

NOTICE
SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)
REQUEST FOR PROPOSALS

CONTRACT NUMBER(S): 5001021

RFP SUMMARY

Service Requested:	2009 Onboard Transit Passenger Survey
Contract Type:	Project Specific (Task Orders)
Number of Contracts:	One
Amount:	Up to \$360,000
Duration:	One-year contract
Payment Method:	Fixed fees for specified deliverables
Deadline for Questions Regarding this RFP:	August 25, 2008

RFPs DUE:
4:00 p.m.
September 3, 2008



401 B Street, Suite 800 • San Diego, CA 92101-4231 • (619) 699-1900

REQUEST FOR PROPOSALS FOR

2009 ONBOARD TRANSIT PASSENGER SURVEY

I. INTRODUCTION

Thank you for your interest in contracting opportunities with SANDAG. The San Diego Association of Governments (SANDAG) is seeking proposals from qualified firms for professional services to conduct onboard surveys of transit passenger throughout the San Diego region. This Request for Proposals (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

II. BACKGROUND

SANDAG is a legislatively created regional government agency that serves as a technical and informational resource for the area's 18 incorporated cities and the county government, who collectively are the "Association of Governments." Through this association, local governments work together to solve current problems and plan for the future. SANDAG builds consensus, makes strategic plans, obtains and allocates resources, and provides information on a broad range of topics pertinent to the San Diego region's quality of life.

SANDAG is governed by a board of directors composed of mayors, councilmembers, and two county supervisors representing the region's 19 local governments. Current members include all the incorporated cities in the region—Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, and Vista—and the County of San Diego.

Supplementing the voting members are advisory representatives from Imperial County, the California Department of Transportation (Caltrans), Metropolitan Transit System (MTS), North County Transit District (NCTD), U.S. Department of Defense, San Diego Unified Port District, San Diego County Water Authority, Tribal Governments, and Baja California, Mexico.

SANDAG conducts regional planning on matters such as growth management, transportation, environmental management, housing, open space, air quality, energy, fiscal management, economic development, and criminal justice. In addition, SANDAG is authorized to operate the FasTrak managed lane system on Interstate 15 and collect a half-cent transaction and use tax in San Diego County that is used to construct highway, transit, and other types of transportation projects.

III. PROJECT SUMMARY

A. Project Background

The 2009 Onboard Transit Passenger Survey will gather origin/destination, trip behavior, and demographic data on all fixed bus and rail routes in San Diego County. A consultant will be hired to collect and validate the data. SANDAG has historically conducted onboard passenger surveys every five to six years. This survey comes shortly after both MTS and NCTD have made significant changes to their transit systems.

B. Brief Project Description

The consultant will provide a sampling plan that will include a strategy for surveying a representative sample of trips on each of the fixed bus and rail routes (approximately 150 routes) operating in the San Diego region. The consultant will propose a data management process that will track survey data from the transit vehicle through questionnaire editing, geocoding (to be performed by SANDAG), and lastly through quality control processes where final usability tests are conducted. The consultant will hire, train, and schedule all personnel needed to conduct the surveys, edit survey forms, and perform quality control tests. Depending on response rates and data quality, it may be necessary to resurvey portions of a route to achieve the appropriate sample size and respondent distribution. Additionally, a route will be deemed complete when at least 75 percent of the surveys have complete answers to both origin and destination questions, and 75 percent of the surveys have complete answers to both boarding and alighting questions.

Surveys will be conducted only on weekdays during the spring and fall months of 2009. Survey procedures will be developed in late 2008 and a pre-test conducted in early 2009. In FY 2007 there were 7,977 one-way trips operated on a typical weekday, over 6,757 revenue service hours, carrying 328,452 boarding passengers. Weekday ridership varies greatly between routes and types of service. Ridership on bus routes can vary from 30 to 40 weekday passengers to nearly 12,000. COASTER commuter rail service has a little over 6,000 boardings on a typical weekday and light rail ridership goes from around 7,000 on the SPRINTER to 63,000 on the Blue Line trolley service. Please refer to RFP Attachment 11, "FY 07 Ridership Profile," for more information about routes.

C. Fee Estimate

The estimated range of the fee for the completion of the project is up to \$360,000. This project is included in the annual Overall Work Program and Program Budget.

The proposer is required to submit a cost proposal itemized with such items as shown in RFP Attachment 10-1 for Task Order 1 supported by RFP Attachment 10-2 specific fixed hourly rate for each employee working directly on the contract work.

D. Duration of Agreement

The proposer who is awarded the contract for this Project will be authorized to perform work pursuant to individually negotiated task orders issued in accordance with the terms of SANDAG's Standard Services Agreement – RFP Attachment 3. The duration of the contract awarded is expected to be one (1) year.

E. Payment

The selected consultant will be paid by the following method: fixed fees based upon deliverables or portion of work completed. Payment for Task Order 1 will be on a fixed-price basis, based on the selected proposal's cost estimate for the deliverables and milestones specified in the Scope of Work. For any Task Orders that may be issued subsequent to Task Order 1, the parties will negotiate the amount of payment due based on an established Payment and Fee Schedule.

IV. SCOPE OF REQUIRED SERVICES

A. Project Description

A detailed Scope of Work is included in RFP Attachment 2.

B. Project Schedule

A detailed project schedule is included in RFP Attachment 2.

V. SPECIAL CONSIDERATIONS

Pre-Award Audit

This project will be funded in whole or in part with state or federal funds and the amount of the contract with possible amendments is likely to exceed \$250,000. Therefore, the proposer selected for contract negotiations will be subject to a pre-award audit by Caltrans that must be successfully completed before contract documents are signed and the proposer is issued a Notice to Proceed. During the pre-award audit, Caltrans will examine the proposer's accounting, administrative, and estimating systems; proposed costs; quantities; and financial condition. The audit will be broad in scope and could be time-consuming. A copy of the Caltrans Accounting and Auditing Guidelines is available on the Caltrans Web site at <http://www.dot.ca.gov/hq/LocalPrograms/lpp/LPP00-05.pdf>. Amendments to a contract which exceeds \$250,000 will be subject to the audit requirement. Also, any amendment that causes a contract that did not originally exceed \$250,000 to go over the \$250,000 threshold will be subject to audit.

VI. GENERAL PROPOSAL REQUIREMENTS

A. General

1. The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the project. The proposal shall be limited to **40 double-sided pages** (8.5 inches x 11 inches), inclusive of graphics, pictures, and photographs. Excluded from the page count are dividers, front and back covers, cover letter, letters of commitment from subconsultants or DBE documentation. Resume for each key personnel should be limited to two (2) pages. Type size (minimum 10 point) and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing and should result in no more than five hundred (500) words per page.
2. The written proposal must include a discussion of the proposer's approach to the project, a breakdown and explanation of project tasks, a proposed project schedule, an estimate of costs and documentation of the firm and consultant's qualifications for the scope of work. **All cost and pricing data, including documents showing indirect costs and direct labor rates, must be placed in a separate envelope.**
3. The proposer will be evaluated based upon the information submitted in accordance with Proposal Content Requirements in Section [VII], Evaluation Criteria in Section [XI], and compliance with all requirements of this RFP.

VII. PROPOSAL CONTENT REQUIREMENTS

A. Contents

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. *Executive Summary*

Include a 1- to 2-page overview of the entire proposal describing the most important elements of the proposal.

2. *Identification of the Proposer and Establishment of Proposer's Fiscal Responsibility*

Please provide the following information:

- a. Legal name and address of proposer's company.
- b. Number of years proposer's company has been in business.
- c. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all

information required within this section for each member. If a corporation, certify that the corporation is in good standing with the Secretary of State.

- d. If company is wholly-owned subsidiary of a "parent company," provide the legal name and form of the parent company.
- e. Tax Identification Number
- f. Address(es) of office(s) that will work on this project.
- g. If DBE certified, identify certifying agency, as well as gender and ethnicity.
- h. Name, title, address, e-mail address, and telephone number of the person to contact concerning the proposal.
- i. State whether the proposer has filed bankruptcy in the last ten (10) years and provide any other relevant information concerning whether the proposer is financially capable of completing this project.

3. *Experience and Technical Competence*

Describe the proposer's experience in completing similar survey efforts. List three (3) successfully completed projects of a similar nature. For each completed project, provide the **name of the company and Project Manager the proposer performed work for, telephone numbers, email addresses, type of work performed, and dollar value of the contracts**. A project currently being performed may be submitted for consideration as one of the references.

4. *Proposed Method to Accomplish the Work*

Describe the proposer's technical and management approach to the project and how the proposer will plan for and accommodate each into the project effort. Provide a proposed project schedule. Discuss how and what lines of communication will be implemented to maintain the project schedule and steps that will be taken to minimize the possibility of non-adherence. Describe proposer's methodology, including the sampling plan and scheduling, the data management plan, and the quality control commitment and ability to deliver clean, reliable data. Describe any other steps that will be taken to minimize and correct data problems before delivery to SANDAG.

5. *Knowledge and Understanding of Transit Environment, Local Agencies, and Surveyor-Public Intercept Surveys*

Describe the proposer's experience working in the transit environment and working with local public agencies. Describe the proposed local presence for interfacing with SANDAG's Project Manager, staff, and local transit operators. Describe proposer's experience in employing surveyors to interact with the public including any problems you have encountered with surveyors and what methods you used to overcome those problems.

6. *Project Organization and Key Personnel*

- a. Describe proposed project organization, including identification and responsibilities of key personnel. Indicate role and responsibility of prime consultants and all subconsultants, including DBE subconsultants. If applicable, indicate how local firms are being utilized to ensure a strong understanding of state and local laws, ordinances, regulations, policies, requirements, and permitting. Indicate the extent of the commitment of key personnel for the duration of the project and furnish resumes of key personnel. Provide an indication of the staffing level for the project. SANDAG's evaluation of the proposal will consider the proposer's entire team; therefore, no changes in the team composition will be allowed without prior written approval of SANDAG. **Subconsultant letters of commitment are required and must be submitted with the proposal.**
- b. Describe the experience of the proposer's project team in detail, including the team's Project Manager, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, include the client's name and telephone number. It is SANDAG's policy to interview proposers' references as well as references identified by SANDAG.
- c. Because of the operational nature of this project, describe the methods proposer will implement to cross-train employees so that multiple persons are capable of each required duty for the survey program. This will ensure continuity and schedule adherence unexpected personnel changes occur.

7. *Previous Contracts with SANDAG*

The proposer shall submit a list which indicates all prime contracts and/or amendments awarded to the proposer by SANDAG for the last three (3) years. The list shall include a short description of the project, the project scope of work, award date, completion date, name of SANDAG's assigned Project Manager, and contract value.

8. *Exceptions to this Request for Proposals*

The proposer shall certify whether it takes no exception(s) to this RFP, including but not limited to SANDAG's Standard Services Agreement – RFP Attachment 3. If the proposer does take exception(s) to any portion of the RFP or contract, the specific portion to which exception(s) is taken must be identified and explained. Failure to make exceptions to the RFP or contract within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

9. *Addenda to this Request for Proposals*

The proposer shall confirm in its proposal the receipt of all addenda issued to this RFP.

10. *Required Certifications*

See RFP Attachment 1, Required Submittals.

As part of the proposal package, proposers must submit the signed certifications.

11. *Notice of Potential for Conflicts of Interest*

SANDAG has established a policy concerning potential conflict of interest in program management, design, and construction. This policy applies to all proposers and their proposed consultants/subconsultants. See Standard Services Agreement – RFP Attachment 3 for additional information and required certifications by consultants and their subconsultants.

All SANDAG procurements must be conducted within ethical standards approved by the SANDAG Board of Directors. These standards can be found in SANDAG Board Policy Nos. 4 and 16 at www.sandag.org/legal. In addition, for all purchases for SANDAG, any practices which might result in unlawful activity are prohibited including but not limited to rebates, kickbacks, or other unlawful considerations. SANDAG staff is specifically prohibited from participating in the selection process when those staff members have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract.

Staff is also prohibited from soliciting or accepting gratuities from vendors or from representatives of any organization which provides, or is desirous of providing, services, material or equipment to SANDAG. SANDAG's officers, employees, agents, and Board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. This prohibition applies to any gift, gratuity, favor, entertainment, or loan, and includes such items as liquor, lodging, travel, food, and tickets to public functions such as sports events, theater, etc. If a proposer has any reason to believe a conflict of interest exists with regard to a particular procurement, he/she should notify the SANDAG Office of General Counsel immediately.

A consultant is eligible for award of service contracts by SANDAG so long as the contract in question does not create an actual, potential, or apparent conflict of interest. A prohibited organizational conflict of interest exists when a firm is or may be unable to render impartial, objective assistance or advice to SANDAG or where a firm would receive an unfair competitive advantage. Examples of situations that would create such a conflict of interest are listed in Section 7 of Board Policy No. 16. Proposers that have a conflict of interest due to performing work for SANDAG are ineligible to submit a proposal. A process for determining whether a proposer has a conflict is set forth in Section 7 of Board Policy No. 4. Ineligible firms include the prime consultant, its subconsultants and affiliates of

either. An affiliate is a firm that is subject to the control of the same persons through joint ownership or otherwise.

12. Detailed Cost Estimate (RFP Attachment 10-1, 10-2)

- a. Provide an estimate of the total direct and indirect costs to complete all tasks identified in the scope of work. Even if the method of payment to consultant will be fixed fee, a detailed cost breakdown shall be provided identifying: (1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead costs; (2) an estimate of all other direct costs, such as materials and reproduction costs; and (3) an estimate of subconsultant services, if needed. This information will be used to determine the reasonableness of proposers' estimates and for pre-award audit purposes when appropriate.
- b. All cost and pricing data, including documents showing indirect costs and direct labor rates, must be placed in a separate sealed envelope. Proposers must not include any information regarding their detailed cost estimates in the envelope containing their written proposal.

VIII. SUBMITTAL REQUIREMENTS

Seven (7) hardcopies and one copy on a disc as a pdf file of the proposal shall be submitted. Proposals submitted by facsimile or e-mail are not acceptable and will not be considered.

The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.

The proposal must be addressed to and received no later than 4 p.m., local time, on September 3, 2008, at the office of:

Janet Yeh, Contract Administrator
San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101

Postmarks will not be accepted in lieu of this requirement.

Proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package:

1. Name of proposer
2. Project title
3. Package Number (e.g., 1 of 8, 2 of 8)

4. One (1) original and six (6) copies of detailed cost estimate shall be submitted in a separate envelope. The name of the proposer, the project title, and the title "Cost Proposal" shall be clearly written on the sealed envelope.

Failure to comply with the requirements of the RFP may result in disqualification. SANDAG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. SANDAG reserves the right to disqualify a proposal detailed cost estimate with mathematical or clerical errors, inconsistencies, or missing information which prevent SANDAG from fully evaluating the proposal. SANDAG may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be interpreted in favor of SANDAG.

Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.

SANDAG reserves the right to waive inconsequential irregularities.

IX. PRE-SUBMITTAL ACTIVITIES

A. Questions Concerning Request for Proposals

All questions relating to the RFP must be received in writing via mail, facsimile, e-mail, or hand-delivery no later than 4 p.m. on August 25, 2008, addressed to:

Janet Yeh, Contract Administrator
San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Phone: 619-699-6952
Fax: 619-699-4889
E-mail: jye@sandag.org

A Web page will be developed, maintained, and devoted to this RFP. It can be accessed from www.sandag.org/contracts.

Responses to all questions received concerning this RFP will be posted on the Web page devoted to this project (shown above) on an ongoing basis. All responses and all timely questions received concerning this RFP will be posted at least three (3) days prior to the proposal due date or can be obtained by contacting the Contract Administrator. It is the responsibility of proposers to check the Web page for questions and responses related to this RFP.

B. Revision to the Request for Proposals

SANDAG reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be posted on the Web page devoted to this RFP at least one

full business day prior to the deadline for proposals. It is the responsibility of the proposer to check the Web site for any revisions related to this RFP.

X. SANDAG'S ANNUAL ANTICIPATED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION LEVEL AND DISCRIMINATION POLICY

- A. Bidders/Proposers are advised that, as required by federal law, SANDAG has established an overall Annual Anticipated DBE Participation Level (AADPL) and it is required to report on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated. The term 'Disadvantaged Business Enterprise' or 'DBE' means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). In this Section, the term 'bidder' also means 'proposer' or 'offerer.' The term 'Small Business' or 'SB' is as defined in 49 CFR 26.65.
- B. In the event of any conflicts or inconsistencies between the CFR and SANDAG's DBE Program with respect to DOT-assisted contracts, the CFR shall prevail.
- C. The DBE requirements related to this procurement are set forth in detail in the Standard Federal Provisions (Standard Services Agreement Exhibit E).
- D. DBEs and other small businesses are strongly encouraged to participate in the performance of agreements financed in whole or in part with federal funds (See 49CFR26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other SBs have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Bidders/Proposers also are encouraged to use services offered by financial institutions owned and controlled by DBEs.
- E. It is SANDAG's policy to provide disadvantaged, minority, and women-owned business enterprises, as defined in Part 26, Title 49 CFR, an equitable opportunity to participate in all contracting opportunities. SANDAG's Disadvantaged Business Enterprise Race-Neutral Implementation Agreement, which includes minority and women-owned business enterprises, is designed to administer contracts, consultant selection, and all related procurement activities without regard to race, color, religion, disability, political beliefs, age, national origin, gender, or cultural background. Accordingly, no firm or individual shall be denied the opportunity to compete for SANDAG contracts by reasons so stated or implied. A copy of SANDAG's Disadvantaged Business Enterprise Race-Neutral Implementation Agreement is available on SANDAG's Web site at www.sandag.org/notices.
- F. SANDAG requires all potential SANDAG consultants to comply with Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing

Act, as amended, and all other applicable discrimination laws. SANDAG will not tolerate illegal discrimination or harassment by its consultants.

- G. Submit a Subconsultant List – RFP Attachment 4, which lists all subconsultants for this project, scope of work, and approximate percentage of the work (as a percentage of the total award to the prime consultant).
- H. Submit a Bidders List – RFP Attachment 5. SANDAG is required by Regulations to create and maintain a “Bidders List” of firms for both the prime and subconsultants that are bidding, proposing, offering or quoting on SANDAG’s DOT-assisted contracts, for use in SANDAG’s establishment of an AADPL. Therefore, SANDAG will require all proposers (DBEs and non-DBEs) to provide the following information for all firms who submitted a bid, quote or offer/proposal, including firms/subconsultants who were contacted by the proposer but did not respond or declined to participate:
- Firm Name;
 - Firm Address;
 - Firm DBE Certification Status (if applicable)
 - Age of the Firm
 - Type of services provided by the firm; and
 - Range of annual gross receipts for the last year.
- I. SANDAG is participating as a Non-Certifying Member in the California Unified Certification Program (CUCP). Therefore, SANDAG will accept DBE certification from the certifying member agencies, which certify eligibility of DBEs in accordance with 49 CFR Part 26, under the CA CUCP. Listings of certifying member agencies is available in the Department of Transportation, Civil Rights, Business Enterprise Program Web site at:
- <http://www.dot.ca.gov/hq/bep>
- J. The CUCP database includes the DBEs certified from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number (1-866-810-6346) for assistance. Bidders/Proposers may call (916) 440-0539 for Web or download assistance.
- K. Information regarding SANDAG’s Disadvantaged Business Enterprise Race-Neutral Implementation Agreement is available on its Web site at www.sandag.org/notices. Additionally, interested parties may access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program Web site at <http://www.dot.ca.gov/hq/bep/>.
- L. If you do not have Internet access, you may contact SANDAG’s Contracts and Procurement group at (619) 699-1900. Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

- M. The DBE Information – Standard Services Agreement Exhibit C form shall be completed and executed by the successful consultant. The form shall be included in the Agreement documents. The purpose of the form is to collect data required under 49 CPR Part 26. Even if no DBE participation will be reported, the successful consultant must execute and return the form.

XI. CONSULTANT EVALUATION AND SELECTION PROCESS

- A. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with proposer(s) within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, SANDAG may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to SANDAG's right to reject any or all proposals, the proposer will be selected whose proposal is found to be most advantageous to SANDAG.
- B. Proposals will not be publicly opened. All detailed cost estimates ("cost proposals") and evaluations related to costs will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Evaluation Committee and SANDAG officials, employees and agents having a legitimate interest will be provided access to the cost proposals and cost evaluation results during this period.
- C. Proposals will be evaluated to determine the responsibility of proposers. Any proposals from proposers whom SANDAG finds not to be responsible and finds cannot be made to be responsible within timelines set by SANDAG may not be considered for the competitive range. Final determination of a proposer's responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by SANDAG, information submitted in a BAFO and information resulting from SANDAG's inquiry of proposer's references and its own knowledge of the proposer.
- D. Each proposal will be evaluated for responsiveness. The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that SANDAG finds not to meet these requirements, and may not be made to meet these requirements within timelines set by SANDAG, may be determined by SANDAG to not be considered for the competitive range. The requirements are as follows:
 - 1. Proposer is initially evaluated as responsible. Final determination of responsibility will be made with final evaluations. [Insert language from Special Provisions concerning responsibility requirements here if agreement could exceed \$5 million.]

2. Proposer has followed the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by SANDAG to be either a defect that SANDAG will waive or that the proposal can be sufficiently modified to meet these requirements.
 3. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.
- E. Proposers of any proposals that have been determined by SANDAG as not in the competitive range, and cannot be reasonably made to be within the competitive range, will be notified in writing that they were not shortlisted.
 - F. Proposers whose proposals are found by SANDAG to be within the competitive range, or may be reasonably made to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them. Each such proposer may be invited for a private interview(s) and discussions with SANDAG to discuss answers to written or oral questions, clarifications, and any facet of its proposal.
 - G. In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Agreement requirements, said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, SANDAG shall have the right to reject any and all such conditions and/or exceptions, and instruct the proposer to amend its proposal and remove said conditions and/or exceptions; and any proposer failing to do so may cause SANDAG to find such proposal to be outside the competitive range.
 - H. SANDAG reserves the right to conduct visits to proposers' facilities or to inspect the facilities for which proposer has supplied the same or similar equipment if appropriate.
 - I. After all interviews have been completed, each of the proposers in the competitive range will be afforded the opportunity to amend its proposal and make its BAFO. SANDAG will then choose that proposal which it finds to be most advantageous to SANDAG based upon the evaluation criteria. SANDAG reserves the right to make an award to a proposer whose proposal it judges to be most advantageous to SANDAG based upon the evaluation criteria, without conducting any written or oral discussions with any proposers or solicitation of any BAFOs.
 - J. SANDAG will establish one or more consultant evaluation committee(s) ("Committee(s)") for this project and will include representatives from SANDAG, and when deemed in SANDAG's best interest, representatives of its member agencies, the general public, or individuals with experience and expertise in the related discipline(s).
 - K. Based upon the written proposal, interview, and reference scores, and other appropriate evaluation factors, the Evaluation Committee(s) will rank the qualified finalists.

