



Association of Monterey Bay Area Governments

Request for Proposals

for

US Highway 101 Central Coast California Freight Plan

Not to Exceed \$200,000

Issued: May 7, 2014

Questions Due: May 13, 2014 by 5:00 p.m. PST

Responses Posted: May 15, 2014 by 5:00 p.m. PST

Deadline (received by AMBAG): May 21, 2014 by 5:00 p.m. PST

Submit all questions and proposals to:

Paul Hierling | AMBAG | P.O. Box 809, Marina, CA 93933 | phierling@ambag.org

Contents

I. INTRODUCTION	3
II. PROJECT SUMMARY AND DESCRIPTION	3
III. CONTRACTUAL INFORMATION	4
IV. SCOPE OF WORK	4
V. CONTRACT DELIVERABLES	8
VI. CONTACT PERSON	9
VII. RFP TIMETABLE	9
VIII. TERMS AND CONDITIONS	10
IX. OTHER REQUIREMENTS	12
X. PROPOSAL CONTENT AND ORGANIZATION	13
XI. SUBMITTAL QUESTIONS AND ADDENDA	18
XII. PROPOSAL EVALUATION AND SELECTION	18
XIII. PAYMENT SCHEDULE	19
Attachment A: Cost Estimate	20
Attachment B: Subconsultant List	21
Attachment C: Draft Agreement for Services	22
Attachment D: Forms and Certifications	37
Attachment E: Central Coast Region Map	40
Exhibit A: Project Tasks/Services, Timeline, and Budget	41

I. INTRODUCTION

The Association of Monterey Bay Area Governments (AMBAG), Transportation Agency for Monterey County (TAMC), Santa Cruz County Regional Transportation Commission (SCCRTC), San Benito Council of Governments (SBtCOG), San Luis Obispo Council of Governments (SLOCOG), Santa Barbara County Association of Governments (SBCAG) and Caltrans District 5 (Hereinafter referred to as the “The Project Team”, the “Central Coast Working Group”, or “CCWG”), are working cooperatively to conduct a US Highway 101 Plan.

AMBAG is the Metropolitan Planning Organization (MPO) for Monterey, San Benito, and Santa Cruz counties; while SLOCOG and SBCAG are the MPOs and the Regional Transportation Planning Agencies (RTPAs) for San Luis Obispo and Santa Barbara counties, respectively. TAMC is the RTPA for Monterey County, SCCRTC is the RTPA for Santa Cruz County, and SBtCOG is the RTPA for San Benito County. Together, these five counties comprise the District 5 region of California Department of Transportation and hereinafter will be referred to as the “Central Coast Region”. The Project Team will collectively manage the conduct of the plan, with AMBAG serving as the administrator of all contract activities.

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified consultants and provide prospective consultants with guidelines for submission of proposals to provide consulting services for AMBAG. The consultant must have experience with government agencies, at least one which must be a transportation agency for whom it has provided consulting services similar to those covered by this RFP.

To be considered, your proposal must be received by 5:00 p.m. PST on Wednesday, May 21, 2014 at the following email address:

Email to: Paul Hierling, Planner, phierling@ambag.org

To qualify for consideration, one (1) original electronic PDF copy, must be received at the designated above email addresses by 5:00 p.m. PST on May 21, 2014. Late proposals will be rejected as not meeting the mandatory RFP requirements. Your proposal must comply strictly to the required format.

Questions regarding this RFP are to be directed by email to: Paul Hierling, Planner, at phierling@ambag.org. Address the subject line of your email as follows: QUESTIONS: AMBAG-US101-RFP. Responses to submitted questions will be available via the AMBAG website at <http://ambag.org/>, no later than May 15, 2014, by 5:00 PST p.m.

II. PROJECT SUMMARY AND DESCRIPTION

The Project Team is hereby initiating a commodity movement & freight operations improvement plan for US Highway 101 in Caltrans District 5 to support and guide ongoing freight planning activities. Specifically, the plan has three primary goals:

1. Generate a prioritized list of projects and strategies for the future improvement of the US 101 corridor by generating a cohesive goods movement and freight plan with long term and short term components.
2. Develop freight data along the US 101 corridor which can be used to help refine planning, forecasting, modeling, land-use, and economic development practices within the five counties of the California Central Coast.
3. Improve and expand the knowledge base on freight movement along US Highway 101 for planners and decision makers.

The following provides a brief summary of those tasks that the consultant will be required to undertake. A full list of issues to be addressed is included in the Scope of Work (**Section IV**).

- ✓ A prioritized list of freight projects will be generated. The consultant shall produce a prioritized list of recommendations to improve traffic flow and goods movement along US Highway 101 including corridor alternatives and a funding and implementation plan. The analysis and recommendations will be combined into a final report.
- ✓ The consultant will assess issues, opportunities, and challenges along the US 101 corridor to guide the development of the final corridor plan. Public outreach will be undertaken to identify key issues and inform the planning process.
- ✓ The plan will build off of the Central Coast California Commercial Flows Study and the Caltrans US 101 Transportation Concept Report to develop a cohesive and comprehensive plan for the improvement of the US Highway 101 Corridor which takes into consideration regional and inter-regional freight issues. This study should build on previous reports on US Highway 101 but should not replicate work done as part of previous reports, studies, or plans.
- ✓ The consultant will identify a set of performance measures for regional freight and evaluate freight performance along the US Highway 101 Corridor in order to establish performance baselines and implement a systematic method of tracking freight performance over time.

III. CONTRACTUAL INFORMATION

The contract for the US Highway 101 Plan will be an agreement between AMBAG and the Consultant. AMBAG will provide contract administration services. The consultant will invoice AMBAG for services rendered, and AMBAG will compensate the consultant for these services as set forth in the agreement. Funding for the consultant services will be provided by AMBAG (up to \$200,000). The project deliverables will be reviewed by the AMBAG Project Manager and the Project Team.

