DBE**	**DBE Cert. Number**	**Applicable NAICS Code for Scope of Work**	**Firm's Annual Gross Receipts**
9					☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
	Address							
	City	*State*	*Zip Code*					
	Subcontractor/Subconsultant Name			**Year Firm Established**	**DBE / Non-DBE**	**DBE Cert. Number**	**Applicable NAICS Code for Scope of Work**	**Firm's Annual Gross Receipts**
10					☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
	Address							
	City	*State*	*Zip Code*					
	Subcontractor/Subconsultant Name			**Year Firm Established**	**DBE / Non-DBE**	**DBE Cert. Number**	**Applicable NAICS Code for Scope of Work**	**Firm's Annual Gross Receipts**
11					☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
	Address							
	City	*State*	*Zip Code*					
	Subcontractor/Subconsultant Name			**Year Firm Established**	**DBE / Non-DBE**	**DBE Cert. Number**	**Applicable NAICS Code for Scope of Work**	**Firm's Annual Gross Receipts**
12					☐ DBE ☐ Non-DBE			☐ < $1 Million ☐ $1- $3 Million ☐ $3 - $6 Million ☐ $6 - $10 Million ☐ > $10 Million
	Address							
	City	*State*	*Zip Code*					

INSTRUCTIONS:

Bidder/Proposer is to complete each section in the form beginning with the General Project Information:

- Local Agency Name
- Federal Project Identification
- Project Title or Location

Select the contract type, A&E, Non-A&E, On-call, or Construction Contract. More than one checkbox may apply for consultant contracts (i.e., A&E On-call).

Complete the Prime Contractor/Prime Consultant Information fields fully and legibly:

- Firm name
- Firm address - including required ZIP code
- Firm's status as a DBE or non-DBE
- NAICS code, if applicable (**NAICS Code List**)
- Age of the firm
- Annual gross Receipts

Complete the Subcontractor/Subconsultant information fully and legibly for each subcontractor/subconsultant bid/proposal received:

- Firm name
- Firm address - including required ZIP code
- Firm's status as a DBE or non-DBE
- NAICS code, if applicable (**NAICS Code List**)
- Age of the firm
- Annual gross Receipts

LPAs are required to collect the completed LAPM Exhibit 9-L from each bidder/proposer from their project advertisement and submit to their DLAE within sixty (60) days following contract award, pursuant to 49 CFR 26.11.