- L. The Committee(s) will recommend the top-ranked proposer to SANDAG's Executive Director and/or designee, and will request authority to enter into negotiations with one or more firms in the competitive range. The Executive Director and/or designee has final authority for selection. The proposer(s) selected for negotiations will be sent a Notice of Intent to Award or Notice of Intent to Negotiate. Proposers who are not selected for negotiations will be sent a Notice of Intent to Enter Negotiations With Another Proposer.
- M. Upon receipt of the Executive Director's and/or designee's authorization to negotiate, the Project Manager will establish a negotiating team and enter into negotiations with the firm(s) in the competitive range. The negotiations may cover: scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort, and price. If the negotiating team is unable to reach an acceptable agreement with the preferred firm, the negotiating team will recommend to the Executive Director that negotiations be terminated and that negotiations with one or more other firms be initiated. The Executive Director has final authority to terminate negotiations and begin negotiations with another proposer.
- N. After completion by Caltrans of a pre-award audit and negotiation of a proposed Agreement that is fair and reasonable, the negotiating team will recommend to the Executive Director and/or designee that SANDAG enter into the proposed Agreement. Final authority to approve the Agreement rests with the Executive Director and/or designee.

XII. EVALUATION CRITERIA

- A. Proposers will be evaluated on the criteria as per attached Consultant Short-List Evaluation Form – RFP Attachment 7. If an interview is utilized, proposers will be evaluated per the criteria as defined in attached Consultant Interview Evaluation Form – RFP Attachment 8. SANDAG reserves the right to independently score the Short-List Evaluation and the Interview Evaluation or combine the scores. The criteria in the Short-List Evaluation worksheet is the basis for the initial evaluation, scoring and ranking of consultant's proposals to establish a short-list of firms to be interviewed. Each panel member will convert the weighted scores to ranks, with the highest weighted score ranked one, the next highest score ranked two, and so on. All panel members' ranks will be combined and the lowest combined rank score will be the top-ranked firm for the short-list and interview evaluations.
- B. SANDAG may or may not conduct interviews. If SANDAG elects to eliminate the interview, the Consultant Short-List Evaluation with No Interviews Form – RFP Attachment 9 shall be utilized for final evaluation.
- C. The basis for ranking the cost proposal shall be as shown in RFP Attachment 10, Cost Proposal. If additional task orders are executed, they will be negotiated on the level of effort based on the rates shown in the Proposer's Cost Proposal.

- D. It is SANDAG's policy to conduct reference interviews for proposers. Reference interview results will be considered during the evaluation and selection process. Only responsible proposers submitting responsive proposals will be considered.
- E. Proposers' detailed cost estimates and/or a determination of which proposal offers the best value to SANDAG will be part of the evaluation process. Proposers' detailed cost estimate will have the value assigned below in the evaluation criteria descriptions (RFP Attachments 7, 8, and 9).

XIII. SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

SANDAG anticipates the process for nominating and selecting a consultant and awarding the contract will be according to the following tentative schedule:

- A. Advertise and Issue RFP July 25, 2008
- B. Last Day to Submit Questions Regarding RFP August 25, 2008
- C. Proposal Due Date September 3, 2008
- D. Short-List Meeting Week of September 15, 2008
- E. Oral Interviews (if utilized) Week of September 29, 2008
- F. Selection and Notification of Intent to Award..... Week of October 6, 2008
- G. Contract Negotiations Complete Week of October 20, 2008
- H. Audit findings from Caltrans (Pre-award Audit) . Mid-October to End-November, 2008
- I. Approval of Contract Week of December 1, 2008
- J. Notice to Proceed December 15, 2008

XIV. SPECIAL CONDITIONS

A. Reservations

This RFP does not commit SANDAG to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. SANDAG may reject bids without providing the reason(s) underlying the declination. A failure to award a contract to the lowest bidder will not result in a cause of action against SANDAG.

B. Public Records

All proposals submitted in response to this RFP become the property of SANDAG and public records and, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by SANDAG if clearly marked with the word "confidential" on each applicable page. Trade secrets may be marked as confidential only to the extent they meet the requirements of California Government Code section 6254.7. Only information claimed to be a trade secret at the time of

submittal to SANDAG and marked as "confidential" will be treated as a trade secret. Please see SANDAG's Public Records Request Guidelines available at www.sandag/legal for information regarding SANDAG's treatment of documents designated as confidential.

C. Right to Cancel

SANDAG reserves the right to cancel or revise, for any or no reason, in part or in its entirety, this RFP. If SANDAG cancels the RFP prior to the deadline for proposals or revises the RFP, notification will be placed on SANDAG's Web site.

D. Additional Information

SANDAG reserves the right to request additional information and/or clarification from any or all proposers to this RFP, but is under no obligation to do so.

E. Public Information

Consultants who wish to release information to the public regarding consultant selection, contract award, or data provided by SANDAG must receive prior written approval from SANDAG before disclosing such information to the public.

F. Contract for Services

The selected consultants will be required to sign a customized version of the attached Standard Services Agreement – RFP Attachment 3 and to provide the insurance certificates and all other required documentation within fifteen (15) calendar days of issuance of the Notice of Intent to Award.

G. Insurance Requirements

SANDAG requires consultants doing business with it to obtain insurance, as shown in the attached Standard Agreement for Services. The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within fifteen (15) days of issuance of the Notice of Intent to Award and prior to the commencement of any work on the project.

XV. PROTESTS

Pursuant to the requirements set forth in FTA Circular 4220.1E, "Third-Party Contracting Requirements," the following procedures shall be used by SANDAG to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. SANDAG will consider all protests or objections regarding the contracting process or the award of a contract received by SANDAG by 4 p.m. on the deadlines discussed below. SANDAG will review only protests submitted by an actual or prospective proposer or someone else whose direct economic interest would be affected by the award of a contract or by failure to award a contract. A protest by any adversely affected person must be made in writing and must be mailed or hand delivered to

SANDAG. A protest which does not strictly comply with SANDAG's protest procedures will be rejected.

A. Protests Before Bid/Proposal Opening

Protests relating to the content of the solicitation (i.e., RFP, IFB, RFQ) must be filed within five (5) business days after the date the solicitation is released to the public by SANDAG. Failure to file a protest concerning the content of the solicitation prior to this deadline constitutes a waiver of any protest on these grounds.

B. Protests After Bid/Proposal Opening

After opening proposals, bids, or best and final offers, a Notice of Intent to Award will be mailed to all bidders/proposers. Protests relating to the intent to make an award must be filed within five (5) business days following protester's receipt of the Notice of Intent to Award issue date. The date of filing shall be the date SANDAG receives the protest. Untimely protests will be rejected. If deemed necessary, SANDAG shall notify all bidders/proposers of record that a protest has been filed and the award has been postponed until further notice. If necessary, bidders/proposers will be asked to extend the time for acceptance of their bid/proposal in order to avoid the need for readvertisement of the solicitation.

C. Protest Contents

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. Protests concerning the relative weight of the evaluation criteria or the formula used in assigning points to make an award determination will be rejected. The protester must demonstrate or establish a clear violation of a specific law, rule, regulation or policy. If the protester considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears.

Protests shall be addressed to:

Protest Administrator
SANDAG Contract Solicitation No.5001021
San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101

D. Role Of The SANDAG Protest Administrator

The Protest Administrator, his/her designee, or the Office of General Counsel will appoint individuals to participate on a Protest Committee from an established list of potential Protest Committee members. At least one of the persons selected must be

from an outside agency and no one may sit on the Protest Committee that has a known direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. **Any communication regarding the protest between the protester and SANDAG shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at SANDAG other than the Protest Administrator or Office of General Counsel during the protest process.**

E. Protest Committee

The Protest Committee shall ensure the protest was received within the timeline specified and review the protest to determine if it itemizes in appropriate detail each matter contested as well as any factual reason(s) for the requested protest. The Committee chairperson shall schedule the date of the Protest Committee meeting, contact the Committee panel members, and distribute all protest documentation.

F. Reply To Protest

The Protest Committee will review all protests in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The Protest Committee will prepare a recommendation regarding the protest, in writing, to SANDAG's Chief Deputy Executive Director within ten (10) business days. All materials included with the original protest at time of submittal will be considered. Supplemental materials filed by a protester after the protest deadline will not be considered unless there are extenuating circumstances in the opinion of the Protest Committee. Protest documents will not be withheld from any interested party outside of SANDAG, with the exception that information will be withheld when required by law or regulation. The Chief Deputy Executive Director or his/her designee will either sustain or reject the protest in writing based upon the recommendation of the Protest Committee and the best interests of SANDAG.

G. Request For Protest Reconsideration

Upon receipt of an adverse decision by the Chief Deputy Executive Director, the protester may file a request for protest reconsideration. A request for protest reconsideration must be directed to the Executive Director in writing and received within five (5) full business days from the date the protester receives the reply from SANDAG. The Executive Director will respond to the request for protest reconsideration within ten (10) full business days of its receipt. The decision of the Executive Director will be in writing and final. No further protests will be heard by SANDAG.

H. Results Of The Protest

If the protest is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. SANDAG then may issue a

new Notice of Intent to Award to a different bidder/proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and SANDAG will continue with contract negotiations with the awardee.

I. Federal Transit Administration (FTA) Requirements

1. FTA Review of Protests

In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of SANDAG to have written protest procedures or alleged failure to follow such procedures.

Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 CFR Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation (DOT) Programs, 49 CFR Section 23.73.

The FTA will review only protests submitted by an interested party defined as an actual or prospective bidder or proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with FTA Circular 4220.1E.

2. Time for Filing

Protesters shall file a protest with the FTA not later than five business days after a final decision is rendered under SANDAG's protest procedure. A copy of any protest documents filed with the FTA must be provided concurrently to SANDAG. In instances where the protester alleges that SANDAG failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five business days after the protester knew or should have known of SANDAG's failure to render a final determination on the protest.

SANDAG shall not award a contract for five business days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph 6. After five business days, SANDAG shall confirm with the FTA that the FTA has not received a protest on the contract in question.

3. Submission of Protest to the FTA

Protests should be filed with the appropriate FTA regional office.

The protest filed with the FTA shall:

- Include name and address of protester;

- Identify SANDAG as the grantee, SANDAG's Contract Administrator, and number of the contract solicitation;
- Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible; and
- Include a copy of the local protest filed with SANDAG and a copy of SANDAG's decision, if any.

4. *SANDAG Response*

The FTA shall notify SANDAG in a timely manner of receipt of a protest.

SANDAG shall submit the following information not later than 10 business days after receipt of notification by the FTA of the protest:

- a copy of SANDAG's protest procedure;
- a description of the process followed concerning the protester's protest; and
- any supporting documentation.

SANDAG shall provide protester with a copy of the above submission.

5. *Protester Comments*

The protester must submit any comments on SANDAG's submission not later than 10 business days after the protester's receipt of SANDAG's submission.

6. *Withholding of Award*

When a protest has been timely filed with SANDAG before award, SANDAG shall not make an award prior to five business days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless SANDAG determines that:

The items to be procured are urgently required;

Delivery or performance will be unduly delayed by failure to make the award promptly; or

Failure to make prompt award will otherwise cause undue harm to SANDAG or the federal government.

The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

7. *FTA Action*

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.

XVI. INCORPORATION OF ATTACHMENTS

The following documents are attached and incorporated by reference if the box next to document title is marked. Wherever the word “contractor” appears in the attachments, it should be read as the equivalent to the word “consultant.” Wherever the words “bid” or “bidder” appear in the attachments, they should be read as the equivalent to the words “proposal” or “proposer.”

- ☒ RFP Attachment 1 – Required Submittals (RFP Checklist)
- ☒ RFP Attachment 2 – Scope of Work
- ☒ RFP Attachment 3 – Standard Services Agreement for (with exhibits)
- ☒ RFP Attachment 4 – Subconsultant List
- ☒ RFP Attachment 5 – Bidders List
- ☒ RFP Attachment 6 – Eligibility Certification for Federally Funded Contracts
- ☒ RFP Attachment 7 – Consultant Short-List Evaluation Form
- ☒ RFP Attachment 8 – Consultant Interview Evaluation Form
- ☒ RFP Attachment 9 – Consultant Short-List Evaluation With No Interviews Form
- ☒ RFP Attachments 10-1 and 10-2 – Cost Estimate Form and Instructions
- ☒ RFP Attachments 11 – Ridership Profile
- ☒ RFP Attachments 12 – Sample Survey Form

REQUIRED SUBMITTALS (RFP CHECKLIST) – RFP ATTACHMENT 1

The documents below marked by a checked box are required as part of your proposal submittal. All of the below referenced documents and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.

- ☒ One (1) original and six (6) copies of the proposal
- ☒ One (1) copy of a CD-ROM proposal in its entirety, excluding the Cost Proposal
Adobe Acrobat (PDF) format
- ☒ One (1) original and six (6) copies of the cost proposal in a separate envelop marked “Cost Proposal”
- ☒ Consultant/Contractor Information Form
- ☒ Subconsultant List
- ☒ Bidders List
- ☒ Eligibility Certification for Federally Funded Contracts
- ☒ Noncollusion Affidavit
- ☒ Debarment and Suspension Certificate
- ☒ Subconsultant’s Statement of Eligibility (required for each subconsultant)
- ☒ Certification of Restrictions on Lobbying and Disclosure of Lobbying Activities

SANDAG
CONSULTANT/CONTRACTOR INFORMATION FORM
(PROPOSER TO COMPLETE AND RETURN FORM WITH PROPOSAL)

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

Federal Tax I.D. Number: _____

Consultant Authorized Signature for Agreement:

Contact Name: _____

Contact Title: _____

Phone: ____ (____) _____ Fax: ____ (____) _____

E-mail: _____

Consultant Point of Contact for SANDAG Project Manager:

Contact Name: _____

Contact Title: _____

Phone: ____ (____) _____ Fax: ____ (____) _____

E-mail: _____

Is your company a Certified Disadvantaged Business Enterprise (DBE)?

☐ Yes ☐ No

Will your company be utilizing Certified Disadvantaged Business Enterprise (DBE) firm(s) under this agreement?

☐ Yes ☐ No

Subconsultant List

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

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

Bidders List

Bidder/Proposer: _____

IFB/RFP Number: _____

The U.S. Department of Transportation (DOT) requires SANDAG to create and maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose, or quote on SANDAG's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The Bidder/Proposer is to complete all requested information for every firm who bid, proposed, or submitted a quote, including the Prime and all Subconsultants. The Prime will submit the “Bidders List” with their bid/proposal or within the timeline specified in the bid/proposal documents. SANDAG will utilize this information to assist in the Overall Annual DBE goal setting process or establishment of an overall AADPL. ***The “Bidders List” content will not be considered in evaluating the bid/proposal or determining award of any contract.***

Prime Bidder/Proposer Information:	
Name of Prime's Firm:	Phone: ()
Firm Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million

<i>Subconsultant Information:</i> <i>Provide the following information for every firm (DBE and non-DBE) that bid, proposed or submitted a quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:</i>	
Firm Name:	Phone: ()
Firm Address:	Fax: ()
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million

If necessary, this “Bidders List” can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal, or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder/Proposer to submit the required DBE forms may cause SANDAG to deem the Bidder/Proposer non-responsive.

Eligibility Certification for Federally Funded Contracts

The award of this contract is subject to a financial assistance contract between the San Diego Association of Governments (SANDAG) and the U.S. Department of Transportation. Any name appearing on the Comptroller General's list of ineligible Consultants for federally financed or assisted contracts is not eligible for this contract.

The Bidder/Proposer hereby certifies that neither the Bidder/Proposer nor any of its officers or holders of a controlling interest are on the U.S. Comptroller General's list of ineligible Consultants for federally funded and assisted contracts. In the event any of the above persons or parties become included on such a list during the performance of this project, SANDAG shall be promptly informed of this fact.

Name of Firm

Printed name and Title of Signatory

Signature

Date

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, Contractor declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Contractor has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid; and has not, directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Contractor

Printed name and Title of Signatory

Signature

Date

Debarment and Suspension Certificate
Title 49, Code of Federal Regulations, Part 29

Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, 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.

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 Contractor's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Name of Firm

Printed name and Title of Signatory

Signature

Date

Subconsultant's Statement of Eligibility

_____ certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency.

Where the Subconsultant is unable to certify any of the statements in the certification, such Subconsultant shall attach an explanation with this form.

The Subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et. seq., are applicable.

Name of Firm

Printed name and Title of Signatory

Signature

Date

Certification of Restrictions On Lobbying

The CONTRACTOR hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is 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.

Executed this _____ day of _____, 20_____.

Name of Contractor: _____

Name of Signatory: _____ Title: _____

Signature of Contractor

Date: _____

Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 USC 1352

1. Type of Federal Action ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: 		9. Award Amount, if known: \$ _____
10a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		10b. Individuals Performing Services (including address if different from No. 10a)
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply); ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 USC, 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 USC 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Phone No. _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES (continuation sheet)

Reporting Entity: _____ Page _____ of _____

Federal Provisions for Procurements >\$100K

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, USC 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full 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 first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Items 4 or 5.
10.
 - A. Enter the full name, address, city, state, and zip code of the lobbying entity 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 10A. Enter last name, first name, middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.

SCOPE OF WORK – RFP ATTACHMENT 2

Project Description

The 2009 Onboard Transit Passenger Survey will gather origin/destination, trip behavior, and demographic data on all fixed bus and rail routes in San Diego County. A consultant will be hired to collect and validate the data. SANDAG has historically conducted onboard passenger surveys every five to six years. This survey comes shortly after both MTS and NCTD have made significant changes to their transit systems.

The consultant will provide a sampling plan that will include a strategy for surveying a representative sample of trip on each of the fixed bus and rail routes (approximately 150 routes) operating in the San Diego region. The consultant will propose a data management process that will track survey data from the transit vehicle through questionnaire editing, geocoding (to be performed by SANDAG), and lastly through quality control processes where final usability tests are conducted. The consultant will hire, train and schedule all personnel needed to conduct the surveys, edit survey forms, and perform quality control tests. Depending on response rates and data quality, it may be necessary to resurvey portions of a route to achieve the appropriate sample size and respondent distribution. Additionally, a route will be deemed complete when at least 75 percent of the surveys have complete answers to both origin and destination questions; and 75 percent of the surveys have complete answers to both boarding and alighting questions.

Surveys will be conducted only on weekdays during the spring and fall months of 2009. Survey procedures will be developed in late 2008 and a pre-test conducted in early 2009. In FY 2007 there were 7,977 one-way trips operated on a typical weekday, over 6,757 revenue service hours, carrying 328,452 boarding passengers. Weekday ridership varies greatly between routes and types of service. Ridership on bus routes can vary from 30 to 40 weekday passengers to nearly 12,000. COASTER commuter rail service has a little over 6,000 boardings on a typical weekday and light rail ridership goes from around 7,000 on the SPRINTER to 63,000 on the Blue Line trolley service. Please refer to RFP Attachment 11 “FY 07 Ridership Profile” for more information about routes..

B. Scope of Work

The cost proposal should break-out costs by each task.

The consultant will be responsible for collecting and validating the data for every bus, trolley, and commuter rail route in San Diego County. As such, the consultant will perform the following tasks:

Task Order 1

Task 1: Meet with SANDAG to Plan Survey

The consultant will meet with the SANDAG project manager and project staff to refine the scope of work and develop a project schedule. Within 10 days of this kick-off meeting, the consultant will develop a plan for managing the project that includes, but is not limited to, a data management strategy, milestones, quality control measures and deliverables for each task. This plan will be reviewed and approved by the SANDAG project manager. The selected consultant and SANDAG will communicate throughout the study via in-person meetings, emails, and conference calls as needed.

Task 2: Hire and Train Surveyors and Data Editors

The consultant will be responsible for the hiring and training of staff needed to collect and validate onboard survey data. This includes, but may not be limited to, surveyors and data editors.

Task 3: Pre-test Survey Form and Procedures

SANDAG will develop the survey form and provide it to the consultant to pre-test both the instrument and the survey procedures. The survey form will be similar to the old one, attached in RFP Attachment 12, "Sample Survey Form," but will have some changes. A key goal of this survey is to improve upon past onboard surveys which have yielded very poor origin and destination information. As such, the consultant should have a strategy for gathering more complete and accurate origin and destination data. Refinements to the form and procedures will be made based on pre-test results.

Additional Task Orders Subsequent to Task Order 1

Task 4: Produce and Translate Survey Forms and Other Materials

The consultant will be responsible for printing and translating (into Spanish) all of the survey forms and other relevant materials.

Task 5: Sampling Plan

The consultant will design a sampling plan that will gather data representative of each route on weekdays in the peak and off-peak hours (both directions). Ideally, the proposer will design a stratified random probability sample for selecting trips, with sampled trips representative of ridership on morning peak (6 a.m. to 9 a.m.), afternoon peak (3 p.m. to 6 p.m.), and off-peak hours in both directions. The number of required completed surveys by route depends upon the average daily ridership (ADR).

Rail and Trolley Lines: For all rail lines, get a minimum of 500 completed usable surveys each

Bus Routes: For routes with:

- 0 to 100 ADR, get a minimum of 80 percent of the ADR
- 101 to 500 ADR, get a minimum of 50 percent of the ADR
- 501 to 1,000, get a minimum of 300 completed surveys
- More than 1,000, get a minimum of 500 surveys

Please refer to RFP Attachment 11 "FY07 Ridership Data" for information about routes. You must use the FY07 information for bidding purposes. FY08 information will be available before

the contract is executed. The selected consultant will have the opportunity to negotiate cost changes due to route and ridership changes before the contract is executed.

Task 6: Scheduling of Surveyors

The consultant will be responsible for assigning surveyors to specific routes and trips, determining where surveyors must board the vehicle, and providing transportation for their surveyors if needed.

Task 7: Collect Data

Surveyors will collect data onboard the vehicles by offering a survey form to each person seated on the vehicle, answering questions, prompting for more complete origin and destination data and boarding and alighting data if needed, and collecting the forms. Completed forms for each trip will be maintained in a “trip envelope.” Trip envelopes will also be used to record the route, date, trip starting time and direction, number of refusals, and number of completed surveys.

Assume a 50% response rate for RFP costing purposes. For the proposal, proposers can provide an overall cost for this task. The selected consultant should be prepared to provide a cost for each route because cost may be revised during contract negotiations due to anticipated service changes or cuts.

Task 8: Code, Edit, and Enter Data

Once the survey forms have been collected for each route, open-ended questions will be coded, and data editors will check forms for legibility and completeness of answers, along with preliminary logic checks to ensure the answers are valid. Editors will also make sure origin and destination information is in the necessary format for geocoding. Routes that have a large percentage of survey forms that are not complete may need to be surveyed again to get additional completed forms. At least 75 percent of the forms must have complete origin/destination and boarding/alighting data for a route to be deemed complete. After the forms have been coded and edited, the data will need to be entered into a computer database.

Task 9: Transfer Entered Data to SANDAG to be Geocoded

SANDAG will geocode all of the address data. The consultant and SANDAG will work together to transfer files back and forth throughout the process. Once the data have been entered, the consultant will send the file to SANDAG who will geocode the address data and send the file back to the consultant.