IV. SCOPE OF WORK

The purpose of this plan is to generate projects, strategies, and a plan for the future improvement of the US 101 corridor and intersecting highways which affect the US 101 corridor including but not limited to SR 156/152, SR 41/46, SR 1, SR 129, SR 58, SR 135, SR 154, SR 246, and SR 166. The details of the scope of work are detailed below. The selected consultant or consulting team will be expected to perform all of the following technical and other analyses necessary to complete the scope of work. The consultant will receive general direction from the AMBAG Project Manager. Tasks will include the following:

- A. Vision and Goals:** Work with the Central Coast US Highway 101 Plan Working Group (CCWG) to identify a vision and goals for goods movement along the US 101 Corridor. Develop a problem statement.
- B. Existing Conditions, Data Collection and Analysis:** Building off of the substantial existing conditions work completed in the Central Coast California Commercial Flows Study, the consultant is responsible for assessing opportunities and constraints, freight infrastructure, and projected growth in freight traffic along the US 101 corridor. Working in cooperation with AMBAG or the CCWG, the Consultant shall gather data on existing conditions including an examination of other local and regional cooperative initiatives that may impact freight movement through the corridor, and plans such as the Caltrans Transportation Concept Report for the US 101, the San Luis Obispo Council of Governments' (SLOCOG) 101 Master Mobility Plan, and Metropolitan Transportation Plans/Sustainable Communities Strategies throughout the five county areas.

The consultant will develop freight data which can be used to help refine planning, forecasting, and freight modeling practices. Data shall be mapped in geographic information systems (GIS) where possible and geographic data with modeling uses shall be presented at the traffic analysis zone (TAZ) level and industry level where possible. The Consultant shall work with AMBAG or the CCWG to identify and acquire new freight data sources which can be used to assess the US

Highway 101 Corridor and intersecting highways, including but not limited to: SR 156/152, SR 41/46, SR 1, SR 129, SR 58, SR 135, SR 154, SR 246, and SR 166 where relevant. The consultant shall also analyze electronic data produced from the Central Coast California Commercial Flows Study and identify trends.

In addition to this task, sub-tasks shall include the following:

1. Identify and evaluate roadway pavement condition, bridge condition, truck travel speed, truck congestion hours of delay, highway bottlenecks/chokepoints, and reliability buffer indices. Consultant will work with Caltrans to determine if they can provide this data. Identify key freight routes with the largest volume of traffic. Using truck count station data, prepare analysis of historical trends and forecast future trends in freight truck volume for planning purposes. Analyze time-of-day and average daily truck traffic (ADTT) trends on these routes.
2. Provide a summary of corridor safety as it relates to freight movement, including summaries of truck-involved crashes, grade crossing collisions, fatalities, and injuries.
3. Identify major freight generating land uses. Analyze the relationship between freight and land use development and assess the impact of future freight growth on land use. Collect and analyze data on land use and freight interactions including types of commodities and data on freight produced, processed and transported to and from different types of industries and land uses. Propose potential land-use related projects which may improve freight flow along the US Highway 101.
4. Building on the Central Coast California Commercial Flows Study, analyze how freight affects economic development, including how cities, counties, and other agencies throughout the region have attracted freight-related businesses, and ongoing efforts of these jurisdictions to attract additional freight business. Analyze how freight affects employment and income in each county. Analyze North American Industry Classification System (NAICS) Truck Transportation, Messenger Services & Warehousing data relating to truck freight and detail the relationship to regional and county economies within the project area using graphs, charts, and narrative.
5. Collect and analyze data which can be used to improve multi-regional freight modeling in consultation with AMBAG and/or the CCWG. Provide an analysis of existing truck and traffic counts and counting facilities, assessing the adequacy of each. Collect multi-modal data, freight trip mode split, industry data, and vehicle size categories. Building on Central Coast Commercial Flows Study freight origin and destination data, collect and compile data on multi-destination freight trips and analyze trip-chaining trends to better understand the lifecycle and supply chain of freight commodities. Identify business-serving trips in cooperation with private partners. Analyze time-sensitivity of mode choice, time-of-day variations, and seasonal specificity in freight. Analyze commuter traffic which may affect freight trips. Prepare maps and charts illustrating the state of truck freight commodity flows throughout the Central California Coast including historical and future projected trends.
 - Analyze the United States Department of Transportation (USDOT) Bureau of Transportation Statistics Commodity Flow Survey for data relevant to US Highway 101, using the most recent 2012 data if available.
 - Explore whether *FHWA Freight Analysis Framework (FAF)* data can be adapted to use in the Central California Coast area, strengths and weaknesses of the FAF system, and how FAF data can be operationalized to improve freight planning in the area.

Identify freight loads based on commodity type and account for specific features of each product, including producer, whether the product is perishable, whether the product must go

to processing, manufacturing, refrigeration, or other facilities, identifying type and location of consumer demand, key markets, and product types going to major ports for export. Identify patterns in freight by volume and load size.

6. Identify and propose the most efficient and cost-effective approach to updating freight data on a regular basis.
7. Develop charts and graphs to illustrate US 101 data, forecasting changes up to 20 years.

C. Evaluate and Analyze Freight Performance: The consultant shall evaluate and analyze freight performance issues identified in the existing conditions portion of this project. In cooperation with AMBAG or the CCWG, the consultant will expand upon the Potential Performance Measures in the Central Coast Commercial Flows Study, the Caltrans US 101 Transportation Concept Report, and the 2014 California Freight Mobility Plan to identify a set of performance measures for regional freight. Performance metrics should reflect best practices in freight performance measure tracking, and take into consideration FHWA and Caltrans performance monitoring approaches. This task shall include the following sub-tasks:

1. Freight system performance measures shall be developed including but not limited to highway pavement condition, bridge condition, truck travel speed, congestion truck hours of delay, highway bottlenecks/chokepoints, reliability buffer index, and highway truck involved fatalities and injuries. Consultant will work with Caltrans to determine if they can provide this type of data. In cooperation with the CCWG, propose freight system performance goals over the short, medium, and long term. Produce a set of graphs and maps illustrating performance data in order to assist in regional and state-wide freight planning. Identify highway sections with poor or declining performance, analyze the reason for the reduced performance, and propose potential infrastructural and non-infrastructural solutions.
2. Provide an analysis of *capacity* needs taking into consideration lane inventory as assessed in the Caltrans US 101 Transportation Concept Report, widening projects, traffic volume and level of service, HOV lanes, and how capacity needs relate to commercial trucking. Assess potential of parallel frontage roads that would take freight and farm traffic off of US Highway 101. Analyze whether expressway to freeway conversion and access management improvements would provide benefit to the operations and capacity as a viable long-term improvement in the sections of US 101 that are designated expressway. Freeway conversion would include grade separated access points, local road connections and consolidation and/or elimination of at-grade access points. Analyze *operational* needs through US Highway 101, taking into consideration commercial trucking needs, congestion, congested-related delay for key corridor segments, annual cost of wasted time and fuel for large trucks due to congestion, volume-to-capacity (V/C) ratios for key corridor segments, and truck freight system demand as measured in VMT. Propose capacity and operational projects which would improve freight flow along US Highway 101.
3. Building upon analysis of centers of activity for commercial trucking from the Central Coast California Commercial Flows Study and the recommended intermodal facility from the Salinas Valley Truck-to-Rail Intermodal Feasibility Study, analyze existing and planned centers of commercial trucking activity and their relationship to freight movement along US Highway 101. Assess the potential for projects in and around these activity centers which would improve freight flow through the corridor. Perform a truck parking needs assessment including but not limited to analyzing truck parking availability, truck parking conditions, truck rest area/parking utilization, areas where truck parking is needed, and truck parking concentrations in non-designated areas.
4. Physical truck count locations exist on key highways, such as U.S. 101 and SR 46, but it is important to get additional data about truck counts and classification on local and other less traveled roads. Building on the Central Coast Commercial Flows Study, the consultant shall

provide a detailed recommendation on how best to add truck count locations, and propose funding sources which would fund these types of improvements. Truck counts should be able to differentiate between multi-axle freight trucks.

5. Evaluate current freight forecasting best practices adopted by various small and mid-size MPOs and develop best methods for the Central California Coast. Establish best-practice methods for maximizing the beneficial use of new freight analytical tools by state departments of transportation (DOTs) and metropolitan planning organizations (MPOs) in their planning and programming activities.
6. Develop charts and graphs to illustrate past and future changes in freight performance on the US 101, forecasting changes up to 20 years and identify the most efficient and cost-effective methods to update freight performance measures on a regular basis.

D. Planning and Priority Projects: In cooperation with the CCWG, the consultant will identify best practices for US Highway 101 freight planning, constraints and solutions, long- and short-term strategies/improvement projects, policy options, and next steps for improving freight movement through the US 101 corridor. This task shall include the following sub-tasks:

1. Develop a prioritized list of freight projects and strategies that should be implemented to improve goods movement in each county. Update and improve the priority list of freight projects presented in the Central California Commercial Flows Study, providing preliminary cost estimates for priority projects and proposing new projects which may benefit freight movement along US Highway 101. This work shall build on and not replicate work done in the Central California Commercial Flows Study, and shall include new projects and strategies.
2. Building on the California Freight Mobility Plan 2014, identify ITS improvements that would improve freight movement along the US 101 and a strategy for deploying ITS improvements.
3. Identify opportunities to collaborate with neighboring Central Valley organizations with freight interests to advance freight projects which improve connections between I-5 and US Highway 101 with an emphasis on multi-regional projects which may be key candidates for multi-regional funding. Analyze routes going to and from US Highway 101 which have truck accessibility below National Network standards and identify projects which would allow those roads to be brought up to National Network standards, including but not limited to routes such as: SR 156/152, SR 41/46, SR 1, SR 129, SR 58, SR 135, SR 154, SR 246, and SR 166.
4. Provide a summary of land uses and future development along the corridor, and how those uses may affect freight operations on the corridor. Identify potential land use conflicts with freight and commuter traffic. Analyze how freight growth will affect land-use and the environment.
5. Propose how the Central Coast Region can position itself to compete with other regions and freight corridors in California.
6. In cooperation with the CCWG, propose project alternatives and evaluate projects according to evaluation criteria.

E. Public Engagement: The consultant shall perform stakeholder and public outreach to inform the development of the US Highway 101 Plan, including the following sub-tasks:

1. Convene the CCWG on a monthly basis and as directed by the Project Manager in order to report on progress, take comments, and discuss data needs. Meetings may be organized in person, via phone, or through an internet service.
2. Organize quarterly advisory meeting of a freight advisory group with stakeholders from private industry such as rail, truck, shippers, logistics providers, warehousing and distribution centers, highway enforcement, and importers and exporters of agricultural and

manufactured goods. This group should include representatives from major markets in the San Francisco Bay Area and Los Angeles area. This group shall provide input to provide a better understanding of industry needs from a commercial perspective, linking that to transportation planning priorities. The Freight Action Strategy Taskforce (FAST) group which advised on the Central Coast California Commercial Flows Study may be reconvened to serve this function. Propose an approach to convening this group on a regular long term basis after the project is completed in order to inform planning on US Highway 101.

3. Conduct at least two (2) public meetings within the jurisdictions of each of the six Central Coast Coalition MPOs and RTPAs, for a total of twelve (12) meetings. The purpose of these meetings is to inform the plan development. Participants should include CCWG members and appropriate local representatives of rail, truck, shippers, logistics providers, warehousing and distribution centers, highway enforcement, and importers and exporters of agricultural and manufactured goods. Meetings shall occur during alternatives development and during the review phase of the draft plan.

F. Recommendations: Develop a cohesive long-term plan to improve freight traffic flow and goods movement, future corridor alternatives and prepare an evaluation matrix. Sub-tasks shall include the following:

1. Propose a prioritized list of short-term and long-term strategies to improve freight traffic flow and goods movement through the US Highway 101.
2. Integrate strategies identified in the Central Coast California Commercial Flows Study, the Highway 101 North County Corridor Study, the Atascadero Interchange Operational Improvement Study, the TAMC Infrastructure Voluntary Evaluation Sustainability Tool (INVEST) for US 101, the 101-In-Motion Report, and Caltrans studies on the corridor.
3. Evaluate and propose opportunities for coordinating the US Highway 101 plan with implementation of other transportation plans.
4. Propose funding sources for proposed projects and how they will be implemented, including strategies identified in the final US 101 Plan and a funding plan which evaluates funding sources and provides recommendations on priority funds to target.
5. Provide recommendations for recurring and future work that can build on this study on an ongoing basis.