Task 10: Quality Control Checks

SANDAG and consultant will work together to determine appropriate quality control checks that consultant will be responsible for conducting. Additionally, SANDAG will run frequencies by each variable to determine if the sample size and variable distribution for each route is sufficient. Routes may need to be surveyed again to gather additional surveys.

SANDAG will do the weighting and expansion.

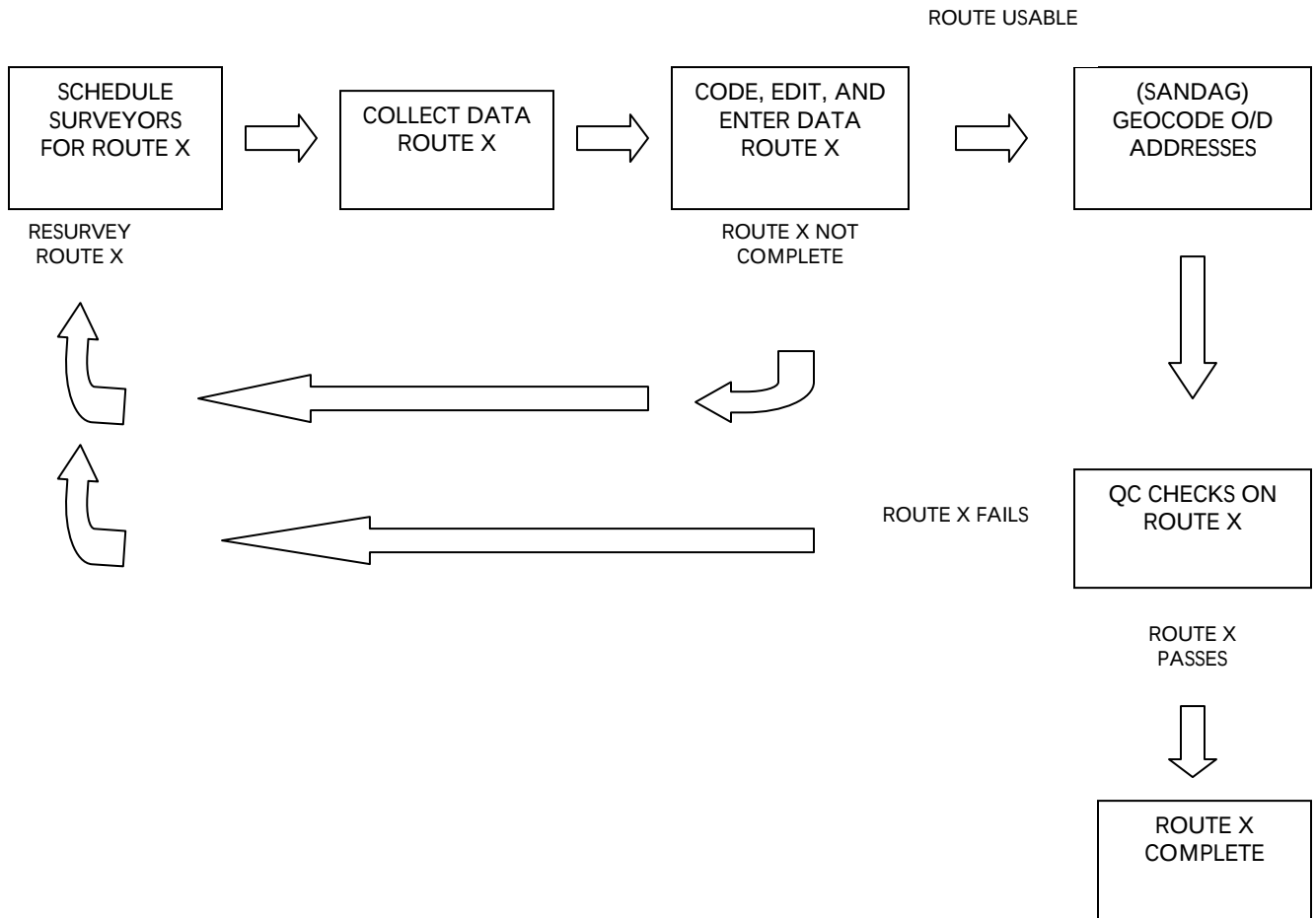
Please note that for different routes tasks 6– 10 will occur concurrently. As the data is collected for each route, it will be entered, quality controlled, and geocoded while other routes are collected and the process is repeated.

Additionally, as shown in the figure on the next page, it may be necessary to survey a route more if a sufficient number of survey forms are deemed unusable during the coding and editing or fail the quality control checks.

Please see the following Web sites for more information about San Diego County's transit system:

- www.511sd.com
- www.sandag.org/atop

Figure 1
Data Collection and Validation Management Plan (for each route)



C. Required Deliverables

1. Pre-test evaluation report
2. Weekly progress updates during the data collection phase, including, but not limited to, routes and trips surveyed, number of completed surveys by trip, and number of surveys with incomplete origin and destination data.
3. Survey data on a CD in ASCII, comma delimited or SPSS system file format with variable labels, along with documentation of the file format.

D. Project Schedule

The project will begin in December 2008, with the final data file due in December 2009. Consultant selection will take place in the fall/winter of 2008. Planning for the survey will begin in the winter of 2009. MTS routes will be surveyed in the spring of 2009 and NCTD routes will be surveyed in the fall of 2009. SANDAG has set the following tentative milestones for the project.

1. SANDAG selects consultant	December 2008
2. SANDAG and consultant kick-off meeting	January 2009
3. Consultant hires and trains staff	January – February 2009
4. Pre-tests survey form and procedures	February 2009
5. Produce and translate survey forms	February 2009
6. Collect survey data for MTS's routes	March – May 2009
7. Code, edit, enter, geocode, and quality control check data for MTS's routes	March – August 2009
8. Collect survey data for NCTD's routes	September – October 2009
9. Code, edit, enter, geocode, and quality control check data for NCTD's routes	September – November 2009
10. Consultant provides SANDAG with final data file	December 2009

STANDARD SERVICES AGREEMENT – RFP ATTACHMENT 3



STANDARD SERVICES AGREEMENT

5001021

CONTRACT NUMBER

2000700

PROJECT NUMBER(S)

THIS AGREEMENT is effective as of this day day of month, year, in the State of California, by and between San Diego Association of Governments (SANDAG) and the following contractor, hereinafter referred to as "Consultant." This Agreement will terminate on date unless an amendment is executed by the parties.

Name _____ Address _____

Form of Business _____ City _____
(corporation, partnership, sole proprietor, etc.) State _____ Zip _____

Tax ID Number _____

Phone: () _____ Email: _____

Fax: () _____ Is Consultant a DBE? ☐ YES ☐ NO

Authorized person to sign contracts: _____

Name

Title

The attached Standard Conditions are part of this Agreement. The Consultant agrees to furnish to SANDAG services and materials, summarized as follows (the "Project"):

Onboard Transit Passenger Survey

THE TOTAL CONTRACT VALUE SHALL NOT EXCEED \$ U.S. DOLLARS.

SAN DIEGO ASSOCIATION OF GOVERNMENTS	CONTRACTOR AUTHORIZATION
By: _____ Executive Director (or designee)	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____

AMOUNT ENCUMBERED

BUDGET ITEM

FISCAL YEAR(S)

\$ _____

By: _____
Director of Finance **Date**

STANDARD CONDITIONS

1. AUTHORIZATION TO PROCEED

Specific authorization to proceed (Notice to Proceed) with all or a portion of the work described in the Scope of Work, Standard Services Agreement – Exhibit A, shall be granted in writing by SANDAG via a Task Order or a Notice to Proceed. Consultant shall not proceed with the work unless it is authorized. Consultant's proposal and SANDAG's request for proposals concerning the Project are hereby incorporated by reference as part of the Scope of Work, Standard Services Agreement – Exhibit A. The Notice to Proceed or each Task Order shall set forth the date of commencement of work. This Agreement shall terminate on or before the date shown on the cover page of the Agreement, unless extended by amendment. Consultant is advised that any recommendation for contract award or notice of intent to contract is not binding on SANDAG until the Agreement is fully executed by all authorized parties.

2. CONSIDERATION

- A. The Consultant agrees to complete, to the full satisfaction of SANDAG, all of the services described herein. Progress payments will be used as the method of compensation for this Agreement. Progress payments shall be invoiced by Consultant in arrears, and no more often than monthly, based upon services or deliverables provided, unless otherwise stated in the Payment and Fee Schedule, Standard Services Agreement – Exhibits B-1 and B-2. Consultant shall invoice SANDAG at the fixed fee amounts set forth in the attached Payment Schedule up to the maximum amount of the Agreement. The Maximum Amount of this Agreement, including any potential Task Orders, Work Orders, or amendments, shall be \$. It is understood and agreed that the actual amount of work requested by SANDAG may be less than the Maximum Amount. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement. Fixed fee amounts shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee.
- B. Consultant's rates are not adjustable for the performance period set forth in this Agreement except when there is a change in an applicable prevailing wage position and Consultant is not being paid on a fixed fee basis. Consultant must provide notice to SANDAG at least 30 days prior to effective date of applicable prevailing rate change, or rate change shall be delayed until the next annual rate revision date.
- C. Consultant shall be responsible for any future adjustments to prevailing wage rates, including, but not limited to, changes to wage orders, base hourly rates, and employer payments as determined by the Division of Industrial Relations (DIR), or any new classification or modification that may be added by the DIR or a collective bargaining agreement. A mistake, inadvertence, or neglect by the Consultant in failing to pay the

correct rates of prevailing wage will be remedied solely by the Consultant and will not, under any circumstances, be considered as the basis of a claim against SANDAG.

- D. Premium Time or Overtime shall not be allowed under this Agreement without the express written approval of SANDAG.
- E. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but shall not exceed the rates stipulated in the Caltrans Travel and Expense Guide for Non-Represented Employees (see <http://www.dot.ca.gov/hq/asc/travel/nr.htm>).
- F. In determining allowable incurred subcontractor costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred by reason of payment, SANDAG will allow subcontractor costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant as valid, undisputed, due, and payable.
- G. By submitting accrued but unpaid subcontractor costs for reimbursement, Consultant agrees that, within thirty (30) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued subcontractor cost shall be paid to the subcontractor.
- H. If Consultant fails to satisfactorily complete a deliverable or portion thereof according to the schedule set forth in the Agreement or a Task Order, no payment will be made until the relevant deliverable or portion thereof has been satisfactorily completed.
- I. Any Task Order, Work Order, or Amendment issued under this Agreement is of no force or effect until returned to SANDAG and signed by an authorized representative of SANDAG. No expenditures are authorized on a project, and work shall not commence, until a Notice to Proceed, Task Order, or Work Order for those tasks has been executed by SANDAG.
- J. The period of performance for any Task Order or Work Order issued under this Agreement shall be in accordance with the Agreement performance period. No Task Order or Work Order can be written which extends beyond the expiration date of this Agreement.
- K. Invoices shall reference the Agreement number, Project title, and any applicable Task Order or Work Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period or upon completion of a Task Order or Work Order. SANDAG agrees to pay invoice 30 days after receipt of invoice or approval of service (as should be specified in the Task Order or Work Order), whichever occurs last, and payment shall be deemed made upon mailing by SANDAG. Credits due SANDAG, including any equipment purchased under the provisions of this Agreement, must be reimbursed by Consultant prior to the expiration or termination of this Agreement.
- L. Upon completion of all deliverables and work tasks to the satisfaction of SANDAG, Consultant shall submit a final invoice showing the cumulative costs incurred by Consultant, not to exceed maximum amount of the Agreement. Final payment of

retained amounts shall be made following Consultant's submittal of all required documentation and completion of the Project. Notwithstanding the foregoing, all payments are subject to the conditions set forth elsewhere in this Agreement or which are otherwise required by law. SANDAG may withhold all payments to Consultant if Consultant fails to comply with the requirements of the Agreement. Payments shall be subject to review by SANDAG for compliance with the requirements of this Agreement, and payment may be withheld if Consultant is not in compliance with the Agreement. Payments shall be subject to an audit upon completion of all services. No other compensation will be paid except for work done under an amended agreement approved pursuant to the Section in this Agreement entitled, "Changes in Work."

3. INDEPENDENT CONTRACTOR

- A. Consultant hereby declares that it is engaged in an independent business and agrees that, in the performance of this Agreement, it shall act as an independent contractor and not as an employee of the San Diego Association of Governments (SANDAG). Consultant has and hereby retains full control of all the employment, compensation, and discharge of all employees of Consultant assisting in its performance hereunder. Consultant shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. Except as otherwise specifically provided, as an independent contractor, Consultant will be solely responsible for determining means and methods for performing the services described in the Scope of Work.
- B. The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Consultant. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Consultant. Consultant agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Consultant or any employee of Consultant for work done under this Agreement.
- C. Except as SANDAG may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Consultant shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever, unless expressly provided in this Agreement.

4. INSURANCE

Consultant shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. With respect to Professional Liability, coverage must be maintained, and evidence provided, for two years

following the termination of this Agreement. Consultant will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself. All policies required shall be issued by companies who hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best. Carriers must be qualified to do business in California and maintain an agent for service of process within California.

A. COVERAGE REQUIRED – ALL CONTRACTS

(1) MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- Insurance Services Office Commercial (occurrence form CG001), or most recent edition General Liability coverage, and shall not contain the “X, C and U” (explosion, collapse and underground) exclusions.
- Insurance Services Office form number CA0001 (Ed. 1/87), or most recent edition covering Automobile Liability, code 1 (any auto).
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

(2) LIABILITY

Consultant agrees that all general liability coverages required under this insurance section are PRIMARY insurance and that any insurance of SANDAG shall be excess and noncontributory.

(a) Commercial General Liability

At all times during this contract and, with respect to Products and Completed Operations Liability, for 24 months following the acceptance of the work by SANDAG, Consultant agrees to maintain Commercial General Liability Insurance for bodily injury and property damage in an occurrence form and with insurance companies acceptable to SANDAG. Commercial General Liability Insurance must include coverage for the following:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Contractual Liability, with respect to this Agreement
- Personal Injury Liability
- Broad Form Property Damage
- Independent Consultants.

All such policies shall name SANDAG, its directors, officers, agents, and employees as additional insureds as their interests may appear. Consultant waives any rights of subrogation against SANDAG, and the policy form must permit and accept such waiver.

(b) Automobile Liability

At all times during this contract, Consultant agrees to maintain Automobile Liability Insurance for bodily injury and property damage, including coverage for owned, non-owned, and hired vehicles.

(c) Workers' Compensation/Employer Liability

At all times during this contract, Consultant agrees to maintain Workers' Compensation and Employer's Liability Insurance in compliance with the applicable statutory requirements. Consultant waives any rights of subrogation against SANDAG, its respective officers, employees, agents, and representatives, and the policy form must permit and accept such waiver.

B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED BY A MARKED BOX)

☐ **(1) Garagekeeper's Legal Liability Insurance**

Consultant will operate a parking lot, owns a garage, and/or will accept another's property for repair or keeping and therefore become a bailee. Insurance must provide coverage against liability for damage to vehicles in Consultant's care, custody, or control. These responsibilities normally are excluded by General Liability policies under the care, custody, and control exclusion. Therefore, this coverage is needed.

☐ **(2) Railroad Protective or Equivalent**

Consultant shall furnish, with respect to the operations of the Consultant or any of the Consultant's subconsultants performing within the railroad right of way, broad form Railroad Protective Liability Insurance covering all work performed under this Agreement. Any exclusions relating to performance of services within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing must be deleted. Option: purchase separate Railroad Protective Liability Policy as required.

☐ **(3) Professional Liability**

At all times during the term of this Agreement, Consultant agrees to maintain Professional Liability Insurance to cover losses arising from negligent acts, errors, or omissions whenever committed for services or operations performed under this Agreement. The Consultant shall ensure both that (1) this policy retroactive date is on or before the date of commencement of the Project; and (2) this policy has a reporting period of two years after the date of completion or termination of this Agreement. The Consultant agrees that, for the time period defined above, there will be no changes or endorsements to the policy that increase SANDAG's exposure to loss.

☐ **(4) Pollution Legal Liability**

At all times during this contract, and for 24 months following, Consultant agrees to maintain Pollution Legal Liability Insurance with respect to services or operations under this Agreement. The extended discovery period must be no less than 24 months.

☐ **(5) Consultant Equipment**

At all times during this contract, Consultant agrees to maintain Consultant's Equipment Insurance on a special form basis covering equipment owned, leased, or used by Consultant. Consultant waives any rights of subrogation against SANDAG, and the policy form must permit and accept such waiver. Consultant hereby releases and holds harmless SANDAG for any loss or damage to its equipment.

☐ **(6) Installation Floater**

At all times during this contract, Consultant agrees to maintain Installation Floater Insurance on a special form basis covering property owned or provided by Consultant. Consultant waives any rights of subrogation against SANDAG, and the policy form must permit and accept such waiver. Consultant hereby releases and holds harmless these entities for any loss or damage to its property.

C. MINIMUM POLICY LIMITS REQUIRED**Combined Single Limit (CSL)**

Commercial General Liability (Per Occurrence)	\$ 1,000,000
Commercial General Liability (Aggregate)	\$ 2,000,000
Automobile Liability	\$ 1,000,000
Workers' Compensation Employer's Liability	\$ 1,000,000

Additional Coverages (as indicated under Section B, Additional Coverages Required):

☐ B. (1) Garagekeepers	\$ _____
☐ B. (2) Railroad Protective	\$ _____
☐ B. (3) Professional Liability	\$ _____
☐ B. (4) Pollution Liability	\$ _____
☐ B. (5) Consultant Equipment	Replacement Cost
☐ B. (6) Installation Floater	Replacement Cost

D. POLICY PROVISION REQUIRED

All policies and coverages shall contain a provision for 30 days' written notice by the Insurer(s) to the SANDAG Executive Director of any cancellation or material reduction of coverage - except 10 days for non-payment of premium. Notice of cancellation sent by registered mail, postage prepaid, with a return receipt of addresses requested shall be sufficient notice.

E. GENERAL REQUIREMENTS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by SANDAG, or their insurance Consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

SANDAG reserves the right to withhold payments to Consultant in the event of material noncompliance with the insurance requirements outlined above.

Consultant shall procure and maintain the foregoing insurance coverage during the period of performance of this Agreement, and for 24 months following completion of all work under this Agreement, from companies authorized to do business in California. Failure to provide and continue in force any insurance as described in the Insurance section shall be deemed a material breach of this Agreement, which shall be deemed at SANDAG's option to constitute cause for immediate termination hereof.

Consultant is responsible for ensuring that its carrier(s) send SANDAG updated certificates of insurance throughout the term of the Agreement. The general liability and property damage insurance, as well as automobile liability insurance, shall include SANDAG as an additional insured. Consultant's automobile, general, and professional liability policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Consultant's insurance. Said policies must contain a provision that provides the insurance provided by the policy shall be primary and non-contributory to the full limits stated in the declarations, and if SANDAG, its Board of Directors, officers, employees, or agents have other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only.

Insurance required of the Consultant shall be provided by or in behalf of all subcontractors to cover their operations performed under this Agreement. Consultant shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

The policy limit requirements set forth in this Agreement do not constitute a limit on Consultant's liability.

F. ADDITIONAL INSURED

The following persons must be named as additional insureds on all relevant certificates of insurance: SANDAG, its Board of Directors, officers, employees, and agents. SANDAG may require additional entities to be named as additional insureds if work will be performed on the property of a third party or SANDAG member agency. Consultant is not required to have SANDAG named as an additional insured on workers' compensation or automobile liability policies.

5. TERMINATION OF AGREEMENT

- A.** SANDAG reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, or upon thirty (30) calendar days' written notice to the Consultant if terminated for the convenience of SANDAG.

B. TERMINATION FOR CAUSE

SANDAG may terminate this Agreement and be relieved of any payments should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event SANDAG determines sufficient cause exists, SANDAG will send a notice to cure to the address set forth in this Agreement for Consultant. If Consultant fails to satisfactorily cure the problem(s) within 10 days of receiving written notice from SANDAG specifying the nature of the cause, SANDAG may immediately cancel and/or terminate this Agreement and every right of the Consultant and any person claiming any right by or through the Consultant under this Agreement.

Termination for cause also shall be merited in the event of a material breach of this Agreement. Events of material breach shall include but not be limited to failure to adhere to the Project time schedule, failure to maintain required insurance; bankruptcy; failure to pay any subcontractor or other company or person retained by Consultant in connection with this Agreement; Consultant refuses or negligently fails, except in cases for which extension of time is provided by SANDAG, to supply sufficient properly skilled staff or proper materials to perform as required by this Agreement; or

Consultant negligently or intentionally disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.

- (1) In the event of such termination, SANDAG may proceed with the work in any manner deemed proper by SANDAG. All actual and reasonable costs to SANDAG in the event of termination for cause ("termination costs") shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand. Termination costs include, but are not limited to, the cost of soliciting a new contractor and any increase in the fees that must be paid to the new contractor.
- (2) Consultant shall notify subcontractors and service or supply vendors providing services under this contract of the early termination date of this contract. Failure to notify any subcontractor and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this contract, except those specifically agreed to in the termination notice to the Consultant.

C. EARLY TERMINATION OF THIS AGREEMENT OR TASK ORDER(S) OR WORK ORDER(S), OR SUSPENSION OF THIS AGREEMENT FOR CONVENIENCE**(1) General Conditions**

SANDAG may terminate this Agreement, in whole or in part, at any time by written notice to the Consultant when it is in SANDAG's best interest. Consultant shall be paid its costs, including contract closeout costs and profit on work performed up to the time of termination. Consultant shall promptly submit its termination claim to SANDAG to be paid to Consultant. If Consultant has any property in its possession belonging to SANDAG, Consultant will account for the same and dispose of it in the manner that SANDAG directs. No billable costs will be considered payable during suspension.

(2) Consultant's Deliverables Under Early Termination

Consultant shall provide all Project-related documents and correspondence required as part of the Scope of Work/Deliverables or included in Task Orders or Work Orders. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by SANDAG, or documents in draft and/or incomplete form for those deliverables which are in progress by the Consultant and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

(3) Invoice Submittal Under Early Termination

Separate final invoices for Project-related costs and termination settlement costs shall be submitted no later than thirty (30) calendar days after the date Consultant is notified of acceptance of the final cost proposals by the Executive Director. The invoice for termination settlement costs shall include the following, to the extent they are applicable: Lease termination costs for equipment and facilities approved under the terms of the contract; equipment salvage costs for equipment valued over \$500; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under the contract, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

(4) Cost Principles Under Early Termination

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Architectural and Engineering contract terminations.

(5) Consultant Claims Under Early Termination

Consultant agrees to release SANDAG from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by Consultant of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Agreement or Task Order(s) or Work Order(s).

6. INDEMNIFICATION

- A. With regard to the Consultant's performance in connection with or incidental to the Project, but excluding its performance of professional services and the indemnification and hold harmless aspects thereto as set forth below, the Consultant agrees to defend, indemnify, protect and hold SANDAG and its Directors, officers, and employees as well as any additional insured identified in the Special Provisions for Service and/or Equipment Agreements (if attached), harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Consultant's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Consultant and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney's fees and costs; provided, however, that the Consultant's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Directors, agents, officers, or employees.
- B. With regard to the Consultant's performance of professional services, the Consultant agrees to defend, indemnify, and hold harmless SANDAG, its Directors, officers, and employees, as well as any additional insured identified in the Special Provisions for Service and/or Equipment Agreements (if attached), from and against any and all claims, costs, suits, and damages, including, but not limited to, attorney's fees and losses or payments for injury to any person or property arising from the willful misconduct or negligent acts, errors, or omissions of the Consultant and/or its subcontractors associated with the Project.
- C. In addition to any other remedy authorized by law, so much of the money due Consultant under this Agreement as shall be considered necessary by SANDAG may be retained until disposition has been made of any claim for damages.
- D. This Section of the Agreement shall apply to all liability, regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This Section of the Agreement shall survive in perpetuity.

7. JOB SITE SAFETY [DELETE IF WORK WILL NOT BE DONE ON A CONSTRUCTION SITE]

SANDAG agrees that, in accordance with generally-accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction on the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor.

8. ASSIGNMENT AND SUBCONTRACTING

- A. Consultant shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement, or any rights under or interest in this Agreement, without the written consent of SANDAG, which may be withheld for any reason, provided however, that claims for money due to Consultant from SANDAG under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to SANDAG in writing.
- B. Nothing contained herein shall prevent Consultant from employing independent professional associates, subcontractors, and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Consultant shall not, however, enter into any agreement to assign subcontracted work in connection with this Agreement without first obtaining SANDAG's written approval as to the Scope of Work and the subcontractor.
- C. If Consultant subcontracts any of the work to be performed under this Agreement, Consultant shall be as fully responsible to SANDAG for the acts, errors, or omissions of Consultant's subcontractor and of the persons employed by the subcontractor as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of Consultant and SANDAG. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions stipulated in this Agreement to be applicable to the subcontractor, including, but not limited to, provisions pertaining to costs, records, and payment methods. Consultant shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement, unless specifically noted to the contrary in the subcontract in question, approved in writing by SANDAG.
- D. All or part of the specified deliverables or Scope of Work in this Agreement may be assigned to the entities affected by California Senate Bill 1703 (2002 legislation), including MTS of San Diego and NCTD. When services included in the Scope of Work of the Agreement are required by one of the transportation agencies in the region affected by SB 1703, the Agreement could be assigned in whole or in part to that agency upon mutual written agreement between SANDAG, the respective parties (assignee), and Consultant.

9. STANDARD OF CARE

- A. Consultant's services shall be performed in accordance with generally-accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. All services shall be performed to SANDAG's reasonable satisfaction.
- B. SANDAG's review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance thereof; and the Consultant shall be, and remain liable to, SANDAG in accordance with applicable law for all damages to SANDAG by Consultant's errors or omissions deemed to be negligent performance of any of the services furnished under this Agreement. Errors or omissions identified in the Consultant's work product and deemed to be negligent shall be corrected upon written notification by the Project Manager, and no additional payment shall be made for said corrections. Corrections of errors or omissions to the Consultant's work product shall not limit enforcement of any other provision of this Agreement.
- C. Consultant acknowledges and understands that the data and/or information it collects and/or provides to SANDAG will be relied upon by SANDAG and other persons or entities that are now or will in the future be under contract with SANDAG. Should information derived and provided by Consultant be inaccurate and cause SANDAG to incur damages or additional expenses, SANDAG shall notify Consultant and Consultant shall immediately place any applicable insurance carrier on notice of a potential claim.
- D. Consultant shall comply with OSHA and CalOSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SANDAG or other government representatives. Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on a construction project site and/or within the vicinity of vehicular traffic.
- E. Consultant's performance will be evaluated by SANDAG. A copy of the evaluation will be sent to Consultant for comments. The evaluation, together with the comments, shall be retained by SANDAG. Interim or yearly evaluations may be performed by SANDAG; however, only the Final Consultant Evaluation at Contract Closeout will be kept by SANDAG.

10. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Post Office, addressed as follows:

To SANDAG:

San Diego Association of Governments (SANDAG)
Attention: [insert name]
401 B Street, Suite 800
San Diego, CA 92101

To Consultant:

As shown on front page.

11. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

- A. Consultants doing business with SANDAG must be equal opportunity employers who achieve or attempt to achieve parity in the representation of women and minorities in their work force. A signed Certificate of Compliance and a Workforce Report form signed by the Consultant must be attached to this Agreement as a condition for award to Consultant.
- B. Consultant shall ensure equal employment opportunity for all persons. Consultant and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, sexual orientation, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status, or citizenship, within the limits imposed by law. These principles are to be applied by the Consultant in all employment practices, including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations.
- C. During the performance of this Agreement, Consultant agrees to comply with all the requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964, as amended, and the regulations issued thereunder (Executive Order 11246), the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, and any other applicable federal and state laws and regulations subsequently enacted.

12. CONFORMITY TO LEGAL REQUIREMENTS

- A. Consultant shall comply with all federal, state, and local laws and ordinances applicable to this Agreement. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775 when applicable. Consultant shall cause all completed deliverables to conform to all applicable requirements of law: federal, state, and local.
- B. Consultant shall be aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, consultants, and subcontractors that are included in this Agreement.
- C. Consultant represents and warrants to SANDAG that it has all necessary licenses, permits, qualifications and approvals, of whatever nature, that are legally required for Consultant to practice its profession. Consultant further represents and warrants to SANDAG that it, at its sole cost and expense, shall keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are required for Consultant to practice its profession and/or perform services under this Agreement.

13. NOTICE OF POTENTIAL CLAIM FOR OUT-OF-SCOPE WORK

Consultant shall not be entitled to additional compensation for out-of-scope work unless it has given SANDAG a written notice of potential claim for any such work. The written notice of potential claim shall set forth the reasons for which the Consultant believes additional compensation will or may be due, the nature of the out-of-scope work involved, and, insofar as possible, the amount of the potential claim. The notice must be given to SANDAG prior to the time Consultant shall have performed the work if based upon an act or failure to act by SANDAG or, in all other cases, within 15 days after the happening of the event, thing, occurrence, or other cause giving rise to the potential claim.

It is the intention of this Section that any claim for out-of-scope work be brought to the attention of SANDAG at the earliest possible time in order that matters related to any such work can be settled in a prompt manner. Consultant hereby agrees that it shall have no right to additional compensation for any claim for out-of-scope work for which no written notice of potential claim as herein required was filed.

14. DISPUTES

- A. This Agreement shall be interpreted in accordance with the laws of the State of California.
- B. In the event Consultant has a dispute with SANDAG during the performance of this Agreement, Consultant shall continue to perform unless SANDAG informs Consultant in writing to cease performance. Consultant shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Consultant within 20 days. Upon receipt of an adverse decision by SANDAG, Consultant may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within 10 days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within 10 working days. The decision of the Executive Director will be final and in writing.
- C. If Consultant is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Consultant shall make a written request to SANDAG for mediation. SANDAG shall respond to a request for mediation within thirty (30) calendar days. If SANDAG agrees mediation is appropriate, a mutually-acceptable mediator shall be selected by the parties, and the parties will proceed to mediation of the dispute.
- D. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

15. LIMITATIONS ON USE

- A. The services hereunder are provided for the exclusive use of SANDAG, and such services, data, recommendations, proposals, reports, design criteria, and similar information provided by Consultant are not to be used or relied upon by other parties except as authorized by SANDAG.
- B. Consultant shall not use for personal gain or make other improper use of privileged information that is acquired in connection with this Agreement. For purposes of this Agreement, "privileged information" includes, but is not limited to, trade secret information, medical records, personnel records, home addresses and phone numbers of any person, social security numbers, and knowledge of selections of contractors or subcontractors in advance of an official announcement by SANDAG.
- C. All financial, statistical, personal, technical, or other data and information relative to SANDAG's operations, which are designated confidential by SANDAG and made available to the Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.
- D. Permission to disclose information on one occasion or public hearing relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.
- E. Consultant shall not comment publicly to the press or any other media regarding the Agreement, or SANDAG's actions on the same, without SANDAG's prior permission, except to SANDAG's staff, Consultant's own personnel involved in the performance of this Agreement, or at public hearings.
- F. Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by SANDAG and receipt of SANDAG's written permission.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

- A. The Consultant, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of U.S. Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SANDAG deems appropriate.
- B. The Consultant shall include the above assurance in each subcontract it signs with a subcontractor.

- C. The Consultant shall refer to the Standard Federal Provisions for the DBE requirements set forth under this Agreement

17. RETENTION AND PROMPT PAYMENT

- A. The Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by SANDAG. The 10 days is applicable unless a longer period is agreed in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with SANDAG's prior written approval.
- B. SANDAG shall hold a ten percent (10%) retention from all payments due to Consultant. SANDAG shall promptly pay retention amounts to Consultant based upon acceptance of all work under this Agreement and receipt of a final invoice and all required documentation from Consultant. Consultant or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted by SANDAG, including incremental acceptances of portions of the contract work. Federal Regulation 49 CFR 26.29 requires that any delay or postponements of payment over 30 days may take place only for good cause and with SANDAG's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor for deficient subcontractor performance or noncompliance by a subcontractor.
- C. This Section applies to both DBE and non-DBE prime contractors and subcontractors.

18. RECORDS RETENTION

Consultant shall maintain complete and accurate records with respect to actual time and allowable costs incurred under this Agreement. All such records shall be maintained on a generally-accepted accounting basis and shall be clearly identified. Consultant shall provide reasonable access to the representatives of SANDAG, or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers, or records of the Consultant that are related to this Agreement. SANDAG, the State, the State Auditor, FHWA, FTA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations shall have the right to examine and audit such books and records and to make transcripts or copies from them as necessary. Consultant shall allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of five (5) years from the date of final payment under this Agreement. This Section must be included in any subcontract entered into as a result of this Agreement.

19. COVENANT AGAINST CONTINGENT FEES

- A. No elected official(s) of SANDAG or any of its member agencies, the State of California, or the United States Government shall become directly or indirectly interested in or personally benefit from the financial proceeds of this Agreement or in any part of it. No officer or employee of SANDAG shall become directly or indirectly interested in or benefit from the financial proceeds of this Agreement or any part of it.
- B. Consultant warrants that its firm has not employed, retained, paid, or agreed to pay any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it 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 Agreement. For breach or violation of this warranty, SANDAG shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

20. OWNERSHIP OF DOCUMENTS AND OTHER WORK PRODUCT

- A. Tracings, plans, specifications, and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of SANDAG. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to SANDAG without restriction or limitation on its use.
- B. Consultant agrees that any and all property rights, including intellectual property rights such as copyrights or patents that arise from creation of deliverables or other work products required by this Agreement shall be vested in SANDAG and hereby agrees to relinquish all claims to such property rights in favor of SANDAG.
- C. The term "deliverables" includes, but is not limited to, all original drawings, reports, and other documents, including detailed calculations, digital/electronic databases, source code, data sets, analyses, maps, and other work products developed for the Project. [If applicable, specify here or in the SOW whether deliverables should be provided in a specific format. For example, if a deliverable will be digital data, specify whether metadata must be provided and in what format the data must be provided. Additionally, state whether the source code is a deliverable. In other words, will the source code be a work product owned by SANDAG? If it will not be owned by SANDAG and SANDAG will need a license for software, inform SANDAG legal counsel that a contract provision will be required. Most importantly, make sure that each type of deliverable you identify here is listed as a deliverable in the Scope of Work and/or activity schedule. Following is some additional sample language.] Digital or electronic data is required as a deliverable under this Agreement. Consultant must submit deliverables in a format identified by SANDAG as one it can decipher. Documentation and metadata must accompany the data in order for the deliverable to be accepted by SANDAG.

- D. Consultant shall have the right to make a copy of the deliverables solely for the purpose of recordkeeping. Consultant may not sell, reuse, or distribute deliverables prepared under this Agreement in any form without SANDAG's express written permission.
- E. SANDAG agrees to hold consultant harmless from any claims or damages caused by any use of such deliverables other than stipulated in the scope of services.

21. TIME

Consultant acknowledges that timely performance is an important element of this Agreement. Accordingly, the Consultant shall put forth its best efforts to complete its services in accordance with the agreed-upon schedule. It shall be the responsibility of Consultant to advise SANDAG on a weekly basis of the progress of its work, expenditures incurred, and information regarding whether the Project is projected to comply with the schedule and budget limits. Consultant shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG and, if applicable, to the satisfaction of any government agency as directed by SANDAG. This may include progress and final reports, plans, specifications, estimates, or other evidence of attainment of the Agreement objectives.

22. CHANGES IN WORK

If changes in the work seem merited by Consultant or SANDAG, and informal consultations with the other party indicate that a change is warranted, it shall be processed by SANDAG in the following manner: A letter outlining the changes shall be forwarded to SANDAG by Consultant, with a statement of estimated changes in fee or time schedule. If SANDAG determines the change is merited, is due to an unexpected circumstance, and was caused through no fault of the Consultant, an amendment to the Agreement may be prepared by SANDAG. SANDAG will not be required to pay for the changes in work unless the amendment is executed by both parties before performance of such services commences. Consultant is expressly put on notice that no employee of SANDAG has authority to authorize, in writing or otherwise, any additional work which would increase the cost of this Agreement or an issued Task Order without SANDAG Executive Director approval. Such amended agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

23. FORCE MAJEURE

Either party is excused from performance hereunder if such non-performance results from acts of God, war, riots, acts of governmental authorities, or any other cause that could not have been overcome by the exercise of due diligence or planning by the non-performing party. In the event of the occurrence of a force majeure event, the party unable to perform shall promptly notify the other party. It shall further pursue its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

24. ENTIRE AGREEMENT

This Agreement represents the entire understanding of SANDAG and Consultant as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and Consultant.

25. INCORPORATION OF EXHIBITS

- A. SANDAG's Request for Proposals (RFP) and Consultant's proposal concerning the Project are hereby incorporated by reference except to the extent they may conflict with the terms of the Agreement. The following documents also are attached and incorporated by reference if the box next to document title is marked:

- ☐ Scope of Work (Standard Services Agreement Exhibit A)
- ☐ Schedule (Standard Services Agreement Exhibit A-1)
- ☐ Payment and Fee Schedule (Standard Services Agreement Exhibit B-1, B-2)
- ☐ DBE Information (Standard Services Agreement Exhibit C)
- ☐ Certificate of Compliance with SANDAG Equal Employment Opportunity Program and Equal Employment Opportunity Certificate (Standard Services Agreement Exhibit D)
- ☐ Equal Employment Opportunity Certificate Exhibit D-1)
- ☐ Special Provisions for Service Agreements (Standard Services Agreement Exhibit E)
- ☐ Standard Federal Provisions (FTA) (Standard Services Agreement Exhibit F – with Attachments 1 through 5)
- ☐ Federal Provisions for Procurements in Excess of \$100,000 (FTA) (Standard Services Agreement Exhibit G – with Attachments 6 through 8-2)
- ☐ Standard Federal Provisions (FHWA) (Standard Services Agreement Exhibit H – with Attachments 1 through 8-2)

- B. In the event of conflicting provisions, the following order of precedence will apply: 1) Standard Federal Provisions (FTA), (FHWA); 2) Federal Provisions for Procurements in Excess of \$100,000 (FTA); 3) Special Provisions for Service Agreements; 4) the Standard Services Agreement; 5) the RFP; and 6) Consultant's proposal.

- C. Wherever the word "contractor" appears in the exhibits, it should be read as the equivalent to the word "consultant." Wherever the words "bid" or "bidder" appear in the exhibits, they should be read as the equivalent to the words "proposal" or "proposer."

26. ADMINISTRATION

Consultant proposes to assign name of person as its Project Manager to provide supervision and have overall responsibility for this Agreement for Consultant. The Project Manager shall not be removed from the Project or reassigned without prior approval of SANDAG. Consultant must obtain

approval from SANDAG in writing before assigning a new Project Manager to the Project. No subcontracting of these professional services shall be made without prior approval of SANDAG.

27. HEADINGS

Section headings in this Agreement shall not be used to alter the plain meaning of the text in this Agreement.

28. PRESERVATION OF AGREEMENT

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall be severable and enforceable.

29. SUCCESSORS OR ASSIGNS

All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

30. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

STANDARD SERVICES AGREEMENT – EXHIBIT A
SCOPE OF WORK

(See RFP Attachment 2 for Scope of Work, the final Scope of Work for the Agreement will be inserted at the time contract is executed.)

**STANDARD SERVICES AGREEMENT – EXHIBIT A-1
SCHEDULE**

(See RFP Attachment 2 for Project Schedule, the final schedule for the Agreement will be inserted at the time contract is executed.)

**STANDARD SERVICES AGREEMENT – EXHIBITS B-1 AND B-2
PAYMENT AND FEE SCHEDULE**

(The final Payment and Fee Schedule for the Agreement will be inserted at the time contract is executed.)

STANDARD SERVICES AGREEMENT – EXHIBIT C

DBE INFORMATION

☐ Preliminary Engineering ☐ Studies ☐ Environmental Document ☐ Preliminary Design ☐ Final Design Right-of-Way ☐ Right-of-Way Engineering ☐ Right-of-Way Utility Relocation ☐ Construction ☐ Construction Engineering ☐ Construction Management Agency: _____ Location: _____ Project Description: _____ Contract Number: _____ Federal Aid Project Number: _____ Total Contract Amount: \$ _____ Federal Share (for local agency to complete): \$ _____ Proposal/Bid Date: _____ Proposer's/Bidder's Name: _____				
Contract Item Number	Item of Work and Description or Services to be Subcontracted or Materials to be Provided ²	DBE Certification Number and Expiration Date	Name of DBEs ¹ (Must be certified on the date bids are opened - include DBE address and phone number)	Dollar Amount DBE
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are helpful. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and the Special Provisions. 1. Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own DBE forces. 2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.			Total Claimed Participation	\$ _____ _____ %
			_____ Signature of Proposer/Bidder _____ Date (Area Code) Tel. No. _____ Person to Contact (Please Type or Print)	

**STANDARD SERVICES AGREEMENT – EXHIBIT D
CERTIFICATE OF COMPLIANCE WITH
SANDAG EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

I hereby certify that, in performing under contract(s) or purchase order(s) awarded by the San Diego Association of Governments (SANDAG), I will comply with the provisions of the SANDAG Equal Employment Opportunity Program, and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

I agree to make a good faith effort to meet the goals of this plan as part of my contractual obligations to SANDAG.

Name of Firm

Printed name and Title of Signatory

Signature

Date

**STANDARD SERVICES AGREEMENT – EXHIBIT D-1
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**

The Consultant hereby certifies that the company has ☐ has not ☐ been found, adjudicated, or determined to have violated any laws of Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d); Executive Order 10925, 11114, or 11246; or the California Fair Employment and Housing Act (Government Code 12460 et seq.); by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract compliance Programs, and the California Fair Employment and Housing Commission.

If yes, please explain the circumstance.

Name of Firm

Printed name and Title of Signatory

Signature

Date

STANDARD SERVICES AGREEMENT – EXHIBIT E SPECIAL PROVISIONS FOR SERVICE AGREEMENTS

THE SPECIAL PROVISIONS BELOW ARE INCORPORATED INTO THE AGREEMENT

I. OPTION TO EXTEND

Option To Extend For One To Six Additional Months At End Of Agreement. SANDAG shall have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of SANDAG. Each extension shall be effected by written unilateral Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term. The rates set forth in the Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “availability of funds.”

II. WORK ON PREMISES OF SANDAG OR OTHERS

All or a portion of Contractor’s work is to be performed on SANDAG property, premises where SANDAG is conducting operations, or the premises of MTS and NCTD. Therefore, Contractor shall take all necessary precautions to prevent the occurrence of injury to persons or damage to property during the progress of such work and, except to the extent that any such injury or damage is due to SANDAG’s negligence, act, or omission, as the case may be, Contractor shall defend and indemnify SANDAG, its officers, employees, agents, and landlord, and MTS and NCTD, its officers, employees, agents, and landlord against any and all loss, costs, liability, damage, or expense (including without limitation, attorney’s fees and expenses) which may result in any way from any act or omission of Contractor, its employees, servants, agents, or contractors.

STANDARD SERVICES AGREEMENT – EXHIBIT F STANDARD FEDERAL PROVISIONS (FTA)

The provisions in this exhibit to the Agreement between the parties shall supersede any conflicting provision in the Agreement. Any subcontract entered into as a result of the Agreement, shall contain all the provisions of these Standard Federal Provisions.

I. No Federal Government Obligations to Third Parties

Applicable To All Contracts

As a Federal Transit Administration (FTA) grantee, SANDAG is required to inform the Contractor of the following information:

The federal government shall not be subject to any obligations or liabilities to any third-party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party contractor.

II. False or Fraudulent Statements or Claims

Applicable To All Contracts

As an FTA grantee, SANDAG is required to inform the Contractor of the following information:

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. Section 3801, et seq., and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR, Part 31, apply to its actions pertaining to this contract. Accordingly, by signing the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C., Section 5307, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C., Section 1001 and 49 U.S.C., Section 5307(n)(1), to the extent the federal government deems appropriate.

III. Energy Efficiency

Applicable To All Contracts

As an FTA grantee, SANDAG is required to inform the Contractor of the following information:

The successful bidder agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

IV. Prohibited Interests

Applicable To All Contracts

As an FTA grantee, SANDAG is required to inform the Contractor of the following information:

No, member, officer, or employee of a local public body, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

V. Title VI Civil Rights Act of 1964

Applicable To All Contracts

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations. The Contractor and any Subcontractors shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; 49 U.S.C. §5332 and DOT Regulations, "Non-Discrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, or age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. Information and Reports. The Contractor shall provide all information and reports required by the regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a

Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to SANDAG or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of noncompliance, SANDAG shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor shall include the provisions of sections A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as SANDAG or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event a Contractor becomes involved, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request SANDAG to enter into such litigation to protect the interests of SANDAG, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VI. Employee Protections

A. Activities Not Involving Construction

Applicable to Nonconstruction Contracts Exceeding \$2,500)

For nonconstruction activities exceeding \$2,500 performed in connection with the project, the successful bidder shall comply with the following employee protection requirements:

1. In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the successful bidder shall assure that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The successful bidder agrees that determinations pertaining to these requirements will be made in accordance with the applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
2. The requirements of this Subsection do not apply to third-party contracts for the purchase of supplies, materials, or articles ordinary available on the open market.

B. State and Local Government Employees

The successful bidder shall ensure that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, apply to employees performing work involving commerce, including such state and local government employees as public transit authority employees, participating in the project. Consequently, each participant that is a state or local government agrees to comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the project.

VII. Reporting, Record Retention, Access**Applicable To All Contracts**

- A. Reports. At a minimum, the Contractor agrees to provide SANDAG and FTA those reports required by U.S. DOT's grant management rules and any other reports SANDAG or the Federal Government may require.
- B. Record Retention. The Contractor shall, during the course of the project and for five years thereafter, maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the project as SANDAG or the federal government may require for the project.
- C. Access to Records. Upon request, the Contractor shall permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the successful bidder and its contractors pertaining to the project. In accordance with 49 U.S.C. §5325(a), the successful bidder shall require each third-party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and to audit the books, records, and accounts involving that third-party contract as it affects the Project.