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

H. Final Report: Prepare a final report including but not limited to the required elements listed in this RFP. Also, produce a summary document for the public and decision makers that outlines the challenges facing freight movement and detailing how the US Highway 101 Plan addresses those challenges.

V. CONTRACT DELIVERABLES

1. Vision statement and goals for US Highway 101 Plan.
2. Project work plan, scope and schedule.
3. Project kick-off meeting.
4. Agendas, meeting materials, and meeting notes for up to twenty-two (21) CCWG meetings no more frequently than monthly, over the course of the project.
5. Agendas, meeting materials, and meeting notes for up to eight (8) quarterly stakeholder meetings.

6. Agendas, meeting materials, notes, and activities for twelve (12) public outreach meetings.
7. Up to seven (7) presentations for the boards of the CCWG member agencies.
8. Updated freight data, new freight data, and analysis of the freight system to support planning on the US Highway 101.
9. Baseline freight performance measures, new and updated freight performance measure data, and analysis to facilitate freight planning through the US Highway 101 corridor.
10. Quarterly invoices.
11. A prioritized list of projects and strategies for the short-term and long-term improvement of freight movement through the US Highway 101.
12. Evaluation matrix for alternatives and preferred corridor alternative strategy.
13. Draft US Highway 101 Corridor Plan and all supporting data in electronic format.
14. Final US Highway 101 Corridor Plan Report and all supporting data in electronic format.
15. Summary document for the public and decision makers that outlines the challenges facing freight movement and detailing how the US Highway 101 Plan addresses those challenges.

VI. CONTACT PERSON/PROJECT MANAGER

Paul Hierling, Planner
 Association of Monterey Bay Area Governments
 445 Reservation Road, Suite G
 Marina, CA 93933-0809
 Tel (831) 264-5084
phierling@ambag.org

VII. RFP TIMETABLE

May 7, 2014, 5:00pm PST	Issue Request for Proposals
May 13, 2014 5:00pm PST	Deadline to email questions about the RFP to Contact Person
May 15, 2014 5:00pm PST	Responses to questions will be posted on the AMBAG website
May 19, 2014 5:00pm PST	Additions or amendments to the RFP will be posted on the AMBAG website
May 21, 2014 5:00pm PST	Closing date for receipt of proposals
May 29-June 2, 2014	Finalists contacted to schedule interviews
June 2-6, 2014	Conduct interviews; recommend consultant
June 11, 2014	AMBAG Board Approval of Consultant
June 18, 2014	Contract award, execute contract
June 2014	Start of Project/Begin Work
Jan 31, 2016	Anticipated project completion

Proposals (one PDF version to be emailed to the Contact Person) must be received by the Contact Person no later than 5:00 p.m. PST on May 21, 2014. Bids submitted by postal mail will not be accepted. Neither the Contact Person/Project Manager nor the Project Team will be liable or responsible for any late delivery of proposals.

By submitting a proposal, the proposer certifies that his or her name or the consultant firm's name, as well as the name of proposer subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects. Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

VIII. TERMS AND CONDITIONS

1. Limitations

This request for proposal (RFP) does not commit AMBAG to award a contract, to pay any pre-contractual expenses, or to procure or contract for services or supplies. AMBAG expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Proposer and of the suitability of the materials and/or services to be rendered. AMBAG reserves the right to withdraw this RFP at any time without prior notice. Further, AMBAG reserves the right to modify the RFP schedule described above.

2. Award

AMBAG may ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. AMBAG also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

3. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of AMBAG shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

4. Pre-contractual Expenses

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

- Preparing proposals in response to this RFP
- Submitting proposals to AMBAG
- Negotiations with AMBAG on any matter related to proposals.
- Other expenses incurred by a contractor or Proposer prior to the date of award of any agreement.

In any event, AMBAG shall not be liable for any pre-contractual expenses incurred by any Proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. AMBAG shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

5. Signature

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that

the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by no later than June 18, 2014.

6. Conflict of Interest Statement

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

7. Americans with Disabilities Act (ADA) Provisions

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

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

8. Alternative Protest Process

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

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

A written notice of intent to protest the proposed award of this solicitation must be received (facsimile acceptable) by the project manager before the close of business 5 p.m. PST on the third (3rd) day after notifying the Proposer of intent to award, as specified in the solicitation timeline. Failure to submit a timely, written notice of intent to protest waives the Proposer's right to protest. The Proposer is to send the notice of intent to protest to the project manager at the following address:

Paul Hierling
Planner
Association of Monterey Bay Area Governments
445 Reservation Road, Suite G Marina, CA 93933
Fax: 831-883-3755

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

9. Requirements Protests

Protests regarding any issue other than selection of the successful Proposer are "requirements protests" to be heard by the Executive Director, or his or her designee, and may be appealed to, heard, and resolved by the Executive Finance Committee of AMBAG, whose decision will be final. This procurement procedure is designed to give the Proposer and AMBAG adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Proposal is due. The protest procedure is made available in the event that a Proposer cannot reach a fair agreement with AMBAG after exhausting these procedures.

All protests to the RFP requirements must be received by the Executive Finance Committee as promptly as possible, but not later than May 19, 2014 for such protests.

Requirements protests must be mailed or delivered to:

AMBAG Executive Finance Committee

445 Reservation Road, Suite G
Marina, CA 93933

10. Forms and Certifications

- A signed California Levine Act statement - **Attachment D**
- A signed Certification regarding Debarment, Suspension and Other Responsibility Matters – **Attachment D**
- A signed Certification of Restriction on Lobbying – **Attachment D**

IX. OTHER REQUIREMENTS

1. **Disadvantaged Business Enterprise (DBE) Policy:** It is the policy of the U.S. Department of Transportation that minority-and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.
2. **DBE Obligation:** The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

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

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

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

4. **Equal Employment Opportunity:** In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
5. **Proposal Contents** – To be considered, each proposal must include the following: A copy of the consultant's affirmative action policy (applicable for firms with 50 or more employees); a conflict of interest statement & a statement of the consultant's program for use of DBEs in the performance of this work, including:
 - a. The names and addresses of DBE firms that will participate
 - b. The description of the work each named firm will perform
 - c. The dollar amount of participation by each DBE firm

Regarding conflicts of interest: Consultants and consultant firms submitting proposals in response to this RFP must disclose to the Project Team any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal.

X. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. This is intended to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within the stated budget. The organization of the proposal should follow the following outline.

1. General Requirements

To simplify the review process and obtain the maximum degree of comparison, we require that proposals be organized in the manner specified by the RFP. The following outline includes all the information called for in the RFP.

a. Inquiries

- i. Questions regarding this RFP are to be directed by email to: Paul Hierling, Planner, at phierling@ambag.org. Such contact should be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. All questions should be received no later than May 13, 2014 by 5:00 p.m. PST. Responses to submitted questions will be available via the AMBAG website at <http://ambag.org/>, no later than May 15, 2014 by 5:00 p.m. PST.

b. Submission of Proposals

The following material is required to be received by Wednesday, May 21, 2014 at 5:00 p.m. PST via email for a proposing firm to be considered:

- i. One copy of a Technical Proposal, to include the following:

(1) Title Page

Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

(2) Table of Contents

Include a clear and complete identification of the materials submitted by section and page number. Cross-referencing to section and page number in the RFP is helpful.

(3) Transmittal Letter

The transmittal letter should address the firm's understanding of the project based on the RFP and any other information the firm has gathered and the firm's commitment to adhere to the timeline in the RFP. Include a statement discussing the firm's interest and qualifications for this type of work. The firm must provide an affirmative statement it will be able to devote the necessary resources to complete the work described in the *Scope of Work*. Certify that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with AMBAG. Lastly, include a statement that the proposal is a firm and irrevocable offer for ninety (90) days.

(4) Detailed Proposals

The detailed proposal should follow the order set forth in this section of the request for proposals.

The proposer will submit a contract cost bid matrix/matrices based off of the Cost Estimate template in **Attachment A**. The separate contract cost bid should contain all pricing information relative to performing the project as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The contract cost bid will indicate the cost by task, expenses broken out by type, costs per professional working on the project, and hourly rates for each staff member. In addition to the details listed here and in **Attachment A**, costs must be split out for each fiscal year of the project. The contract cost bid must be marked as follows:

"Contract Cost Proposal"

- ii. To be considered, your proposal must be received by 5:00 p.m. PST on Wednesday, May 21, 2014 at the following email address:

Email to: Paul Hierling, Planner, phierling@ambag.org

To qualify for consideration, one (1) original electronic PDF copy, must be received at the designated above email addresses by 5:00 p.m. PST on May 21, 2014. Late proposals will be rejected as not meeting the mandatory RFP requirements. Your proposal must comply strictly to the required format.

- iii. Proposals should be concise, well organized and demonstrate the proposer's qualifications and experience applicable to the project. Proposals shall be limited to 50 one-sided pages (8.5 inches x 11 inches).
- iv. The Proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.

- v. Failure to comply with the requirements of the RFP may result in disqualification. AMBAG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. AMBAG may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be interpreted in favor of AMBAG. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.
- vi. The proposer shall certify whether it takes no exception(s) to this RFP and the draft contract. If the proposer does take exception(s) to any portion of the RFP or the draft contract, the specific portion to which exception(s) is taken must be identified and explained. Failure to make exceptions to the RFP or draft contract within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.
- vii. AMBAG reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposals deemed most advantageous to AMBAG.
- viii. All submissions must be received by AMBAG on or before May 21, 2014 at 5 p.m. Pacific Standard Time (PST). By submitting a proposal, the Proposer certifies that his or her name or the consultant firm's name, as well as the name of Proposer's subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.
- ix. Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful Proposer, all proposals shall become public record. No proposal shall be returned after the date and time set for opening thereof.

2. Technical Proposal

To simplify the review process and obtain the maximum degree of comparison, we require that proposals be organized in the manner specified by the RFP. The following outline includes all the information called for in the RFP.

a. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake the project in conformity with the requirements of the RFP. The Technical Proposal should demonstrate the qualifications of the consultant and of the particular staff to be assigned to this project. It should also specify an approach to the project that will meet the request for proposal requirements and enable the project to be completed within the time frames enumerated.

The Technical Proposal should address all the points outlined in the RFP, excluding any cost information which should only be included in the sealed dollar cost bid. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the subjects in this section must be included. They represent the criteria against which the proposal will be evaluated.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

b. Insurance

Attached to the RFP is a draft copy of AMBAG's Standard Contractual which contains the insurance requirements. The selected firm will maintain the minimum insurance requirements during the entire time of the project. The selected firm will have a certificate of insurance completed and filed with AMBAG within fifteen (15) days of execution of this agreement and will provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract will occur without thirty (30) days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.

c. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's planning staff, the location of the office from which the work on this project is to be performed and the number and nature of the professional staff to be employed in this project. If the firm is submitting a joint proposal, summarize the history of how the firms have worked together in the past.

d. Partner, Subcontractor, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including project partners, managers, other supervisors and specialists, who would be assigned to the project. Provide information on the experience of each person, including resumes for each member of the project team, information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this project. An organizational chart showing the manager and all project staff must be included.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this project. Indicate how the quality of staff over the term of the agreement will be assured.

If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professional. The proposal must indicate the size of the subcontractor firm, the size of the firm's planning staff, the location of the office from which the work on this project is to be performed, and the number and nature of the professional staff to be employed in this project.