VIII. Federal Changes**Applicable To All Contracts**

The 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 Agreement (Form FTA MA (6) dated October, 1999) 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.

IX. Disadvantaged Business Enterprises**Applicable To All Contracts**

- A. In connection with the performance of this Agreement, the Contractor will cooperate with the Department of Transportation (DOT) and SANDAG in meeting their commitments and goals with regard to the maximum utilization of DBEs and other small businesses. It is DOT, as well as SANDAG, policy that DBEs and small businesses shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with DOT funds. This Agreement will be financed in whole or in part with DOT funds.
- B. The Contractor shall carry out applicable requirements of 49 CFR, Part 26, of the Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," (the Regulations) in the award and administration of this Agreement. The Regulations in their entirety are incorporated herein by reference. The Contractor shall not discriminate on the basis of race color, national origin or sex in the performance of this Agreement. Bidders shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety, including any updates, are incorporated herein by this reference.
- C. Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation and the Federal Transit Administration's (FTA) Guidance* (Docket No. FTA-2006-24063; dated March 23, 2006) stipulating a Notice of New Policy implementation to Western States Public Transportation Provided, SANDAG has implemented a wholly Race-Neutral DBE Program. A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, SANDAG does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. Consultant shall not be required to achieve a specific level of DBE participation as a condition of compliance in the performance of this DOT-assisted contract.
- D. In the event of any conflicts or inconsistencies between the Regulations and SANDAG's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.
- E. Race-Neutral DBE Participation –

At the time of award, the Contractor committed to utilize DBE(s) in the performance of this Agreement, and further agrees to ensure that DBE subcontractor listed on the Bidder/Proposer DBE Information form perform work or supply materials as reflected, unless otherwise directed and/or approved by SANDAG prior to the Contractor effectuating any changes to its race-neutral DBE participation commitment.

OR

At the time of award, the Consultant did not commit to utilize DBE(s) in the performance of this Agreement. However, in the event DBE(s) are utilized in the performance of this Agreement, the

Contractor shall comply with reporting requirements delineated under “Contractor’s Race-Neutral DBE Reporting Requirements.”

1. Contractor’s Race-Neutral DBE Reporting Requirements (Post-Award)
2. Contractor shall complete and submit the following DBE reporting forms and/or documents at the times specified:
 - a. Bidder/Proposer DBE Information Form – The Contractor’s Bidder/Proposer DBE Information form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. Even if no DBE participation will be reported, the Contractor must execute, sign and return the form. The form must be submitted to SANDAG at the time of contract execution.
 - b. If the Contractor is a DBE firm and/or has proposed to utilize DBE firms, the Contractor shall submit to SANDAG by the 15th of each month, a “DBE Monthly Participation Progress Report,” a progress report of its DBE participation on a monthly basis, which shall include but not be limited to:
 - Name of each DBE subcontractor;
 - Type of work performed by each subcontractor;
 - Original subcontract value for each DBE;
 - The dollars paid to each DBE subcontractor during the reporting period;
 - The dollars paid to date for each DBE subcontractor; and
 - Proof of payment to DBE subcontractors must accompany the report submittals.

Upon completion of the contract, the Consultant will be required to prepare and submit to SANDAG, a DBE Monthly Participation Progress Report clearly marked “Final” to facilitate reporting and capturing actual DBE race-neutral utilization.

- c. Contractor is advised not to count the participation of DBE subcontractors until the amount being counted toward the DBE participation has been paid to the DBE.
- d. The Contractor shall submit to SANDAG copies of all executed DBE subcontracts and/or DBE purchase orders (PO) within fourteen (14) working days after the Contractor executes its subcontract or PO with the DBE firm. The Contractor shall include in all executed DBE and non-DBE subcontracts the Contractor Assurance nondiscrimination statement.
- e. If subcontractor is a DBE and is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing of the date of the decertification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing of the date of the certification. The Contractor shall furnish the written documentation to SANDAG in a timely manner.

- f. Upon completion of the contract, Contractor must submit to SANDAG a “Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractor” (Standard Federal Provisions Attachment 5) and certified correct by the Contractor’s authorized representative, and shall be furnished to SANDAG. The form shall be furnished to SANDAG within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Failure to submit required DBE reports may result in the delay of processing Contractor’s invoices for payment.

3. DBE Crediting Provisions

- a. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- b. DBE may participate as a Prime Contractor, subcontractor, joint venture partner, supplier, or trucker. A proposed DBE must be responsible for a commercially useful function (i.e., a distinct element of the actual scope of work) and must carry out its responsibility by actually performing, managing, and supervising such work; in order to be credited toward DBE participation.
- c. Only work proposed to be performed by a DBE’s own work forces (including cost of supplies, materials and equipment leases) obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the Prime Contractor or its affiliate may be counted.
- d. When a DBE subcontracts part of its contract work to another firm, the value of the subcontracted work may be counted only if the DBE subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm cannot be credited. A DBE shall perform at least 30% of the total cost of its contract with its own workforce.
- e. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces towards DBE participation.
- f. Contractor must calculate credit for participation of DBE vendors of equipment, materials, and supplies, as follows:
 - i. Sixty percent (60%) of expenditures(s) for equipment, materials and supplies required under the contract, obtained from a Regular Dealer; or
 - ii. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies, obtained from a DBE Manufacturer.

For purposes of this section, a DBE Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A DBE Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of the fees or commission charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services. The cost of materials or supplies is not counted in this instance.

- g. The following types of fees or commissions paid to DBE subcontractors, brokers, and packagers may be counted, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work including:
 - i. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract;
 - ii. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies.
 - iii. Fees and commissions charged for providing any insurance specifically required for performance of the contract.

4. Assurances and Contractor Obligations

- a. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as SANDAG deems appropriate. Each subcontract agreement signed by the Contractor must include this assurance.
- b. The Contractor shall include in each subcontract the Contractors signs with a subcontractor language providing for the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- c. Performance of Subcontractors: The subcontractors listed by the Contractor listed in the Bidder/Proposer DBE Information and Subconsultant List forms, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to

obtain the materials from other sources. The Contractor should notify SANDAG in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

- d. In the event the Contractor identifies additional DBE subcontractors not previously identified by Contractor for race-neutral DBE participation under the contract, Contractor shall notify SANDAG in writing in a timely manner. Such notification will enable SANDAG to capture all race-neutral DBE participation. Contractor shall submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work.
- e. The Contractor shall not make any falsification of a subcontract agreement as to subcontractor's name, subcontract amount, and/or actual work to be performed by DBE firms.
- f. As with all subcontractors, timely payment of all monies due and owing to DBE subcontractors in accordance with the prompt payment provisions.
- g. The Contractor is responsible for verifying and monitoring the eligibility certification status of its DBE subcontractors and suppliers during the term of the Contract.
- h. Noncompliance by the Contractor with the requirements of the Regulations is a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedy as SANDAG deems appropriate.
- i. Contractor and subcontractors are encouraged to use services offered by financial institutions owned and controlled by DBEs.

5. Commercially Useful Function Standards

- a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, SANDAG will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, SANDAG must examine similar transactions, particularly those in which DBEs do not participate.
- c. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a

greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, one must presume that it is not performing a commercially useful function.

- d. When a DBE is presumed not to be performing a commercially useful function as provided in the previous bullet, the DBE may present evidence to rebut this presumption. SANDAG may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- e. SANDAG's decisions on commercially useful function matters are subject to review by FTA, FHWA and Caltrans.

F. DBE "Fronts" and Frauds

Only legitimate DBEs are eligible to participate in any federally funded contract. Therefore, bidders are cautioned against knowingly and willingly using "fronts" or doing business with DBEs in a manner, which could compromise the DBE's continued eligibility and DBE participation credit. The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline (800) 424-9071.

G. Prompt Payment

The Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by SANDAG. The 10 days is applicable unless a longer period is agreed in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with SANDAG's prior written approval. This clause applies to both DBE and non-DBE subcontractors.

SANDAG shall hold a ten percent (10%) retention from all payments due to Consultant. SANDAG shall promptly pay retention amounts to Consultant based upon acceptance of all work under this Agreement and receipt of a final invoice and all required documentation from Consultant. Consultant or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted by SANDAG, including incremental acceptances of portions of the contract work. Federal Regulation 49 CFR 26.29 requires that any delay or postponements of payment over 30 days may take place only for good cause and with SANDAG's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor for deficient subcontractor performance or noncompliance by a subcontractor. This Section applies to both DBE and non-DBE prime contractors and subcontractors.

X. Incorporation of Federal and State Guidelines**Applicable To All Contracts**

- A. All relevant federal and state grant provisions and guidelines, as presently written or as changed during the life of this Agreement, bearing on this Agreement, are hereby wholly incorporated by reference herein and made a part of this Agreement and take precedence over any inconsistent terms of this Agreement. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- B. Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" (Form FTA-MA) 49 CFR Part 18, and Federal Transit Administration (FTA) Circular 4220.1E, "Third-Party Contracting Requirements" and OMB Circular A-102 "Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments."

XI. Drug and Alcohol Program**Applicable To All Contracts**

During the performance of this Agreement Contractor agrees to implement a drug and alcohol program that is compliant with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation, the California Department of Transportation, or SANDAG to inspect the facilities and records association with the implementation of the drug and alcohol testing program, as required under Parts 653 and 654, and review the testing process.

XII. Equipment Purchases**Applicable To All Contracts**

- A. Prior authorization in writing by the Project Manager shall be required before Contractor enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or subcontractor services. If the non-budgeted purpose will cause the Project budget to exceed the Maximum Amount of the Agreement, then prior approval from SANDAG's Executive Director is also required. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service or consulting work not covered in the Payment or Fee Schedule and exceeding \$500, with prior authorization by the Project Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
- B. Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment

costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to SANDAG on request by SANDAG.

- C. At the conclusion of the Agreement or if the Agreement is terminated, Contractor may either keep the equipment and credit SANDAG in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established procedures, and credit SANDAG in an amount equal to the sales price. If the Contractor elects to keep the equipment, fair market value shall be determined, at the Contractor's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SANDAG and Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SANDAG.
- D. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000, is credited to the project.

XIII. Compliance with Executive Order 11246

Applicable To All Contracts

During the performance of this Agreement, Contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination
- B. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Contractor will include the provisions of paragraphs A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

XIV. Cost Principles

Applicable To All Contracts In Excess Of \$25,000

- A. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.
- B. Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Contractor to SANDAG.

XV. Non-Collusion

Applicable To All Contracts In Excess Of \$25,000

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that Contractor file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is

to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is attached.

XVI. Debarment and Suspension

Applicable To All Contracts Exceeding \$25,000

As an FTA grantee, SANDAG is required to inform the Contractor of the following information:

- A. SANDAG and the Contractor shall comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note; and U.S. DOT regulations on Debarment and Suspension at 49 CFR, Part 29.
- B. Unless otherwise permitted by FTA, SANDAG shall refrain from awarding any third-party contract of any amount to or enter into any subagreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal Procurement or Nonprocurement Programs," implementing Executive Orders Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR, Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
- C. Before entering into any subagreement with a subrecipient, SANDAG shall obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information about the subrecipient and its "principals," as defined at 49 CFR § 29.105(p). An example of the appropriate certification is contained in this bid package.
- D. Before entering into any third-party contract exceeding \$25,000, SANDAG shall obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR § 29.105(p). SANDAG also shall require each third-party contractor to refrain from awarding any third-party subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding \$100,000. An example of the appropriate certification is contained in this bid package.
- E. SANDAG shall provide FTA a copy of each conditioned debarment or suspension certification provided by a prospective third-party contractor at any tier or subrecipient at any tier. Until FTA approval is obtained, SANDAG shall refrain from awarding a third-party contract or entering into a subagreement with any party that has submitted a conditioned debarment or suspension certification.

Attachments:

Noncollusion Affidavit (Standard Federal Provisions (FTA) - Attachment 1)

Debarment and Suspension Certificate (Standard Federal Provisions (FTA) - Attachment 2)

Subconsultant's Statement of Eligibility (Standard Federal Provisions (FTA) - Attachment 3)

Final Report of Utilization of Disadvantaged Business Enterprises (Standard Federal Provisions (FTA) - Attachment 4)

STANDARD FEDERAL PROVISIONS (FTA) – ATTACHMENT 1

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, Contractor declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Contractor has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid; and has not, directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Contractor

Printed name and Title of Signatory

Signature

Date

STANDARD FEDERAL PROVISIONS (FTA) – ATTACHMENT 2

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

Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, 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.

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 Contractor's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Name of Firm

Printed name and Title of Signatory

Signature

Date

STANDARD FEDERAL PROVISIONS (FTA) – ATTACHMENT 3
SUBCONSULTANT'S STATEMENT OF ELIGIBILITY

_____ certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal project by any federal department or agency.

Where the Subconsultant is unable to certify any of the statements in the certification, such Subconsultant shall attach an explanation with this form.

The Subconsultant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et. seq., are applicable.

Name of Firm

Printed name and Title of Signatory

Signature

Date

Standard Federal Provisions (FTA) – Attachment 4
FINAL REPORT OF UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

SAN DIEGO ASSOCIATION OF GOVERNMENTS

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONSULTANTS

(FEDERALLY FUNDED PROJECTS)

CONTRACT NUMBER		COUNTY	LOCATION	PROJECT DESCRIPTION	FEDERAL AID PROJECT NO:		ADMINISTERING AGENCY		CONTRACT COMPLETION DATE:	
PRIME CONSULTANT				BUSINESS ADDRESS:					FINAL CONTRACT AMOUNT \$ FEDERAL SHARE: \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	SUBCONSULTANT NAME AND BUSINESS ADDRESS	DBE CERT. NO. & EXP. DATE	CONTRACT PAYMENTS					DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	DBE, SMBE*	DBE , SWBE	DBE, SMBE, SWBE*		
ORIGINAL COMMITMENT: \$				TOTAL	\$	\$	\$	\$	\$	
DBE		DBE, SMBE	*The decision of which column to be used for entering the DBE dollar value is based on what Program (s) the firm is Certified. This Program status is determined by the Civil Rights Certification Unit based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by the Civil Rights unit that states their program status as well as the firms Expiration Date. DBE Program status may be obtained by accessing the Civil Rights website (http://www.dot.ca.gov/hq/bep/) and downloading the Calcert Extract or by calling 916 227 2207. List all First Tier Subconsultants, Disadvantaged Business Enterprises (DBE's) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on a separate page. List actual amount paid to each DBE, even if different than originally listed for goal credit. Definitions: SMBE (Small Minority Business Enterprises) and SWBE (Small Woman-Owned Business Enterprises)							
\$		\$								
DBE, SWBE		DBE, SMBE, SWBE								
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT										
CONSULTANT REPRESENTATIVE SIGNATURE						BUSINESS PHONE NUMBER			DATE	
TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS COMPLETE AND CORRECT										
SANDAG PROJECT MANAGER'S SIGNATURE						BUSINESS PHONE NUMBER			DATE	

STANDARD SERVICES AGREEMENT – EXHIBIT G FEDERAL PROVISIONS FOR PROCUREMENTS IN EXCESS OF \$100,000 (FTA)

The provisions in this exhibit to the Agreement between the parties shall supersede any conflicting provision in the Agreement.

I. BUY AMERICA

Applicable To Public Works, Acquisition of Goods, or Rolling Stock Procurements Exceeding \$100,000

As an FTA grantee, SANDAG is required to inform the Contractor of the following information:

The Contractor's attention is directed to the "Buy America" requirements set forth in Section 165 of the Federal Surface Transportation Act of 1982, and the FTA regulations implementing Section 165 (49 CFR, Part 661). Information on "Buy America" requirements (49 CFR, Part 661) is available for review at the SANDAG office.

Any steel or manufactured product used in projects supported by FTA funds must be produced in the United States unless the Secretary of Transportation determines that one of the following exceptions applies:

- A. Applying this provision would be inconsistent with the public interest.
- B. The materials and products required for a project are not produced in the United States either in sufficient quantity or not of the quality required for this Project.
- C. Including domestically produced material will increase the cost of the contract by more than 25 percent.
- D. Note: In calculating the cost of components under the terms of this provision, labor costs involved in the final assembly are not to be included.
- E. Where an FTA grantee is purchasing buses or other rolling stock (including train control, communication, and traction power equipment), the cost of components produced in the United States is more than 60 percent of the cost of all the components of the rolling stock or equipment, and final assembly of the stock or equipment has taken place in the United States.
- F. In reference to exception C above, FTA requires that the bid for nondomestic items must be adjusted by the appropriate differential (10 or 25 percent) and then the adjusted overall bid prices compared to determine if the inclusion of domestic materials will increase the "overall Project contract." When both "rolling stock" and "nonrolling

stock" are being procured in a single contract, the appropriate differentials will be applied to the different items only and not to the overall bid price.

- G. Thus, the foreign purchased components of the individual bid items will be adjusted upward, for purposes of determining Buy America compliance only, by 10 percent for rolling stock and 25 percent for nonrolling stock, thereby increasing the contractor's cost proposal item by the adjusted amount, thereby adjusting the overall total bid price.
- H. The revised bid amount will be the basis for determining the lowest bid.
- I. Within five days of written notification, the Contractor shall provide the necessary information to substantiate the cost of nondomestic items and the factual basis for the claim of exception to the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR, Part 661.
- J. The Buy America Certificate included in the Contract Documents, Alternative 'A' or 'B,' must be completed and submitted with the bid. A bid which does not include either Alternative 'A' or 'B' or which includes both Alternative 'A' and Alternative 'B' may be considered nonresponsive.
- K. A waiver from the Buy America provision may be sought by the Contractor if grounds for the waiver exist. Inclusion of the Alternative 'B' certificate in a bid constitutes an application by the Contractor for an exception to the Buy America requirement applicable to this type of contract. If a bid includes the Alternative 'B' certificate and an exception is not granted by FTA, the bid will be considered nonresponsive.

II. ENVIRONMENTAL VIOLATIONS

Applicable To All Contracts and Subcontracts Exceeding \$100,000

As an FTA grantee, SANDAG is required to inform the Contractor of the following information:

For all contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC, 1857H), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

III. ENVIRONMENTAL REQUIREMENT

Applicable To All Contracts and Subcontracts Exceeding \$100,000

As an FTA grantee, SANDAG is required to inform the Contractor of the following information:

The successful Contractor shall recognize that many federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq., and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq. The successful Contractor shall recognize that U.S. EPA, FHWA, and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the successful Contractor agrees to adhere to, and impose on its subcontractors and third-party contractors, any such federal requirements as the federal government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and SANDAG. The successful Contractor acknowledges that this list does not constitute the successful Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

A. Environmental Protection

The successful Contractor shall comply with the applicable requirements of the National Environment Policy Act of 1969, as amended, 42 USC §§4321 et seq., in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 USC §5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR, Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR, Part 771, and 49 CFR, Part 622.

B. Air Quality

1. The successful Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§7401 **et seq.** Specifically:
 - a. The successful Contractor shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR, Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR, Part 93. To support the requisite air quality conformity finding for the Project, the successful Contractor shall implement each air quality mitigation and control measure incorporated in the Project. The successful Contractor agrees that any project identified in a State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.

- b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the successful Contractor should be aware that the following U.S. EPA regulations, among others, may apply to its projects: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR, Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR, Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR, Part 600.
2. The successful Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor, subrecipient, or itself to FTA and the appropriate U.S. EPA Regional Office.

C. Clean Water

1. The successful Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq.
2. The successful Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a third-party contractor (at any tier), subcontractor (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

D. Use of Public Lands

The successful Contractor agrees that no publicly-owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

E. Mitigation of Adverse Environmental Effects

The successful Contractor agrees that, if the Project should cause adverse environmental effects, the successful Contractor will take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations; specifically, the procedures of 23 CFR, Part 771, and 49 CFR, Part 622. The successful Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC § 303) and with any conditions the federal government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by

reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the federal government and the successful Contractor reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The successful Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the federal government.

IV. RESTRICTIONS ON LOBBYING

Applicable To All Contracts Exceeding \$100,000

- A. SANDAG and Contractor shall not use federal assistance funds to support lobbying.
- B. In accordance with 31 USC § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR, Part 20, if the Project exceeds \$100,000, FTA will not make any federal assistance available to the Contractor until FTA has: (a) received the Contractor's certification that the Contractor has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement, or any other federal award from which funding for the Project is originally derived, consistent with 31 USC § 1352, and (b) if applicable, the Contractor's statement disclosing any lobbying with nonfederal funds that has taken place in connection with obtaining any federal financing ultimately supporting the Project.
- C. The Contractor agrees to provide SANDAG a copy of each lobbying disclosure statement with the accompanying lobbying certification provided by a prospective third-party contractor at any tier or subrecipient at any tier. The form is included in this package for your use.

V. PRE-AWARD AUDIT

Applicable To All Contracts Procured Via Negotiations

The Agreement may exceed \$250,000 and Contract was selected via a negotiated procurement. Therefore, Contractor has undergone a pre-award audit. The Federal Highway Administration, or Caltrans acting on its behalf, must issue an Authorization to Proceed with the Project utilizing Contractor's services before Contractor can proceed. An additional audit may need to be carried out if this Agreement is amended, legal requirements change, or circumstances warrant additional auditing. Contractor agrees to fully cooperate if an additional audit is requested.

Attachments:

- Buy America Certificate (Federal Provisions for Procurements >\$100k (FTA) – Attachment 5)
- Additional Information for Buy America Certificate – Alternative B (Federal Provisions for Procurements >\$100k (FTA) – Attachment 6)
- Certification of Restrictions on Lobbying (Federal Provisions for Procurements >\$100k (FTA) – Attachment 7)
- Disclosure of Lobbying Activities and Continuation Sheet (Federal Provisions for Procurements >\$100k (FTA) – Attachment 7-1)
- Instructions for Completion of SF-LLL Disclosure of Lobbying Activities (Federal Provisions for Procurements >\$100k (FTA) – Attachment 7-2)

FEDERAL PROVISIONS FOR PROCUREMENTS >\$100K (FTA) – ATTACHMENT 5
BUY AMERICA CERTIFICATE

CERTIFICATE OF COMPLIANCE WITH SECTION 165(A)**ALTERNATIVE A**

The Contractor hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR, Part 661.

Name of Contractor: _____

Name of Signatory: _____ Title: _____

Signature of Contractor Date: _____**ALTERNATIVE B**

The Contractor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 CFR, Part 661.7.

Name of Contractor: _____

Name of Signatory: _____ Title: _____

Signature of Contractor Date: _____

**NOTE: COMPLETE EITHER ALTERNATIVE A OR B
DO NOT COMPLETE BOTH**

FEDERAL PROVISIONS FOR PROCUREMENTS >\$100K (FTA) – ATTACHMENT 6
ADDITIONAL INFORMATION FOR BUY AMERICA CERTIFICATE (ALTERNATIVE B)

The Contractor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 CFR, Part 661.7.