Project partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permissions of AMBAG. However, in either case, AMBAG retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the proposer, provided that replacements have substantially the same or better qualifications or experience.

e. Prior Projects with AMBAG

List separately all projects within the last five (5) years.

f. Similar Projects with Other Clients and References

For the firm's office that will be assigned responsibility for the project, list the most significant projects performed in the last three (3) years that are similar to the project described in this request for proposal. A sample of the consultant's work on closely related projects can also be

included with the proposal, if available. These samples will not count against the 50 page proposal limit.

g. References

Please provide a list of not less than three (3) client references for which services similar to those outlined in the RFP are currently being provided. For each reference listed provide the name of the organization, dates for which the service(s) are being provided, a description of the type of service(s) being provided and the name, address and telephone number of the appropriate contact, and professional staff who performed the work. AMBAG reserves the right to contact any or all of the listed references regarding the services performed by the Proposer.

If a subcontractor is proposed, three similar qualifications and references should be provided for the subcontractor.

h. Specific Project Approach

Submit a work plan to accomplish the scope of the project (**Section IV**) and how the time requirements will be met (**Exhibit A**). The work plan should include time estimates for each significant segment of the work and the staff level to be assigned and expected client assistance.

3. Cost

a. Total All-Inclusive Maximum Cost

The contract cost bid should contain all pricing information relative to performing the project as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The contract cost bid will indicate the cost by task including expenses broken out by type, and hourly rates for each professional working on the project.

AMBAG will not be responsible for expenses incurred in preparing and submitting the technical proposal or the separate contract cost bid. Such costs should not be included in the proposal.

The first page of the separate contract cost bid should include the following information:

- i. Name of consultant
 - ii. Certification that the person signing the proposal is entitled to represent the consultant, empowered to submit the bid, and authorized to sign a contract with AMBAG
 - iii. A total all-inclusive maximum price for each fiscal year of the project (2014-2015 and 2015-2016).
- b. Rates by Partner, Manager, Supervisory, Staff and Clerical Level Times Hours Anticipated for Each

The third page of the separate contract cost bid should include a schedule of professional fees and expenses that supports the total all-inclusive maximum price in a matrix format. The contract cost bid will indicate the costs by task, expenses broken out by type, costs per professional working on the project, and hourly rates for each staff member. These costs must be split out for each fiscal year of the project.

c. Rates for Additional Professional Services

If it should become necessary for AMBAG to request the consultant to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this project, then such additional work will be performed only if set forth in an addendum to the contract between AMBAG and the firm. Any such additional work agreed to between AMBAG and the firm will be performed at the same rates set forth in the schedule of fees and expenses included in the separate contract cost bid.

d. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the project and out-of-pocket expenses incurred in accordance with the firm's contract cost bid proposal. Interim billing will cover a period of not less than a calendar month.

XI. SUBMITTAL QUESTIONS & ADDENDA

The deadline for submission of questions is Tuesday, May 13, 2014 by 5 p.m. All questions must be submitted electronically to Paul Hierling at phierling@ambag.org. Address the subject line of your email as follows: QUESTIONS: AMBAG-US101-RFP. All questions regarding the RFP and related responses will be posted on the AMBAG website at the following address, www.ambag.org no later than Thursday, May 15, 2014 at 5:00 p.m. PST.

AMBAG reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP will be in the form of an addendum and will be posted on the AMBAG website no later than May 19, 2014 at 5 p.m. It is the responsibility of proposers to check the AMBAG website to determine if addenda have been issued. Any addenda to the RFP will become part of the RFP.

XII. PROPOSAL EVALUATION AND SELECTION

- A. A proposal review panel made up of members of the Project Team agency staff, staff from TAMC, SCCRTC, SBtCOG, SLOCOG, and SBCAG will evaluate the proposals. Based upon the proposals and other appropriate evaluation factors, the top-ranked proposer(s) will be identified and short listed. Negotiations with the selected firm may cover: scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort, and price.
- B. Proposers will be evaluated on the following criteria according to the weights assigned below. Oral interviews will be conducted as part of the grading process.
- C. All proposals must be completed and convey all of the information requested in order to be considered responsive. All proposers must complete a Cost Estimate form (see RFP Attachment A) in addition to the written proposal. The proposals then will be evaluated on the basis of the criteria listed below. The total number of points used to score the proposals is 100.

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

Criteria	Description	Points
Proposed method to accomplish the work	- Professional qualifications - Relevant experience	45
Project experience	Nature, quality, and relevance of recently completed projects	20
Staff Qualifications	Unique qualification of key personnel	20
Cost or Best Value	Ranking of comparative costs among proposed firms, providing the best value services offered	15
Total		100

- E. The Evaluation Committee will review all submitted proposals. Proposers may be emailed and asked for further information, if necessary, and may be expected to appear for oral interviews between June 2 and June 6, 2014. The Evaluation Committee will make recommendations to AMBAG's Executive Director on the basis of the proposal, oral interview, and reference check. AMBAG reserves the right to select a consultant based solely on written proposals and to not convene oral interviews.
- F. AMBAG's Executive Director or designee will make the final recommended selection to the AMBAG Board of Directors. If the Board of Directors selects a different consultant than the one recommended by the Selection Review Board, the Project Manager, in consultation with the AMBAG Executive Director, will prepare a memo explaining the selection.

XIII. PAYMENT SCHEDULE

The consultant will be paid based on work actually performed during the preceding month. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month. AMBAG may withhold ten percent (10%) of payments for invoices for a task due to unsatisfactory or incomplete delivery, reimbursable upon satisfactory delivery of that task.