Item No.	Description	Type of Waiver Requested by No. (1)	Indicate Rolling Stock or Nonrolling Stock	Description of Foreign Components of Item	Unit Procurement Cost of Foreign Components

Notes: (1) For "Type of Waiver Requested," See Buy America, Section 7-5.8. List Type 1, 2, 3, or 4.

Name of Contractor: _____

(2) Contractor must complete **either** Alternative A or B Buy America Certificate

Signature of Contractor _____

(Sign here)

(Date)

FEDERAL PROVISIONS FOR PROCUREMENTS >\$100K (FTA) – ATTACHMENT 7
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The CONTRACTOR hereby certifies that:

4. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
5. 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
6. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is 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.

Executed this _____ day of _____, 20_____.

Name of Contractor: _____

Name of Signatory: _____ Title: _____

Signature of Contractor

Date: _____

FEDERAL PROVISIONS FOR PROCUREMENTS >\$100K (FTA) – ATTACHMENT 7-1

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 USC 1352

1. Type of Federal Action ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		10b. Individuals Performing Services (including address if different from No. 10a)
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply); ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 USC, 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 USC 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Phone No. _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES (continuation sheet)

Reporting Entity: _____ Page _____ of _____

FEDERAL PROVISIONS FOR PROCUREMENTS >\$100K (FTA) – ATTACHMENT 7-2

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, USC 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full 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 first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Items 4 or 5.
10.
 - A. Enter the full name, address, city, state, and zip code of the lobbying entity 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 10A. Enter last name, first name, middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.

STANDARD FEDERAL PROVISIONS – FEDERAL HIGHWAY ADMINISTRATION (FHWA) NON-CONSTRUCTION – EXHIBIT H

I. COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) REQUIREMENTS

This Agreement is subject to a financial assistance contract between SANDAG and FHWA. All references to the Standard Specifications in these Special Provisions are references to the May 2006 version of the State of California Department of Transportation Standard Specifications. All references to "Contractor" herein shall refer to "Consultant" as defined in the Agreement.

II. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Federal Government shall not be subject to any obligations or liabilities to any third-party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third-party contract, the Federal Government continues to have no obligations or liabilities to any party, including the third-party contractor.

III. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. Section 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 contract. Accordingly, by signing the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claims, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized by 49 U.S.C. Section 5307, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1), to the extent the Federal Government deems appropriate.

IV. TITLE VI COMPLIANCE

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation

(hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- B. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements 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 Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color sex, age, or national origin.
- D. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the recipient, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the recipient shall impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs A through F of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Board or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Board to enter into such litigation to protect the interests of the Board, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

V. LABOR

Attention is directed to Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications.

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part. The Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G herein, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24,

1965. Such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Attention is also directed to the requirements of the California Fair Employment and Housing Act (Government Code Sections 12900 through 12996 - Stat. 1980, Chapter 992), to the regulations promulgated by the Fair Employment and Housing Commission to implement said Act, and to the nondiscrimination, affirmative action and equal employment opportunity requirements in these Special Provisions.

VI. STANDARD EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

As used in these Special Provisions:

- "Director" means the SANDAG Director of Engineering and Construction.
- "Employer Identification Number" means the federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- "Minority" includes:
 - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race); Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands [this area includes China, Japan, Korea, the Philippine Islands, and Samoa]); and
 - American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

A single goal for minorities and a separate single goal for women may have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative

action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order No. 11246.

The Contractor shall carry out such sanctions and penalties for violation of these Special Provisions and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by SANDAG. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these Special Provisions and Executive Order No. 11246 as amended.

If the Contractor fails to comply with the requirements of the Executive Order, the Implementing Regulations, or these Special Provisions, SANDAG will retain an amount equal to 10 percent of the estimated value of the work performed during the previous month (exclusive of mobilization) from the next monthly estimate, except that such retention shall not exceed \$10,000, nor be less than \$1,000. The retention for failure to comply with this section will be released on a monthly estimate for partial payments following the date that the Contractor fulfills its obligations under these Special Provisions.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents which may be applicable to this contract.

VII. DISADVANTAGED BUSINESS ENTERPRISES

- A. This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure SANDAG achieves its DBE goal, SANDAG encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

- B. In the event of any conflicts or inconsistencies between the federal regulations and SANDAG's DBE Program with respect to DOT-assisted contracts, the regulations shall prevail.
- C. Race-Neutral DBE Participation

At the time of award, the Contractor committed to utilize DBE(s) in the performance of this Agreement, and further agrees to ensure that DBE subcontractor listed on the Bidder/Proposer DBE Information form perform work or supply materials as reflected, unless otherwise directed and/or approved by SANDAG prior to the Contractor effectuating any changes to its race-neutral DBE participation commitment.

OR

At the time of award, the Consultant did not commit to utilize DBE(s) in the performance of this Agreement. However, in the event DBE(s) are utilized in the performance of this Agreement, the Contractor shall comply with reporting requirements delineated under "Contractor's Race-Neutral DBE Reporting Requirements."

1. Contractor's Race-Neutral DBE Reporting Requirements (Post-Award)
2. Contractor shall complete and submit the following DBE reporting forms and/or documents at the times specified:
 - a. Bidder/Proposer DBE Information Form – The Contractor's Bidder/Proposer DBE Information form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. Even if no DBE participation will be reported, the Contractor must execute, sign and return the form. The form must be submitted to SANDAG at the time of contract execution.
 - b. If the Contractor is a DBE firm and/or has proposed to utilize DBE firms, the Contractor shall submit to SANDAG by the 15th of each month, a "DBE Monthly Participation Progress Report," a progress report of its DBE participation on a monthly basis, which shall include but not be limited to:
 - Name of each DBE subcontractor;
 - Type of work performed by each subcontractor;
 - Original subcontract value for each DBE;
 - The dollars paid to each DBE subcontractor during the reporting period;
 - The dollars paid to date for each DBE subcontractor; and
 - Proof of payment to DBE subcontractors must accompany the report submittals.

Upon completion of the contract, the Consultant will be required to prepare and submit to SANDAG, a DBE Monthly Participation Progress Report clearly marked "Final" to facilitate reporting and capturing actual DBE race-neutral utilization.

- c. Contractor is advised not to count the participation of DBE subcontractors until the amount being counted toward the DBE participation has been paid to the DBE.
- d. The Contractor shall submit to SANDAG copies of all executed DBE subcontracts and/or DBE purchase orders (PO) within fourteen (14) working days after the Contractor executes its subcontract or PO with the DBE firm. The Contractor shall include in all executed DBE and non-DBE subcontracts the Contractor Assurance nondiscrimination statement.
- e. If subcontractor is a DBE and is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing of the date of the decertification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing of the date of the certification. The Contractor shall furnish the written documentation to SANDAG in a timely manner.
- f. Upon completion of the contract, Contractor must submit to SANDAG a "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractor" (Standard Federal Provisions Attachment 5) and certified correct by the Contractor's authorized representative, and shall be furnished to SANDAG. The form shall be furnished to SANDAG within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Failure to submit required DBE reports may result in the delay of processing Contractor's invoices for payment.

D. DBE Crediting Provisions

- 1. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- 2. DBE may participate as a Prime Contractor, subcontractor, joint venture partner, supplier, or trucker. A proposed DBE must be responsible for a commercially useful function (i.e., a distinct element of the actual scope of work) and must carry out its responsibility by actually performing, managing, and supervising such work; in order to be credited toward DBE participation.
- 3. Only work proposed to be performed by a DBE's own work forces (including cost of supplies, materials and equipment leases) obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the Prime Contractor or its affiliate may be counted.
- 4. When a DBE subcontracts part of its contract work to another firm, the value of the subcontracted work may be counted only if the DBE subcontractor is itself a certified DBE.

Work that a DBE subcontracts to a non-DBE firm cannot be credited. A DBE shall perform at least 30% of the total cost of its contract with its own workforce.

5. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces towards DBE participation.
6. Contractor must calculate credit for participation of DBE vendors of equipment, materials, and supplies, as follows:
 - a. Sixty percent (60%) of expenditures(s) for equipment, materials and supplies required under the contract, obtained from a Regular Dealer; or
 - b. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies, obtained from a DBE Manufacturer.

For purposes of this section, a DBE Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

A DBE Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of the fees or commission charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services. The cost of materials or supplies is not counted in this instance.

7. The following types of fees or commissions paid to DBE subcontractors, brokers, and packagers may be counted, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work including:
 - a. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract;
 - b. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies.

- c. Fees and commissions charged for providing any insurance specifically required for performance of the contract.

E. Assurances and Contractor Obligations

1. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as SANDAG deems appropriate. Each subcontract agreement signed by the Contractor must include this assurance.
2. The Contractor shall include in each subcontract the Contractors signs with a subcontractor language providing for the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.
3. Performance of Subcontractors: The subcontractors listed by the Contractor listed in the Bidder/Proposer DBE Information and Subconsultant List forms, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources. The Contractor should notify SANDAG in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.
4. In the event the Contractor identifies additional DBE subcontractors not previously identified by Contractor for race-neutral DBE participation under the contract, Contractor shall notify SANDAG in writing in a timely manner. Such notification will enable SANDAG to capture all race-neutral DBE participation. Contractor shall submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work.
5. The Contractor shall not make any falsification of a subcontract agreement as to subcontractor's name, subcontract amount, and/or actual work to be performed by DBE firms.
6. As with all subcontractors, timely payment of all monies due and owing to DBE subcontractors in accordance with the prompt payment provisions.
7. The Contractor is responsible for verifying and monitoring the eligibility certification status of its DBE subcontractors and suppliers during the term of the Contract.
8. Noncompliance by the Contractor with the requirements of the Regulations is a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedy as SANDAG deems appropriate.
9. Contractor and subcontractors are encouraged to use services offered by financial institutions owned and controlled by DBEs.

F. Commercially Useful Function Standards

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, SANDAG will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, SANDAG must examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, one must presume that it is not performing a commercially useful function.
4. When a DBE is presumed not to be performing a commercially useful function as provided in the previous bullet, the DBE may present evidence to rebut this presumption. SANDAG may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
5. SANDAG's decisions on commercially useful function matters are subject to review by FTA, FHWA and Caltrans.

G. DBE "Fronts" and Frauds

Only legitimate DBEs are eligible to participate in any federally funded contract. Therefore, bidders are cautioned against knowingly and willingly using "fronts" or doing business with DBEs in a manner, which could compromise the DBE's continued eligibility and DBE participation credit. The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline (800) 424-9071.

H. Prompt Payment

The Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by SANDAG. The 10-days is applicable unless a longer period is agreed in writing. Any delay or postponement of payment over 30 days may take place only for

good cause and with SANDAG's prior written approval. This clause applies to both DBE and non-DBE subcontractors.

SANDAG shall hold a ten percent (10%) retention from all payments due to Consultant. SANDAG shall promptly pay retention amounts to Consultant based upon acceptance of all work under this Agreement and receipt of a final invoice and all required documentation from Consultant. Consultant or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted by SANDAG, including incremental acceptances of portions of the contract work. Federal Regulation 49 CFR 26.29 requires that any delay or postponements of payment over 30 days may take place only for good cause and with SANDAG's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor for deficient subcontractor performance or noncompliance by a subcontractor. This Section applies to both DBE and non-DBE prime contractors and subcontractors.

VIII. MISCELLANEOUS

A. Taxes

SANDAG is not exempt from sales taxes.

B. Environmental Violations

For all contracts and subcontracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FHWA and to the USEPA Assistant Administrator for Enforcement (EN0329).

The Contractor and suppliers shall submit evidence that the governing air pollution criteria will be met. This evidence will be retained for on-site examination by FHWA.

C. Energy Efficiency

The Contractor shall comply with the California State Energy Conservation Act issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

D. Prohibited Interests

No member, officer, or employee of a local public body, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member or delegate to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

E. Buy America

The bidder's attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto and set forth in Federal Form 1273. Information on "Buy America" requirements is available for review at the SANDAG office. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

F. Statement of Eligibility

The Contractor shall execute the Statement of Eligibility included in this Exhibit.

The Contractor shall have executed by its subcontractors a Subcontractor's Statement of Eligibility for each designated subcontractor. All Subcontractor's Statement of Eligibility forms will be made a part of the Agreement.

G. Clean Air and Water Requirements

The Contractor shall comply with Section 508 of the federal Clean Water Act and Section 306 of the federal Clean Air Act.

H. Debarred Bidders (49 CFR PART 29)

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the recipient whether or not it is or has been on any debarred bidder's list maintained by the United States Government. Should the Contract be included on such a list during the performance of this project, it shall so inform the recipient.

The Contractor shall include in all contracts with designated subcontractors, an obligation to declare whether or not the subcontractor, including any of its officers or holders of a controlling interest, is or has been on any debarred bidder's list maintained by the United States Government. Should the subcontractor be included on such a debarred bidder's list in the past, is now on such a list, or is placed on such a list during the performance of this contract, it shall so inform the Contractor.

The Contractor shall notify SANDAG of any subcontracts with debarred contractors.

I. Audit and Inspection of Records

The Contractor agrees that SANDAG, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after grantees make final payments and all other pending matters are closed.

J. Privacy

To the extent that the Contractor at any tier, any subcontractor at any tier, or their employees administers any system of records on behalf of the Federal Government, the Contractor at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. Section 552 (the Privacy Act).

K. Energy Conservation

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conversation Act, 42 U.S.C. Section 6321 et seq.

L. Access Requirements for Persons with Disabilities

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following federal regulations including any amendments thereto:

- DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal financial Assistance," 49 C.F.R. Part 27;
- DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for transportation Vehicles," 49 C.F.R. Part 38;
- DOT regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- DOT regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

M. Federal Changes

The Contractor shall at all times comply with all applicable FHWA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in Federal Form 1273 or this Agreement, 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.

N. Subletting or Assigning the Contract

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

O. Safety: Accident Prevention

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

P. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification - Primary Covered Transactions (Applicable to all Federal-aid contracts - 49 CFR 29):

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is

later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Q. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal 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;
3. 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 ; and
4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

R. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

1. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- S. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- T. Certification Regarding Use of Contract Funds for Lobbying
- (Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)**
1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

- continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. 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.
2. 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 31 U.S.C. 1352. 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.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Attachments:

- Equal Employment Opportunity Certification (Standard Federal Provisions (FHWA) - Attachment 1)
- Public Contract Code Section 10162 Questionnaire (Standard Federal Provisions (FHWA) - Attachment 2)
- Debarment and Suspension Certificate – Title 49, Code of Federal Regulations, Part 29 – Statement of Eligibility (Standard Federal Provisions (FHWA) - Attachment 3)
- Public Contract Code Section Statements (Standard Federal Provisions (FHWA) - Attachment 4)
- Buy America Certificate (Standard Federal Provisions (FHWA) - Attachment 5)
- Additional Information for Buy America Certificate (Standard Federal Provisions (FHWA) - Attachment 6)
- Noncollusion Affidavit (Standard Federal Provisions (FHWA) - Attachment 7)
- Certification of Restrictions on Lobbying (Standard Federal Provisions (FHWA) - Attachment 8)
- Disclosure of Lobbying Funds (Standard Federal Provisions (FHWA) - Attachment 8-1)
- Instructions for Completion of SF-LLL Disclosure of Lobbying Activities (Standard Federal Provisions (FHWA) - Attachment 8-2)

STANDARD FEDERAL PROVISIONS (FHWA) – ATTACHMENT 1
EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION

The bidder hereby certifies that it and its proposed subcontractors

☐ Have

☐ Have Not

(MUST CHECK ONE)

participated in a previous contract or subcontract subject to the equal opportunity clause as required by Executive Orders 10925, 11114, or 11246, and that, where required, they have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Name of Contractor

Printed name and Title of Signatory

Signature

Date

STANDARD FEDERAL PROVISIONS (FHWA) – ATTACHMENT 2
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES ☐ NO ☐

If the answer is yes, explain the circumstances in the following space.

Name of Firm

Printed name and Title of Signatory

Signature

Date

STANDARD FEDERAL PROVISIONS (FHWA) – ATTACHMENT 3**DEBARMENT AND SUSPENSION CERTIFICATE
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
STATEMENT OF ELIGIBILITY**

_____ hereby certifies that except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, 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 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 years.
- is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts.

Bidder hereby further certifies that bidder has contacted designated subcontractor(s) as listed on the Designation of Subcontractors form and the subcontractors have advised the bidder they

- are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- have not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years;
- do not have a proposed debarment pending; and
- have 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 years.
- are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts.

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

Name of Firm

Printed name and Title of Signatory

Signature

Date

STANDARD FEDERAL PROVISIONS (FHWA) – ATTACHMENT 4
PUBLIC CONTRACT CODE SECTION STATEMENTS**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

☐ has ☐ has not

(MUST CHECK ONE)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Firm

Printed name and Title of Signatory

Signature

Date

STANDARD FEDERAL PROVISIONS (FHWA) – ATTACHMENT 5
BUY AMERICA CERTIFICATE

ALTERNATIVE A
CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The Contractor hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and amendments thereto and the regulations in 23 CFR 635.

Name of Contractor

Signature of Contractor

Date

ALTERNATIVE B

The Contractor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and amendments thereto and regulations in 23 CFR 635.

Name of Contractor

Signature of Contractor

Date

NOTE: COMPLETE EITHER ALTERNATIVE A OR B - DO NOT COMPLETE BOTH.

Standard Federal Provisions (FHWA) – Attachment 6**Additional Information for Buy America Certificate – Alternative B**

The Contractor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165 of the Surface Transportation Assistance Act and amendments thereto and regulations in 23 CFR 635.

Item No.	Description	Type of Waiver Requested by No. (1)	Indicate Rolling Stock or Nonrolling Stock	Description of Foreign Components of Item	Unit Procurement Cost of Foreign Components

Notes: (1) For "Type of Waiver Requested," See Buy America, Section 7-5.8. List Type 1, 2, 3 or 4.

(2) Contractor must complete either Alternative A or B Buy America Certificate

Name of Contractor

Signature of Contractor

Date

STANDARD FEDERAL PROVISIONS (FHWA) – ATTACHMENT 7
NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, Contractor declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Contractor has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid; and has not, directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.

Name of Contractor

Printed name and Title of Signatory

Signature

Date

STANDARD FEDERAL PROVISIONS (FHWA) – ATTACHMENT 8
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The CONTRACTOR hereby certifies that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is 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.

Executed this _____ day of _____, 20_____.

Name of Contractor

Printed name and Title of Signatory

Signature

Date

Standard Federal Provisions (FHWA) – Attachment 8-1

Disclosure of Lobbying Activities

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

1. Type of Federal Action ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		10. b. Individuals Performing Services (including address if different from No. 10a)
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply); ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

STANDARD FEDERAL PROVISIONS (FHWA) – ATTACHMENT 8-1
DISCLOSURE OF LOBBYING ACTIVITIES – CONTINUATION SHEET

Reporting Entity: _____ Page
_____ of _____

STANDARD FEDERAL PROVISIONS (FHWA) – ATTACHMENT 8-2

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full 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 first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10. A. Enter the full name, address, city, state, and zip code of the lobbying entity 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 10A. Enter last name, first name, middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.

SUBCONSULTANT LIST – RFP ATTACHMENT 4

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

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

BIDDERS LIST – RFP ATTACHMENT 5

Bidder/Proposer: _____

IFB/RFP Number: _____

The U.S. Department of Transportation (DOT) requires SANDAG to create and maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose, or quote on SANDAG’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The Bidder/Proposer is to complete all requested information for every firm who bid, proposed, or submitted a quote, including the primary Bidder/Proposer, and submit the “Bidders List” with their bid/proposal or within the timeline specified in the bid/proposal documents. SANDAG will utilize this information to assist in the Overall Annual DBE goal setting process or establishment of an overall AADPL. ***The “Bidders List” content will not be considered in evaluating the bid/proposal or determining award of any contract.***

<i>Prime Bidder/Proposer Information:</i>	
Name of Prime’s Firm:	Phone: ()
Firm Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm’s annual gross receipts last year:
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million

Provide the following information for every firm (DBE and non-DBE) that bid, proposed or submitted a quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:	
Firm Name:	Phone: ()
Firm Address:	Fax: ()
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year:
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million

If necessary, this “Bidders List” can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal, or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder/Proposer to submit the required form will deem the Bidder/Proposer non-responsive.

**ELIGIBILITY CERTIFICATION FOR FEDERALLY FUNDED CONTRACTS –
RFP ATTACHMENT 6**

The award of this contract is subject to a financial assistance contract between the San Diego Association of Governments (SANDAG) and the U.S. Department of Transportation. Any name appearing on the Comptroller General's list of ineligible Consultants for federally financed or assisted contracts is not eligible for this contract.

The Bidder/Proposer hereby certifies that neither the Bidder/Proposer nor any of its officers or holders of a controlling interest are on the U.S. Comptroller General's list of ineligible Consultants for federally funded and assisted contracts. In the event any of the above persons or parties become included on such a list during the performance of this project, SANDAG shall be promptly informed of this fact.

Name of Firm

Printed name and Title of Signatory

Signature

Date

CONSULTANT SHORT-LIST EVALUATION FORM – RFP ATTACHMENT 7

(Next Page)

**SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)
CONSULTANT SHORT-LIST EVALUATION FORM**

Consultant: _____

Contract No.: 5001021 Description: Onboard Transit Passenger Survey

Criteria	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
1. PERSONNEL QUALIFICATIONS - Qualifications and relevant individual experience (surveyors, survey supervisors, data entry personnel, survey coders, and data analysts, etc.) - Unique qualification of key personnel - Time commitment of key members - Staff Availability	2.0		
2. PROJECT EXPERIENCE - Demonstrated capability on similar transit passenger survey projects - Management and scheduling abilities - Demonstrated experience in managing large-scale data projects, with similar data entry, coding, editing, and quality control requirements - Quality and cost control	2.0		
3. PROPOSED METHODOLOGY AND APPROACH TO WORK - Demonstrated knowledge of the work required - Sampling plan and scheduling - Data management plan - Explanation of the project or services required - Approach and proposed methodology to project scope - Innovative approaches and internal measures for timely completion of project	3.0		
4. General Quality of Proposal Submittal - Outline submitted in accordance with Proposal Requirements - Submittal is clear and concise - Submittal is thorough and complete	2.0		
5. ADDITIONAL INFORMATION - Staffing capability, workload, and record of meeting schedules on similar projects - Ability to adept to unexpected work - Feasibility of oversight, ability and willingness to respond to SANDAG requirements, and accessibility to SANDAG reviewers.	1.0		
Total			

Comments (continue on reverse if necessary):

I certify that I have performed an independent evaluation of the above named consultant. I further certify that I have not engaged in discussions within the last year with the above-named consultant regarding my future employment with said consultant and that neither I nor anyone in my household has received income from any of the bidders/proposers during the last 12 months.

**SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)
CONSULTANT SHORT-LIST EVALUATION FORM**

Signature of Evaluator: _____

Date: _____

Printed Name of Evaluator: _____

Checked by: _____

Date: _____

CONSULTANT INTERVIEW EVALUATION FORM – RFP ATTACHMENT 8

(Next Page)

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)
CONSULTANT INTERVIEW EVALUATION FORM

Consultant: _____

Contract No.: 5001021 _____ Description: Onboard Transit Passenger Survey

Criteria	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
1. PERSONNEL QUALIFICATIONS - Qualifications and relevant individual experience (surveyors, survey supervisors, data entry personnel, survey coders, and data analysts, etc.) - Unique qualification of key personnel - Time commitment of key members - Staff Availability	1.0		
2. PROJECT EXPERIENCE - Demonstrated capability on similar transit passenger survey projects - Management and scheduling abilities - Demonstrated experience in managing large-scale data projects, with similar data entry, coding, editing, and quality control requirements - Quality and cost control	2.0		
3. PROPOSED METHODOLOGY AND APPROACH TO WORK - Demonstrated knowledge of the work required - Sampling plan and scheduling - Data management plan - Explanation of the project or services required - Approach and proposed methodology to project scope - Innovative approaches and internal measures for timely completion of project	2.0		
4. COST OR BEST VALUE - Ranking of comparative costs among short-listed firms - Value for services offered	1.0		
5. INTERVIEW QUESTIONS - Demonstrated knowledge of the work required - Appropriate responses to questions	3.0		
6. REFERENCES* Record of producing a quality product on similar projects on time and within budget	1.0		
<i>*All panel members must enter a zero (0) for all interviewed Consultants if time did not allow for reference checks or if the reference checks were not completed on <u>all</u> the Consultants.</i>			Total

Comments (continue on reverse if necessary):

I certify that I have performed an independent evaluation of the above named consultant. I further certify that I have not engaged in discussions within the last year with the above-named consultant regarding my future employment with said consultant and that neither I nor anyone in my household has received income from any of the bidders/proposers during the last 12 months.

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)
CONSULTANT INTERVIEW EVALUATION FORM

Signature of Evaluator: _____

Date: _____

Printed Name of Evaluator _____

Checked by: _____

Date: _____

**CONSULTANT SHORT-LIST EVALUATION WITH NO INTERVIEWS FORM –
RFP ATTACHMENT 9**

(Next Page)

CONSULTANT SHORT LIST EVALUATION WITH NO INTERVIEWS FORM

Consultant: _____

Contract No.: 5001021 Description: Onboard Transit Passenger Survey

Criteria	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
1. PERSONNEL QUALIFICATIONS - Qualifications and relevant individual experience (surveyors, survey supervisors, data entry personnel, survey coders, and data analysts ...etc) - Unique qualification of key personnel - Time commitment of key members - Staff availability	1.0		
2. PROJECT EXPERIENCE - Demonstrated capability on similar transit passenger survey projects - Management and scheduling abilities - Demonstrated experience in managing large-scale data projects, with similar data entry, coding, editing, and quality control requirements - Quality and cost control	2.0		
3. PROPOSED METHODOLOGY AND APPROACH TO WORK - Demonstrated knowledge of the work required - Sampling plan and scheduling - Data management plan - Explanation of the project or services required - Approach and proposed methodology to project scope - Innovative approaches and internal measures for timely completion of project	3.0		
4. General Quality of Proposal Submittal - Outline submitted in accordance with Proposal Requirements - Submittal is clear and concise - Submittal is thorough and complete	1.0		
5. COST OR BEST VALUE - Ranking of comparative costs among short-listed firms - Value for services offered	2.0		
6. REFERENCES* Record of producing a quality product on similar projects on time and within budget	1.0		
*All panel members must enter a zero (0) for all interviewed Consultants if time did not allow for reference checks or if the reference checks were not completed on <u>all</u> the Consultants.			Total

Comments (continue on reverse if necessary):

I certify that I have performed an independent evaluation of the above named consultant. I further certify that I have not engaged in discussions within the last year with the above-named consultant regarding my future employment with said consultant and that neither I nor anyone in my household has received income from any of the bidders/proposers during the last 12 months.

CONSULTANT SHORT LIST EVALUATION WITH NO INTERVIEWS FORM

Signature of Evaluator: _____

Date: _____

Printed Name of Evaluator _____

Checked by: _____

Date: _____

COST ESTIMATE FORM – RFP ATTACHMENT 10-1 (TASK ORDER 1)

PROJECT: Onboard Transit Passenger Survey

PRIME CONSULTANT: _____

Combined Overhead (%) = 0%

Fee (%) = 0%

		<u>HOURS</u>	<u>ACTUAL RATE/HR</u>	<u>*LOADED RATE/HR</u>	<u>LABOR AMOUNT</u>	<u>**ODC's</u>	<u>TOTAL</u>
Task 1	Development of Roles, Scope, Process, and Procedures						
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal:	0			\$0.00	\$0.00	\$0.00
Task 2	Hire and Train Surveyors and Data Editors						
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal:	0			\$0.00	\$0.00	\$0.00
Task 3	Pre-test Survey Form and Procedures						
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal:	0			\$0.00	\$0.00	\$0.00
SUBTOTAL:		0			\$0.00	\$0.00	\$0.00
***SUBCONSULTANT:		0			\$0.00	\$0.00	\$0.00
TOTAL PROJECT COST:						\$0.00	

Other Direct Costs (Prime Consultant)	Number	Unit Cost	Subtotal
* Per Caltrans Travel and Expense Guide			
Travel (subject to 50 mile Radius Rule) (Airfare, Ground Transportation, Lodging, Meals ...etc.)			
Other Direct Expenses (Report, postage, phone..... etc.)			
Total Other Direct Costs:			

COST ESTIMATE FORM – RFP ATTACHMENT 10-1 (CONTINUED)

PROJECT: Onboard Transit Passenger Survey

SUBCONSULTANT: _____

Combined Overhead (%) = 0%

Fee (%) = 0%

		<u>HOURS</u>	<u>ACTUAL RATE/HR</u>	<u>*LOADED RATE/HR</u>	<u>LABOR AMOUNT</u>	<u>**ODC's</u>	<u>TOTAL</u>
Task 1 Development of Roles, Scope, Process, and Procedures							
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal:	<u>0</u>			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Task 2 Hire and Train Surveyors and Data Editors							
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal:	<u>0</u>			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Task 3 Pre-test Survey Form and Procedures							
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification	0	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal:	<u>0</u>			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
SUBTOTAL:							
		<u>0</u>			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Other Direct Costs (Subconsultant)	Number	Unit Cost	Subtotal
* Per Caltrans Travel and Expense Guide			
Travel (subject to 50 mile Radius Rule) (Airfare, Ground Transportation, Lodging, Meals ...etc.)			
Other Direct Expenses (Report, postage, phone..... etc.)			
Total Other Direct Costs:			

COST ESTIMATE FORM – RFP ATTACHMENT 10-1 (INSTRUCTIONS)

1. Combined Overhead Percentage – Combined percentage total of all company overhead costs (e.g. fringe benefits, overhead, general administration, etc.)
2. Fee/Profit – Insert the fee/profit to be charged. This fee/profit will be a negotiable item.
3. Hours- Insert the total hours for each staff member for each Project Task listed above.
4. Actual Rate/HR – The current hourly rate for each assigned staff person.
5. Loaded Rate/HR – The loaded hourly rate calculation is as follows: (assumes that combined company overhead of 167.54% and a fee/profit of 9% and that the actual hourly rate is \$30.75)

$$\begin{array}{rcll} \text{Actual Hourly Rate} \times \text{Combined Overhead \%} & = & & \text{(A)} \\ \$30.75 \times 1.6754 & & = & \$51.518 \text{ (rounded to \$51.52)} \end{array}$$

$$\begin{array}{rcll} \text{Actual Hourly Rate} + \text{(A)} & = & & \text{(B)} \\ \$30.75 + \$51.52 & = & & \$82.27 \end{array}$$

$$\begin{array}{rcll} \text{(B)} \times \text{Fee \%} & = & & \text{(C)} \\ \$82.27 \times 0.09 & = & & \$7.404 \text{ (rounded to \$7.40)} \end{array}$$

$$\begin{array}{rcll} \text{(B)} + \text{(C)} & = & & \text{Loaded Rate} \\ \$82.27 + \$7.40 & = & & \$89.67 \end{array}$$

6. Total – Total cost for each assigned staff person. This amount is calculated by multiplying the total hours times the Loaded Rate/HR
7. Staff Name/Classification – Insert name(s) of company staff that will be performing services on the various project tasks listed.
8. Total Other Direct Costs (ODCs) – e.g., copying, material costs, travel, lodging, meals, mileage, car rental, etc., for each specified Task. Proposers are to detail these ODCs in the ODC table. All ODCs will be at actual cost per receipt or as allowed (whichever is less) by Caltrans as set forth in the Caltrans Travel and Expense Guide (see- www.dot.ca.gov/hq/asc/travel/ch12/consultant.htm)
9. Grand Total Amount - Total Labor Cost + Other Direct Cost

COST ESTIMATE FORM – RFP ATTACHMENT 10-2

(3)	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	61.10% +	23.19% +	83.25% =	(4a) 167.54%
OVERTIME	61.10% +	23.19% +	83.25% =	(4b) 167.54%
		(5) FEE% 9.00%	(6) Multiplier 2.9162	

BILLING INFORMATION – Schedule A

(7) Name/Company Classification	(8) Contract Classification/Title	(9) Actual Hourly Rate (or Range)		(10) Effective Date of Hourly Rate		(11) Escalation Increase (%)	(12) Loaded Hourly Billing Rates (Straight)		(12) Loaded Hourly Billing Rates (Overtime)		(13) Average Hourly Billing Rates
		Min	Max	From	To	(%)	Min	Max	Min	Max	
Person 1	Principal		\$42.50	6/1/06	12/31/06	0.0%		\$123.94		N/A	N/A
				1/1/07	12/31/07	4.0%		\$128.90		N/A	N/A
				1/1/08	12/31/08	4.0%		\$134.05		N/A	N/A
Person 2	Project Manager		\$57.12	6/1/06	12/31/06	0.0%		\$166.57		N/A	N/A
				1/1/07	12/31/07	4.0%		\$173.24		N/A	N/A
				1/1/08	12/31/08	4.0%		\$180.16		N/A	N/A
Person 3	Office Manager		\$42.50	6/1/06	12/31/06	0.0%		\$123.94		N/A	N/A
				1/1/07	12/31/07	4.0%		\$128.90		N/A	N/A
				1/1/08	12/31/08	4.0%		\$134.05		N/A	N/A
Person 4	Data Manager		\$42.25	6/1/06	12/31/06	0.0%		\$131.96		N/A	N/A
				1/1/07	12/31/07	4.0%		\$137.24		N/A	N/A
				1/1/08	12/31/08	4.0%		\$142.73		N/A	N/A
Person 5	Field Supervisor / Quality Control		\$45.00	6/1/06	12/31/06	0.0%	\$102.07	\$131.23	\$153.10	\$196.84	\$116.65
				1/1/07	12/31/07	4.0%	\$106.15	\$136.48	\$159.22	\$204.72	\$121.31
				1/1/08	12/31/08	4.0%	\$110.40	\$141.94	\$165.59	\$212.90	\$126.17
Data Administrator	Data Administrator (Rate Range)	\$24.45	\$34.50	6/1/06	12/31/06	0.0%	\$74.22	\$100.61	\$111.33	\$150.91	\$87.41
				1/1/07	12/31/07	4.0%	\$77.19	\$104.63	\$115.78	\$156.95	\$90.91
				1/1/08	12/31/08	4.0%	\$80.27	\$108.82	\$120.41	\$163.23	\$94.55
Surveyors	Surveyors (Rate Range)	\$21.00	\$25.00	6/1/06	12/31/06	0.0%	\$61.24	\$72.90	\$91.86	\$109.36	\$67.07
				1/1/07	12/31/07	4.0%	\$63.69	\$75.82	\$95.53	\$113.73	\$69.76
				1/1/08	12/31/08	4.0%	\$66.24	\$78.85	\$99.36	\$118.28	\$72.55

1. An asterisk (*) shall indicate prevailing wages. For employees subjected to prevailing wages, the higher of the actual hourly rate or the base prevailing wage rate shall be used as the basis to calculate the loaded hourly rate.
2. Team Members subject to FLSA are not eligible for overtime.

SCHEDULE OF OTHER DIRECT COST ITEMS

DESCRIPTION OF ITEMS	UNIT	COST

If an Item listed on the ODC sample form is captured in the Consultant's Overhead Percentages, the Consultant should note "not applicable" (N/A) in that section.

COST ESTIMATE FORM – RFP ATTACHMENT 10-2 (INSTRUCTIONS)

SANDAG's Contracts and Procurement Department will only work directly with the Prime Consultant concerning the Agreement and the Cost Proposal Instructions. The Prime Consultant must work with its subconsultant(s) to develop the Cost Proposal. The Prime Consultant is responsible for obtaining valid cost proposal information and/or forms from its subconsultant(s). These instructions are guidelines to complete the Cost Proposal.

Audit Review of Cost Proposal - The Consultant's Cost proposal may be subject to an audit review by a SANDAG approved auditor.

- To assist audit personnel, the Prime Consultant will provide a contact person's name, telephone number, fax number, and e-mail address for itself and each subconsultant.
- For each subconsultant the Prime will provide the estimated total percentage(s) of the work anticipated to be performed by the subconsultant.
- When submitting the Cost Proposal, the subconsultant information may be submitted in a "cover letter" and/or on a separate page.
- If a revised cost proposal is required of the Prime and subconsultants as a result of audit findings or cost negotiations, the Consultant will provide a new cost proposal with all requested revision(s) and a revised date. The revised cost proposal date will be the same for the prime and subconsultants and the revised date will be on each page of the revised cost proposal.

Instructions for completing the Cost Proposal are enumerated on the Sample Cost Proposal (#) as follows:

1. The Prime and subconsultants' Cost Proposal must be submitted in the format of the Sample Cost Proposal, RFP Attachment 10-2.
2. On the right-hand side of the page indicate the contract number(s), the attachment letter, the firm's name, date prepared, and page number of numbers (i.e., 1 of 6, 2 of 6, 3 of 6, etc.).
3. In the middle, center of the page, indicate the firm's percentages for the fringe benefits, overhead, and general administration for normal and overtime percentages. The firm's fringe benefits, overhead, and general administration percentages are subject to audit review/approval.
4. **Combined %** - The combined percentage is the addition of the fringe benefit, overhead, and general administration percentage for both Normal and Overtime percentages. Provide combined percentages rates separately for "Normal" and Overtime" hours.

The combined percentage figures for “Normal” and “Overtime” hours may remain the same if the firm’s business practice does not accumulate overhead costs separately for “Normal” and “Overtime” hours.

5. **Fee (%)** - As a separate line item, indicate the fee percentage proposed. It should be noted that the fee percentage is subject to negotiation.
6. **Multiplier** – Consultant will list their Normal Multiplier based on their combined overhead and Fee.
7. **Name & Company Classification** - For each key team member that are listed on the Prime Consultant’s organization chart and all senior level staff, list their name, company title, and corresponding contract title.
8. **Contract Classification/Title** - The contract classification or title should be descriptive of the function the team member will perform for the project.

For the Cost Proposal Billing Information – Schedule B only – For all other employees (i.e., support staff, non-professional) list their name, company classification, and the contract classification. When the Consultant has a “pool” of employees that can perform the necessary tasks and will randomly select individuals to perform the work, the “contract classification” and “hourly range for class” may be utilized. In addition, the Consultant may separate these contract classifications to a maximum of two to three experience levels. See Appendix A for examples of the contract titles, contract classifications, and classification experience levels.

The listing of specifically “named individuals” versus “classification only” is an issue that may be discussed and decided at the cost negotiation meeting. Employees/classifications that are subject to prevailing wage requirements should be annotated with an asterisk (*).

9. **Actual Hourly Rate (or Range)** - Where a specific employee is named, provide the “Actual Hourly Rate” and the effective dates of the rate. The Consultant should use the advertisement date for the employee’s actual hourly rate to begin the first year (initial) effective date.

Where contract classifications are shown, list the low (minimum) and high (maximum) end of the range.

10. **Effective Dates of Hourly Rates** - The “Effective Date of Hourly Rates” should cover the period of the contract. If the contract is for three year duration, the Consultant should list each year on a separate line for each named individual and/or classification (see sample cost proposal). The effective dates may have to be revised depending on when the contract is actually executed.
11. **Escalation Increase** - If escalations are anticipated during the contract period, provide the estimated escalations percentage. If the contract period will be for more than one year, the Prime and its Subconsultant(s) should indicate the anticipated escalation percentage for each individual/classification listed. Escalation increases are subject to negotiation and Caltrans audit review/approval or as listed in the solicitation.
12. **Loaded Hourly Billing Rates** - Under “Loaded Hourly Billing Rates,” the firm will list the “Straight” and “Overtime” rates for all named and/or unnamed contract classifications. To complete the “Loaded Hourly Billing Rates” section combines the applicable hourly wage rate with the combined overhead and fixed fee percentages. Consultant will use Multiplier 1 to

calculate the loaded hourly billing rates. Below is the formula for calculating the “loaded rate” (with example figures):

$$\begin{array}{rcl}
 \text{Actual/Average Hourly Rate} & \times & \text{Combined \%} & = & \text{(A)} \\
 \$30.75 & \times & 1.6754 & = & \$51.518 \text{ } (\$51.52) \\
 \\
 \text{Actual/Average Hourly Rate} & + & \text{(A)} & = & \text{(B)} \\
 \$30.75 & + & \$51.52 & = & \$82.27 \\
 \\
 \text{(B)} & \times & \text{Fee \%} & = & \text{(C)} \\
 \$82.27 & \times & 0.09 & = & \$7.404 \text{ } (\$7.40) \\
 \\
 \text{(B)} & + & \text{(C)} & = & \text{Loaded Rate} \\
 \$82.27 & + & \$7.40 & = & \$89.67
 \end{array}$$

Overtime may be “not applicable” (N/A) for some of the classifications. Typically those classifications are Executive, Administrative, Professional, out-side Sales Personnel, Owners, Owner’s Parents, Spouses, and their Children, etc. Overtime is completed with a “N/A” for exempt employees and with a figure for employee(s) subject to the Fair Labor Standards Act.

13. **Average Hourly Billing Rate** - With specifically named employee, the “Average Hourly Range for Class” should indicate “not applicable” (N/A). With the contract classification only, provide the “Average Hourly Range for Class” rate for that classification.

Where only the contract classification is listed, provide the “Average Hourly Rate” for the general classification. The “Average Hourly Rate” is calculated by adding the actual hourly salaries for the individuals in the “pool” and then dividing by the number of individuals in the pool. If the Consultant’s “employee pool” has five individuals that the firm will be utilizing, the five actual hourly salaries would be added and divided by five to obtain the “Average Hourly Rate.” The actual range limits is an issue that may be discussed and decided at the cost negotiation meeting.

Consultant will list the employee’s actual salary and years of experience on the Consultants’ Cost Proposal Billing Information – Schedule B. These rates will be used to determine the contract level and range. For the Task Orders and Invoices, the Contract Manager will pay the “actual salary rate” for the individual that is utilized from the “employee pool” but not higher than the maximum of the contract classification range.

14. **Other Direct Costs** - Utilizing the format of the sample “Schedule of Other Direct Cost Items” (RFP Attachment 10-2) attached, indicate any anticipated “Other Direct Cost” (ODC) items, including in-house billing rates. Each Consultant is responsible for billing SANDAG for their ODCs at “actual” cost, without any additional markup or profit. ODCs are subject to Caltrans audit review/approval.

- In-house billing rates are generally for those services provided by the Consultant rather than by an outside vendor. For example, a Consultant may perform all of its reprographic work in-house and bill at an established per page billing rate. The established in-house billing rate should be supported and based on actual costs incurred by the Consultant. Or, a Consultant may send out their reprographic work and pay an outside vendor. ODC items

are expenditures that are directly related to the contract/project, which are not captured in the Consultant's Overhead Percentages.

- If part of the contracted work is to be subcontracted, the Consultant will submit ODCs for each Subconsultant.
- Only one ODC sheet should be included with the Prime Consultant's cost proposal that combines the Prime's and subconsultants' ODC items. Normally, ODC items will vary from Consultant to Consultant depending on the Accounting method utilized by the Consultant; the ODC items listed on the "sample" form may vary from one Consultant to another. If an item listed on the ODC sample form is captured in the Consultant's Overhead Percentages, the Consultant should note "not applicable" (N/A) in that section.
- Reimbursement for transportation and subsistence costs will not exceed the rates to be paid nonrepresented/excluded State of California employees under current State Department of Personnel Administration rules detailed in the Caltrans Travel and Expense Guide.