COST ESTIMATE TEMPLATE – RFP ATTACHMENT A

Project: _____

Consultant: _____

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

Combined Overhead (%) +							
		Hours	Actual Rate/Hr	Loaded* Rate/Hr	Labor Amount	Total	Date Due
Task 1: Description							
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	mm/dd/yy
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
						<u>\$0.00</u>	
Task 2: Description							
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	mm/dd/yy
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
						<u>\$0.00</u>	
Task 3: Description							
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	mm/dd/yy
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
						<u>\$0.00</u>	
Add additional Tasks as Necessary							
Other Direct Costs							
Item 1	Classification		\$0.00	\$0.00	\$0.00	\$0.00	mm/dd/yy
Item 2	Classification		\$0.00	\$0.00	\$0.00	\$0.00	
						<u>\$0.00</u>	
		Total Hours:		Total Cost:		\$0.00	

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

_____ Name and Title of Authorized Representative (typed)	_____ Date	_____ Signature of Authorized Representative	_____ Date
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SUBCONSULTANT LIST – RFP ATTACHMENT B

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

PROPOSED SUBCONSULTANTS

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

Name of Firm

Printed name and Title of Signatory

Signature

Date

DRAFT AGREEMENT FOR SERVICES – RFP ATTACHMENT C

This Agreement is made and entered into this xx **day of month, 2014**, by and between **The Association of Monterey Bay Area Governments** (hereinafter referred to as "AMBAG" or "CLIENT"), and xxx (hereinafter referred to as "xxx" or "CONTRACTOR").

WITNESSETH

WHEREAS, CONTRACTOR represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and

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

WHEREAS, AMBAG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and

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

1. SCOPE OF WORK

CONTRACTOR shall perform those services described in the "Project Tasks/Services, Timeline and Budget," Exhibit A attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the AGREEMENT.

2. TERM

A. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by AMBAG unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before January 31, 2016** unless otherwise extended by written authorization.

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

This Agreement includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline, and Budget

3. COORDINATION/STAFFING

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

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

4. COMPENSATION

AMBAG shall pay CONTRACTOR for services on a firm fixed price basis as shown in Exhibit A. In no event shall compensation exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000) without prior written consent of AMBAG.

As a condition precedent to the satisfactory completion of said contract AMBAG shall withhold an amount equal to ten percent (10%) of each invoice until completion and acceptance of said contract work.

5. **INVOICING**

- A. Invoices for services must be presented to AMBAG no later than the fifteenth day of each month for the month prior. CONTRACTOR shall submit an invoice to AMBAG stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. AMBAG shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this Agreement. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by AMBAG and upon reimbursement by Caltrans. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and Budget," Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.
- B. Prompt Payment to Subcontractor(s): A CONTRACTOR shall pay any Subcontractor(s) for satisfactorily completed work no later than ten (10) days of receipt of each payment from AMBAG. The ten (10) day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with AMBAG's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor performance, and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractor.
- C. Invoicing Format and Content: All invoices submitted to AMBAG for payment shall be sent directly to:

Association of Monterey Bay Area Governments

ATTN: Accounts Payable

P.O. Box 809

Marina, CA 93933

- 1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - i. AMBAG's "Bill To" information as stated in the above paragraph;
 - ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;
 - iii. Invoice date;

- iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
- v. Total amount due for the billing period;
- vi. Total Contract Value (as identified in 4A. above); and
- vii. AMBAG Project Manager

6. AGREEMENT COMPLETION RETAINER

No retainage will be held by AMBAG from progress payments due to CONTRACTOR. CONTRACTOR is prohibited from holding retainage from Subcontractor(s). Any delay or postponement of payment may take place only for good cause and with AMBAG's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code, if applicable. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONTRACTOR in the event of a dispute involving late payment or nonpayment by the CONTRACTOR, deficient Subcontractor(s) performance, and/or noncompliance by Subcontractor(s). This clause applies to both DBE and non-DBE Subcontractor(s).

7. SATISFACTORY PERFORMANCE

Payment for services under this Agreement is contingent upon AMBAG's determination that the performance of the CONTRACTOR has been satisfactory.

8. UNTIMELY PERFORMANCE BY CONTRACTOR

Timely delivery of project deliverables is crucial to this project. Accordingly, late fees shall be assessed against the CONTRACTOR for every **calendar day** a milestone or delivery date is not met. Milestone dates and delivery schedules have been negotiated between the CONTRACTOR and AMBAG and shall be assessed as follows:

- Days one (1) through five (5): 0.00 percent of contract total per day
- Days six (6) through fifteen (15): 0.01 percent of contract total per day
- Days sixteen (16) through thirty (30): 0.02 percent of contract total per day

9. OWNERSHIP, CONFIDENTIALITY AND USE OF WORK PRODUCTS

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

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

10. TERMINATION

A. Termination of Convenience of AMBAG

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

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, AMBAG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the CONTRACTOR of the intent to terminate and specifying the

effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the CONTRACTOR under this Agreement shall, at the option of CONTRACTOR, become AMBAG's property.

11. AMENDMENT OF SCOPE OF WORK

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

12. CORRECTION OF WORK

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

13. DELAYS AND EXTENSIONS

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

14. RECORDS RETENTION AND AUDITS

CONTRACTOR shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by AMBAG and Caltrans, FHWA, FTA at the Contractor's principal place of business during the agreement period and for a period of three (3) years from the date of final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until AMBAG, Caltrans, FHWA, FTA, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

15. SUBCONTRACTING

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

16. ASSIGNMENT

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

17. INDEMNIFICATION

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend AMBAG, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other

defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Agreement (including design defects and regardless of AMBAG's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of AMBAG. If the adjudicated or admitted sole negligence or willful misconduct of AMBAG has contributed to a loss, CONTRACTOR shall not be obligated to indemnify AMBAG for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Agreement.

18. CIVIL RIGHTS

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

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

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

20. FEDERAL CHANGES - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement 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.

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

22. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

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

- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

24. SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting the contract, the CONTRACTOR shall certify those clauses described in the "Debarment and Suspension Certification," and shall comply with all relevant conditions as set forth in the AGREEMENT.

25. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

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

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

26. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set

forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to AMBAG.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to AMBAG prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name AMBAG, its public officials, officers and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by AMBAG, its officials, officers or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with AMBAG within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to AMBAG prior to the effective date of such cancellation or change in coverage.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming AMBAG, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by AMBAG and that the

insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance AMBAG.

27. CONFLICT OF INTEREST

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

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

28. STATEMENT OF ECONOMIC INTEREST

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

29. MERGER

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

30. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, AMBAG may terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that AMBAG may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due AMBAG from CONTRACTOR is determined.

31. NO WAIVER OF BREACH/ TIME

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

32. THIRD PARTY BENEFICIARIES

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

33. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

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

34. INDEPENDENT CONTRACTOR

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

35. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold AMBAG harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

36. FEDERAL TAX FORMS

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

**Association of Monterey Bay Area Governments
ATTN: Accounts Payable
P.O. Box 809
Marina, CA 93933**

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

37. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

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

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

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

If any funds other than State or Federal 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, the CONTRACTOR shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.

This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31 U.S.C. 1352 and 49 C.F.R. Part 19, Appendix A, Section 7.

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

39. CERTIFICATIONS AND ASSURANCES

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

1. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 2. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 3. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- B. CONTRACTOR shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in AMBAG's OWP. Such assurances shall apply to CONTRACTOR to the same extent as AMBAG, and include but are not limited, the following areas:
1. Standard Assurances
 2. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 3. Drug Free Work Place Agreement
 4. Intergovernmental Review Assurance
 5. Nondiscrimination Assurance
 6. DBE Assurance
 7. Nondiscrimination on the Basis of Disability
 8. Certification and Assurances required by the U.S. Office of Management and Budget
- C. The CONTRACTOR shall require its Subcontractor(s) to comply with these Certifications, and agrees to furnish documentation to AMBAG to support this requirement that all of its agreements with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

40. COST PRINCIPLES

- A. CONTRACTOR agrees to comply with the following:
1. the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments)," shall be used to determine the allowability of individual project cost items, and
 2. the Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- B. Any costs for which CONTRACTOR receives payment or credit that is determined by a subsequent audit or other review by either AMBAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by CONTRACTOR within thirty (30) days of CONTRACTOR receiving notice of audit findings. Should CONTRACTOR fail to reimburse moneys due AMBAG within thirty (30) days of demand, or within such other

period as may be agreed between Parties hereto, AMBAG is authorized to withhold future payments due CONTRACTOR.

- C. CONTRACTOR agrees to furnish documentation to AMBAG to support this requirement that all of its agreements with Subcontractor(s) contain provisions requiring adherence to this section in its entirety.

41. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The CONTRACTOR and its Subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or DOT-assisted contracts or in the administration of AMBAG's DBE Program. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as AMBAG deems appropriate.
- B. It is the policy of AMBAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. The CONTRACTOR and its Subcontractor(s) shall comply with the requirements of 49 CFR Part 26 and with AMBAG's DBE Program, as amended.
- C. Even if no DBE participation will be reported, the CONTRACTOR shall complete and sign a "DBE Certification Form" at the time this AGREEMENT is executed
- D. During the period of this Agreement, the CONTRACTOR shall maintain records of all applicable subcontracts advertised and entered into germane to this AGREEMENT, documenting the actual DBE participation and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subcontractor(s) or vendor, and the total dollar amount actually paid each DBE Subcontractor(s) or vendor. Upon completion of the AGREEMENT, regardless of whether DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on a form that shall be provided by AMBAG.

42. FLOW-DOWN PROVISIONS

Any subcontract entered into as a result of this AGREEMENT shall contain the following provisions of this Agreement:

Section 3 (Coordination/Staffing); Section 5 (Invoicing for Payment); Section 6 (Agreement Completion Retainer); Section 7 (Satisfactory Performance); Section 9 (Ownership, Confidentiality, and Use of Work Products); Section 10 (Termination); Section 11 (Disputes); Section 15 (Records Retention and Audits); Section 18 (Indemnification); Section 19 (Civil Rights); Section 23 (Program Fraud and False or Fraudulent Statements and Related Acts); Section 27 (Conflict of Interest); Section 34 (Independent Contractor); Section 37 (Compliance with Laws, Rules, and Regulations); Section XX (Disadvantaged Business Enterprise); Section 38 (Federal and State Lobbying Activities Certification); Section 39 (Certifications and Assurances); and Section 40 (Cost Principles)

43. INTERPRETATION

Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as

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

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

AMBAG:

Signature:_____

Name: Maura F. Twomey

Title: Executive Director

Association of Monterey Bay Area Governments (AMBAG)

CONTRACTOR:

Signature:_____

Name:

Title: President

APPROVED TO AS TO FORM:

By:_____

Don Freeman, AMBAG Legal Counsel

P.O. Box 805, Carmel CA 93921

FORMS AND CERTIFICATIONS – RFP ATTACHMENT D

CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any AMBAG/RAPS, Inc. Board Director in the 12 months preceding the date of the issuance of this Request for Proposals?

YES NO

If yes, please identify the Board Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any AMBAG/RAPS, Inc. Board Director in the three months following the award of the contract?

YES NO

If yes, please identify the Board Director(s): _____

Answering yes to either of the two questions above does not preclude AMBAG from awarding a contract to your firm. It does, however, preclude the identified Board Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

**CERTIFICATION
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to AMBAG.

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

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

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

Name of Firm

Signature (original signature required)

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I. _____ hereby certify on behalf of _____ that:
(name and title of authorized official) (name of firm)

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 2014.

By

(signature of authorized official)

(title of authorized official)

ATTACHMENT E - CENTRAL COAST REGION

Central Coast Coalition—Commercial Flows Study



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

Draft US Highway 101 Central Coast California Freight Plan and Budget

Task Title	Budget	FY 13/14				FY 14/15												FY 15/16							
		M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
Development of a Project Work Plan	\$10,000																								
Project Kick-Off Meeting																									
Working Group																									
Monthly Reporting and Invoicing																									
Existing Conditions, Transportation Systems, Travel Characteristics, Existing Services, Caltrans Priorities	\$32,500																								
Development of the Problem Statement																									
Public Meetings and Outreach	\$8,000																								
Define Future Project Alternatives	\$100,000																								
Develop Evaluation Metrics for Evaluating Project Alternatives and Select Preferred Corridor Alternatives																									
Future Funding Opportunities																									
Study Preparation: Draft Study	\$49,500																								
Study Preparation: Final Study																									
TOTALS	\$200,000																								