RIDERSHIP PROFILE – RFP ATTACHMENT 11

FY 2007 WEEKDAY SYSTEM RIDERSHIP PROFILE / SAN DIEGO REGION

Route	Month Counted	# of Trips	# of Passengers	Revenue Miles	Passengers Per Mile	Passenger Miles	Avg. Trip Length (Miles)	Revenue Hours	Passengers Per Hour	Passenger Hours	Avg. Trip Length (Minutes)	Passenger Miles Per Seat Mile	Passenger Miles Per Gal-Fuel	Vehicle Speed (MPH)
SDTC														
1	Spring '07	128	4,761	1,369	3.48	13,361	2.81	155.5	30.6	1,517.3	19.1	0.22	17.8	8.8
2	Spring '07	169	5,507	1,061	5.19	11,425	2.07	134.2	41.0	1,445.2	15.7	0.24	19.6	7.9
3	Spring '07	120	6,585	1,132	5.82	14,815	2.25	141.3	46.6	1,849.8	16.9	0.30	23.8	8.0
4	Spring '07	68	2,650	748	3.54	8,245	3.11	66.8	39.7	736.3	16.7	0.25	20.1	11.2
5	Spring '07	125	2,905	577	5.03	5,883	2.03	63.1	46.0	643.8	13.3	0.23	18.6	9.1
6	Spring '07	63	1,760	495	3.55	7,557	4.29	59.1	29.8	902.1	30.8	0.35	27.8	8.4
7	Spring '07	208	11,759	2,044	5.75	32,981	2.80	245.7	47.9	3,963.9	20.2	0.37	29.4	8.3
8	Spring '07	69	1,828	840	2.18	6,756	3.70	73.1	25.0	587.6	19.3	0.18	14.6	11.5
9	Spring '07	69	1,730	807	2.14	6,633	3.83	71.2	24.3	585.3	20.3	0.19	15.0	11.3
10	Spring '07	129	4,681	1,175	3.98	14,545	3.11	122.4	38.2	1,515.4	19.4	0.28	22.5	9.6
11	Spring '07	146	8,727	2,621	3.33	31,436	3.60	240.0	36.4	2,878.3	19.8	0.27	21.8	10.9
13	Spring '07	122	3,404	913	3.73	9,094	2.67	88.6	38.4	881.9	15.5	0.23	18.1	10.3
14	Spring '07	66	1,566	1,294	1.21	6,470	4.13	107.4	14.6	537.0	20.6	0.11	9.1	12.0
15	Spring '07	138	4,668	1,316	3.55	19,605	4.20	129.9	35.9	1,936.4	24.9	0.34	27.1	10.1
20	Spring '07	115	4,317	2,685	1.61	46,644	10.80	162.0	26.6	2,814.5	39.1	0.39	31.6	16.6
27	Spring '07	62	1,343	495	2.71	4,169	3.10	49.9	26.9	419.9	18.8	0.19	15.3	9.9
30	Spring '07	136	5,909	3,031	1.95	44,396	7.51	226.5	26.1	3,318.1	33.7	0.33	26.7	13.4
31	Spring '07	60	602	543	1.11	3,275	5.44	38.8	15.5	233.8	23.3	0.14	11.0	14.0
41	Spring '07	125	3,606	1,496	2.41	18,883	5.24	109.8	32.8	1,386.6	23.1	0.29	23.0	13.6
44	Spring '07	118	3,657	1,282	2.85	15,293	4.18	110.1	33.2	1,314.2	21.6	0.27	21.7	11.6
50	Spring '07	56	1,192	808	1.47	9,854	8.27	51.7	23.0	630.8	31.7	0.28	22.2	15.6
105	Spring '07	70	1,362	785	1.74	6,981	5.13	56.6	24.1	503.3	22.2	0.20	16.2	13.9
120	Spring '07	120	2,952	1,114	2.65	11,101	3.76	96.5	30.6	961.3	19.5	0.23	18.1	11.5
150	Spring '07	55	1,736	910	1.91	17,186	9.90	58.2	29.8	1,098.2	38.0	0.43	34.4	15.6
210	Spring '07	10	300	215	1.39	3,835	12.78	11.4	26.4	202.5	40.5	0.41	32.4	18.9
SDTC TOTALS:		2,647	89,807	29,756	3.01	370,424	4.14	2,669.8	33.5	33,234.8	22.3	0.28	22.7	11.1
CVT														
701	Jan-07	107	2,593	837	3.10	5,070	1.96	71.5	36.3	433.0	10.0	0.17	13.9	11.7
704	Feb-07	57	1,899	761	2.49	6,307	3.32	50.2	37.8	416.0	13.1	0.23	24.5	15.2
705	Feb-07	60	1,019	375	2.72	3,355	3.29	28.3	36.1	253.1	14.9	0.24	20.6	13.3
707	Mar-07	19	241	112	2.15	736	3.05	6.7	36.2	43.6	10.9	0.18	15.1	16.9
709	Feb-07	114	3,474	1,105	3.14	15,513	4.47	78.6	44.2	1,103.3	19.1	0.39	32.3	14.1
712	Jan-07	139	3,292	925	3.56	12,484	3.79	70.7	46.6	954.8	17.4	0.38	33.0	13.1
CVT TOTALS:		496	12,818	4,115	3.04	43,465	3.47	305.9	40.9	3,203.8	15.4	0.29	25.7	13.5
MTS Contract														
18	Feb-07	27	157	199	0.79	528	3.37	9.8	16.1	26.0	9.9	0.13	16.4	20.4
25	Feb-07	28	319	185	1.72	713	2.23	11.7	27.3	45.0	8.5	0.18	27.4	15.8
28	Aug-06	70	1,134	383	2.96	2,830	2.50	28.5	39.9	210.5	11.1	0.19	22.9	13.4
35	Aug-06	71	1,544	332	4.65	3,550	2.30	30.3	51.0	324.2	12.6	0.27	31.4	11.0
48	Nov-06	38	909	355	2.56	2,094	2.30	24.9	36.5	146.9	9.7	0.16	24.9	14.3
49	Dec-06	33	678	284	2.39	1,426	2.10	23.1	29.4	115.8	10.3	0.13	22.6	12.3
83	Aug-06	26	222	122	1.81	402	1.81	11.5	19.3	37.7	10.2	0.14	29.6	10.7
89	Mar-07	16	165	153	1.08	607	3.68	11.0	15.0	43.8	15.9	0.18	32.8	13.9

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FY 2007 WEEKDAY SYSTEM RIDERSHIP PROFILE / SAN DIEGO REGION

Route	Month Counted	# of Trips	# of Passengers	Revenue Miles	Passengers Per Mile	Passenger Miles	Avg. Trip Length (Miles)	Revenue Hours	Passengers Per Hour	Passenger Hours	Avg. Trip Length (Minutes)	Passenger Miles Per Seat Mile	Passenger Miles Per Gal-Fuel	Vehicle Speed (MPH)
115	Feb-07	62	1,464	723	2.02	6,197	4.23	45.9	31.9	393.5	16.1	0.23	38.6	15.8
603	Mar-07	54	1,625	246	6.60	2,674	1.65	22.7	71.7	246.2	9.1	0.30	33.2	10.9
810	Mar-07	16	347	519	0.67	10,670	30.75	17.3	20.1	355.6	61.5	0.37	145.6	30.0
815	Mar-07	63	1,328	259	5.13	2,531	1.91	25.6	52.0	249.8	11.3	0.26	44.0	10.1
816	Apr-07	56	1,147	410	2.80	3,235	2.82	31.1	36.9	245.1	12.8	0.21	35.5	13.2
820	Mar-07	8	166	209	0.80	3,792	22.84	6.9	24.2	124.4	45.0	0.38	90.9	30.5
832	Sep-06	23	373	150	2.49	1,087	2.91	9.7	38.5	70.3	11.3	0.19	32.7	15.5
833	Sep-06	25	296	138	2.15	757	2.56	10.1	29.3	55.6	11.3	0.19	19.1	13.6
834	Feb-07	4	127	53	2.39	649	5.11	4.0	31.6	49.1	23.2	0.47	40.3	13.2
844	Apr-07	15	245	230	1.07	1,352	5.52	11.3	21.7	66.4	16.3	0.21	50.0	20.4
845	Apr-07	45	568	552	1.03	2,423	4.27	32.5	17.5	142.6	15.1	0.16	37.3	17.0
848	Sep-06	64	1,538	588	2.62	5,239	3.41	45.3	34.0	403.3	15.7	0.25	36.8	13.0
850	Mar-07	8	238	195	1.22	5,113	21.48	6.4	37.2	167.9	42.3	0.50	161.7	30.5
851	Feb-07	32	341	227	1.50	1,167	3.42	13.9	24.5	71.5	12.6	0.24	38.8	16.3
854	Mar-07	59	615	372	1.65	2,623	4.26	20.2	30.4	142.6	13.9	0.19	31.5	18.4
855	Jan-07	68	961	398	2.41	2,369	2.46	32.5	29.6	193.3	12.1	0.16	26.8	12.3
856	Sep-06	69	2,126	940	2.26	7,527	3.54	57.3	37.1	458.5	12.9	0.22	34.6	16.4
860	Apr-07	8	282	242	1.17	6,337	22.47	8.9	31.6	234.0	49.8	0.49	163.1	27.1
864	Mar-07	64	1,579	1,363	1.16	11,305	7.16	63.2	25.0	523.8	19.9	0.22	37.3	21.6
870	Mar-07	4	45	70	0.64	520	11.55	3.5	12.8	26.1	34.8	0.17	35.3	19.9
871	Aug-06	33	448	196	2.29	872	1.95	16.9	26.5	75.3	10.1	0.17	17.2	11.6
872	Aug-06	33	493	192	2.57	770	1.56	17.9	27.5	71.9	8.8	0.15	14.1	10.7
874	Apr-07	30	798	300	2.66	2,041	2.56	24.9	32.1	169.5	12.7	0.20	28.3	12.0
875	Apr-07	28	666	284	2.35	1,529	2.30	23.6	28.2	127.2	11.5	0.20	36.4	12.0
878	Mar-07	40	189	44	4.30	238	1.26	5.8	32.6	31.3	9.9	0.23	48.6	7.6
901	Jul06	111	3,851	2,200	1.75	24,506	6.36	126.4	30.5	1,407.7	21.9	0.26	28.6	17.4
904	Aug-06	18	159	44	3.59	185	1.16	5.3	30.1	22.0	8.3	0.20	7.1	8.4
905	Dec-06	92	1,506	854	1.76	10,971	7.28	39.3	38.4	504.5	20.1	0.31	31.8	21.7
916	Feb-07	31	400	291	1.37	1,063	2.66	18.3	21.9	66.6	10.0	0.13	21.3	16.0
917	Feb-07	30	488	266	1.83	1,106	2.27	18.7	26.1	77.8	9.6	0.15	25.3	14.2
921	Mar-07	54	1,007	566	1.78	3,847	3.82	41.0	24.6	278.5	16.6	0.16	17.5	13.8
923	Jul06	70	1,079	624	1.73	5,092	4.72	49.5	21.8	404.2	22.5	0.19	21.0	12.6
926	Mar-07	13	155	138	1.12	411	2.65	9.8	15.8	29.2	11.3	0.13	26.8	14.1
927	Mar-07	13	122	156	0.78	398	3.26	9.5	12.8	24.4	12.0	0.07	8.8	16.3
928	Jan-07	65	1,035	604	1.71	4,603	4.45	39.4	26.3	299.9	17.4	0.28	52.1	15.4
929	Jul06	132	9,060	2,534	3.58	30,878	3.41	226.8	40.0	2,763.9	18.3	0.32	29.1	11.2
932	Oct06	132	7,721	1,951	3.96	21,255	2.75	157.1	49.1	1,711.9	13.3	0.29	24.9	12.4
933	Sep-06	77	4,526	1,216	3.72	11,116	2.46	86.7	52.2	792.1	10.5	0.23	22.5	14.0
934	Sep-06	81	4,407	1,260	3.50	10,153	2.30	93.1	47.3	750.7	10.2	0.21	20.0	13.5
936	Jan-07	64	1,817	629	2.89	3,934	2.17	60.4	30.1	377.8	12.5	0.15	16.1	10.4
955	Aug-06	129	4,923	1,243	3.96	12,083	2.45	113.4	43.4	1,101.9	13.4	0.23	24.7	11.0
960	Jul06	11	332	277	1.20	5,570	16.78	11.1	29.8	224.2	40.5	0.50	49.4	24.9
961	Apr-07	112	1,916	707	2.71	4,514	2.36	50.3	38.1	321.3	10.1	0.18	21.3	14.1
962	Apr-07	61	1,505	510	2.95	4,093	2.72	36.1	41.7	289.9	11.6	0.23	26.5	14.1

FY 2007 WEEKDAY SYSTEM RIDERSHIP PROFILE / SAN DIEGO REGION

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963	Apr-07	61	829	341	2.44	1,829	2.21	26.0	31.9	139.6	10.1	0.15	15.9	13.1
964	Apr-07	57	561	405	1.39	1,322	2.36	27.9	20.1	91.2	9.8	0.14	29.4	14.5
965	Mar-07	28	241	174	1.39	495	2.05	13.3	18.2	37.7	9.4	0.13	22.8	13.1
966	Apr-07	16	49	68	0.72	63	1.29	5.7	8.6	5.3	6.5	0.05	6.0	11.9
967	Apr-07	17	283	147	1.93	710	2.51	11.6	24.5	56.0	11.9	0.21	43.6	12.7
968	Apr-07	17	361	165	2.18	847	2.35	12.9	28.0	66.2	11.0	0.22	46.1	12.8
992	Jul-06	90	1,624	785	2.07	5,021	3.09	71.5	22.7	457.1	16.9	0.29	34.8	11.0
MTS Contract TOTALS:		2,802	73,090	29,065	2.51	261,225	3.57	2,068.9	35.3	18,594.4	15.3	0.25	16.4	14.0
SDTI														
Blue	Oct-06	206	63,031	3,779	16.68	397,305	6.30	186.2	338.6	19,569.7	18.6	0.56	57.7	20.3
Orange	Oct-06	145	27,276	3,032	9.00	148,282	5.44	150.0	181.8	7,337.0	16.1	0.33	34.3	20.2
Green	Oct-06	148	21,581	2,733	7.90	119,205	5.52	109.8	196.5	4,790.0	13.3	0.34	35.3	24.9
SDTI TOTALS:		499	111,888	9,544	11.72	664,793	5.94	446.0	250.9	31,696.8	17.0	0.44	45.6	21.4
INCTD														
301	Jul-06	68	2,395	1,913	1.25	18,077	7.55	104.9	22.8	991.4	24.8	0.26	43.1	18.2
302	Oct-06	128	6,389	3,170	2.02	31,043	4.86	195.4	32.7	1,913.1	18.0	0.26	40.0	16.2
303	Mar-06	126	4,366	1,664	2.62	16,524	3.78	104.4	41.8	1,036.3	14.2	0.27	40.6	15.9
304	Feb-07	32	539	419	1.29	3,190	5.92	22.0	24.5	167.4	18.6	0.21	31.4	19.1
306	Sep-06	40	710	500	1.42	4,512	6.35	23.8	29.8	215.0	18.2	0.25	37.7	21.0
308	Jul-06	40	556	706	0.79	4,921	8.85	33.2	16.8	231.1	24.9	0.20	26.2	21.3
309	Aug-06	62	2,407	1,781	1.35	14,866	6.18	98.5	24.4	822.4	20.5	0.22	37.6	18.1
310	Apr-07	4	25	130	0.19	495	19.81	4.4	5.8	16.6	39.9	0.12	27.1	29.8
311	Jul-06	11	92	75	1.22	202	2.20	5.4	17.1	14.4	9.4	0.11	15.1	14.0
312	Jul-06	11	64	75	0.86	152	2.37	5.3	12.2	10.7	10.1	0.08	12.7	14.1
313	Sep-06	29	654	330	1.98	2,691	4.11	22.1	29.6	180.4	16.6	0.28	30.8	14.9
315	May-07	35	823	653	1.26	3,880	4.71	38.5	21.4	228.7	16.7	0.16	21.7	17.0
316	Sep-06	4	15	24	0.62	34	2.23	1.6	9.5	2.2	8.7	0.05	5.2	15.4
318	Sep-06	57	1,358	616	2.21	5,836	4.30	37.0	36.8	350.1	15.5	0.25	31.0	16.7
320	Jan-07	64	2,129	1,506	1.41	20,641	9.70	68.8	31.0	942.3	26.6	0.38	46.2	21.9
321	Apr-07	18	138	219	0.63	524	3.80	14.0	9.9	33.5	14.6	0.09	9.6	15.7
322	Feb-07	29	171	139	1.23	431	2.52	9.6	17.9	29.7	10.4	0.10	11.7	14.5
324	Jan-07	30	558	325	1.72	2,193	3.93	24.5	22.7	165.5	17.8	0.23	25.5	13.3
325	Aug-06	28	315	296	1.06	1,276	4.05	18.8	16.7	81.2	15.5	0.14	16.9	15.7
332	Feb-07	19	692	271	2.55	3,249	4.69	16.2	42.9	193.5	16.8	0.38	47.4	16.8
333	Feb-07	30	325	138	2.36	945	2.91	8.8	36.8	60.5	11.2	0.26	25.9	15.6
334	Apr-07	13	155	72	2.15	375	2.42	4.4	35.2	22.8	8.8	0.20	19.6	16.4
335	Apr-07	13	147	68	2.17	350	2.38	4.5	32.8	23.1	9.4	0.20	19.5	15.1
336	Feb-07	13	236	75	3.16	530	2.25	5.1	46.6	35.9	9.1	0.24	26.8	14.8
337	Feb-07	13	171	71	2.41	343	2.00	4.8	35.4	23.4	8.2	0.16	18.3	14.7
338	Jan-07	30	248	157	1.58	731	2.95	10.9	22.8	50.6	12.2	0.12	15.2	14.4
341	Feb-07	35	325	233	1.39	926	2.85	16.0	20.4	63.3	11.7	0.15	15.0	14.6
344	Apr-07	26	391	393	1.00	2,105	5.38	22.2	17.7	118.7	18.2	0.15	22.2	17.7
347	Feb-07	29	365	428	0.85	1,580	4.33	27.8	13.1	102.7	16.9	0.14	14.0	15.4
348	Mar-07	14	111	66	1.69	230	2.07	5.4	20.6	18.8	10.2	0.12	13.2	12.2

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349	Mar-07	14	154	68	2.28	295	1.92	5.0	30.7	21.9	8.5	0.15	16.5	13.5
350	Sep-06	168	2,496	939	2.66	7,553	3.03	51.2	48.8	411.4	9.9	0.22	37.9	18.4
351	Jan-06	41	958	323	2.96	2,098	2.19	26.8	35.8	173.9	10.9	0.18	30.4	12.1
352	Jan-07	40	989	393	2.52	2,681	2.71	27.7	35.7	189.2	11.5	0.20	28.8	14.2
353	Mar-07	8	141	88	1.61	484	3.44	6.5	21.9	35.6	15.2	0.18	20.9	13.6
354	Sep-06	64	901	358	2.51	2,354	2.61	25.4	35.5	166.6	11.1	0.18	30.6	14.1
355	Mar-07	7	113	75	1.51	343	3.04	5.5	20.4	25.4	13.5	0.15	17.3	13.5
356	Jan-07	33	358	168	2.14	826	2.31	9.5	37.7	46.8	7.8	0.13	20.7	17.7
358	Mar-07	8	153	81	1.90	467	3.05	5.4	28.3	31.3	12.3	0.16	28.9	14.9
359	Mar-07	8	146	83	1.77	425	2.91	5.5	26.6	28.3	11.6	0.14	25.8	15.0
365	Feb-07	30	150	164	0.92	370	2.47	9.2	16.3	20.8	8.3	0.11	30.8	17.8
386	Mar-07	20	133	430	0.31	1,795	13.50	15.9	8.4	66.3	29.9	0.12	20.2	27.1
388	Dec-06	12	409	334	1.22	5,584	13.65	12.8	31.9	214.1	31.4	0.50	71.9	26.1
393	Apr-07	6	49	50	0.99	161	3.29	2.5	19.6	8.1	9.9	0.20	40.6	19.9
395	Mar-06	34	285	924	0.31	4,976	17.46	32.1	8.9	172.8	36.4	0.15	19.5	28.8
397	Sep-06	16	142	381	0.37	1,365	9.61	13.9	10.2	49.7	21.0	0.10	16.4	27.5
403	May-07	4	211	42	5.05	1,248	5.91	2.2	95.2	66.2	18.8	0.73	113.1	18.9
404	May-07	14	359	216	1.66	2,181	6.07	12.6	28.6	127.0	21.2	0.26	39.3	17.2
409	May-07	2	30	42	0.72	180	6.00	2.0	15.3	8.5	16.9	0.15	31.1	21.3
415	Apr-07	2	30	12	2.54	110	3.65	0.7	42.9	6.5	13.0	0.24	42.2	16.9
426	Apr-07	11	34	85	0.40	106	3.11	4.9	6.9	6.2	10.9	0.05	7.0	17.2
441	May-07	1	36	3	13.38	84	2.32	0.3	144.0	7.8	13.0	1.04	117.5	10.8
442	Feb-07	3	14	14	1.00	29	2.07	0.9	16.5	1.8	7.5	0.08	7.8	16.5
444	May-07	4	66	34	1.97	337	5.10	2.0	33.6	19.7	17.9	0.26	43.7	17.1
445	Apr-07	4	35	35	1.01	152	4.35	2.1	17.1	9.0	15.4	0.17	16.6	16.9
447	Apr-07	2	62	8	8.21	164	2.64	0.4	143.1	9.4	9.1	0.58	89.0	17.4
NCTD TOTALS:		1,607	35,324	21,957	1.62	179,213	5.07	1,240.6	28.5	10,069.4	17.1	0.23	33.6	17.6
COASTER														
TOTALS:		Mar-07	26	6,125	1,071	5.72	168,107	27.45	25.8	237.1	4,054.1	39.7	50.2	41.5
REGIONAL TOTALS:														
		7,977	328,452	95,408	3.44	1,687,226	5.14	6,757	48.6	100,853	18.4	0.33	34.7	14.1

SPRINTER:

- Number of Trips = 66
- Revenue Hours = 65.04
- Number of Passengers = 7,000

SAMPLE SURVEY FORM – RFP ATTACHMENT 12



2002 Onboard Transit Survey

The San Diego Association of Governments, and your transit operators, want your help to improve transit service by answering the questions below and returning this form before you get off the bus. All responses are confidential. Please fill out this form each time you get one. Thank you.

PLEASE ANSWER THESE QUESTIONS FIRST

- | | |
|--|---|
| <p>1. Where are you coming from?</p> <p>1. Home 4. Shopping
2. Work 5. Recreation/visit friends
3. School 6. Other (specify: _____)</p> <p>2. What is the address of that place?
(Specify street name AND cross street OR address)</p> <p>_____
Street No. Street Name</p> <p>_____
Nearest Cross Street City</p> | <p>3. What is the zip code where you live? _____</p> <p>4. Where are you going?</p> <p>1. Home 4. Shopping
2. Work 5. Recreation/visit friends
3. School 6. Other (specify: _____)</p> <p>5. What is the address of that place?
(Specify street name AND cross street OR address)</p> <p>_____
Street No. Street Name</p> <p>_____
Nearest Cross Street City</p> |
|--|---|

- | | |
|--|--|
| <p>6. Where did you get on THIS bus?
(Specify street name AND cross street OR address)</p> <p>_____</p> <p>7. How did you get to THIS bus?</p> <p>1. Transferred from bus route 5. Drove alone
2. Transferred from trolley 6. Carpoled, then parked
3. Transferred from Coaster 7. Was dropped off
4. Walked _____ blocks 8. Other (specify: _____)</p> <p>8. Where will you get off THIS bus?
(Specify street name AND cross street OR address)</p> <p>_____</p> <p>9. After you get off THIS bus, will you...</p> <p>1. Transfer to bus route 5. Drive alone
2. Transfer to trolley 6. Carpool (ride with others)
3. Transfer to Coaster 7. Be picked up
4. Walk _____ blocks 8. Other (specify: _____)</p> <p>10. Did you have a car that you could have used today instead of the bus? 1. Yes 2. No</p> <p>11. How did you pay to use THIS bus?</p> <p>1. Transfer slip 3. Monthly pass
2. Cash 4. Other (specify: _____)</p> <p>12. How often do you ride the bus?
_____ days a week 9. Less than one day per week</p> <p>13. Are you: 1. Male 2. Female</p> | <p>14. Do you consider yourself:</p> <p>1. Hispanic 3. Asian (non-Hispanic)
2. White (non-Hispanic) 4. African American (non-Hispanic)
5. Other (specify: _____)</p> <p>15. What is your age? _____</p> <p>16. What is the total yearly income of all the people in your home?</p> <p>1. Under \$10,000 5. \$40,000 - \$49,999
2. \$10,000 - \$19,999 6. \$50,000 - \$59,999
3. \$20,000 - \$29,999 7. \$60,000 or more
4. \$30,000 - \$39,999</p> <p>17. How do you rate transit service in your area?</p> <p>1. Good 2. Average 3. Poor</p> <p>18. How many vehicles are available for use by all the people in your home? _____ vehicles</p> <p>19. Have you previously filled out this form for THIS bus route?</p> <p>1. Yes 2. No</p> <p>20. Comments: _____

_____</p> |
|--|--|