I. RFP SUMMARY

Service Requested: On-Call Consultant to Communities Putting Prevention to Work (CPPW) Pass-Through Grant Programs

Contract Type: On-Call Task Orders

Number of Contracts: One or more consulting firms for each specific program area

Amount: Up to $1,150,000 for all contracts awarded

Term: May 2011 to February 2012

UDBE Goal: Not Applicable

Payment Method: Firm fixed price per Task Order, based on negotiated Payment Schedule

Deadline for Questions Regarding this RFP: Thursday, 4:00 p.m., January 13, 2011

Non-Mandatory Pre-Proposal Meeting: Wednesday, 10:30 a.m., January 5, 2011, SANDAG Conference Room 7

RFPs DUE:
4:00 p.m.
Friday, January 21, 2011
Company Name

Address

Company Name (i.e., Sole Proprietorship, Partnership, Corporation) Federal Tax I.D. Number

Identification of Person Authorized to Execute Agreement

Contact Name / Title
( ) ( )
Phone Fax

E-mail

Consultant Point of Contact for SANDAG Project Manager

Contact Name / Title
( ) ( )
Phone Fax

E-mail

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

☐ No  ☐ Yes

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

☐ No  ☐ Yes (if yes, check all that apply)

☐ Hispanic Male
☐ Subcontinent Asian Male
☐ African American
☐ Asian Pacific American
☐ Native American
☐ Women
REQUEST FOR PROPOSALS
FOR
ON-CALL CONSULTANT TO COMMUNITIES PUTTING PREVENTION TO WORK (CPPW) PASS-THROUGH GRANT PROGRAMS

I. INTRODUCTION

Thank you for your interest in contracting opportunities with the San Diego Association of Governments (SANDAG). SANDAG is seeking proposals from qualified and experienced consulting firms with documented experience in providing technical assistance on an as-needed basis for the Communities Putting Prevention to Work (CPPW) pass-through grant programs, specifically in the areas of (1) Healthy Community Planning, (2) Active Community Transportation, (3) Safe Routes to School Capacity Building and Planning, and (4) Safe Routes to School Education, Encouragement, and Enforcement (“Project”). This request for proposals (RFP) describes the Project, the required scope of services, the consultant selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

II. BACKGROUND

SANDAG is a legislatively created regional government agency that serves as a technical and informational resource for the area’s 18 incorporated cities and the county government, who collectively are the “Association of Governments.” SANDAG also serves as the federally designated metropolitan planning organization and Regional Transportation Commission for the region. Through SANDAG, local governments work together to solve current problems and plan for the future. SANDAG builds consensus, makes strategic plans, obtains and allocates resources, and provides information on a broad range of topics pertinent to the San Diego region’s quality of life.

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

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

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

A. Project Background

SANDAG is working with the County of San Diego Health and Human Services Agency on a Communities Putting Prevention to Work (CPPW) grant administered by the Centers for Disease Control and Prevention (CDC). The focus of SANDAG’s work on this grant is on healthy physical activity through the built environment, aimed at integrating public health impact, analysis, policy and measures within all levels of transportation and land use planning.

As part of this effort, SANDAG will award a total of up to $1,150,000 in grants through four (4) CPPW grant program areas listed as follow:

1. $700,000 in Healthy Community Planning Grants to cities, the County of San Diego, and tribal governments in support of their planning efforts to increase physical activity and improve nutrition by changing development patterns and community design to support active transportation, access to public transit, and access to parks and healthy food. The proposed range of the budget for consultant portion of the project is $50,000 to $75,000 each and all contracts awarded in a total amount not to exceed $700,000.

2. $150,000 in Active Community Transportation Grants to cities, the County of San Diego, and tribal governments to complete active transportation plans to address public health and positive public health outcomes in creating bicycle and pedestrian friendly neighborhoods. The proposed range of the budget for consultant portion of the project is $30,000 to $50,000 each and all contracts awarded in a total amount not to exceed $150,000.

3. $250,000 in Safe Routes to School Capacity Building and Planning Grants to schools, school districts, or cities, or the County of San Diego to guide partnerships through the development of a thorough Safe Routes to School action plans. The proposed range of the budget for consultant portion of the project is $35,000 to $60,000 each and all contracts awarded in a total amount not to exceed $250,000.

4. $50,000 in Safe Routes to School Education, Encouragement, and Enforcement Grants to schools, school districts, or cities, or the County of San Diego to promote and educate parents, children, and community members on safe walking/bicycling to school. The proposed range of the budget for consultant portion of the project is $3,000 to $10,000 each and all contracts awarded in a total amount not to exceed $50,000.

Consultant contract(s) will be awarded through a competitive process. The key goal of this process is to provide technical assistance through consultant(s) selected to grantees in support of these efforts.

Once the agreements between Consultants and SANDAG are signed, SANDAG will determine the consulting firm best-suited to accomplish the work for a particular grant program area, finalize scopes of work, and issue a task order to the consultant to work with the grantee. At this point, the consultant will work directly with grantee staff.
B. **Brief Project Description**

SANDAG is soliciting proposals from qualified firms with proven experience to provide integrated public health/planning, transportation planning, traffic engineering, and Safe Routes to School consulting services to assist grantees in incorporating public health principles into their planning efforts. The projects may include planning efforts such as general plans, specific plans, community plans, corridor studies, or other examples, and Safe Routes to School capacity building. This procurement will select one or more firms to be on-call for each program area. The work will be performed for SANDAG and SANDAG grantees. Throughout this RFP, the term “grantees” only refers to cities, the County of San Diego, tribal governments, nonprofit organizations, schools, and school districts that are located in the San Diego region.

Firms should specify which program areas they are qualified for, and provide qualifications relative to each area. If firms wish to be considered for more than one program area, they must submit qualifications for each area for which they are proposing.

C. **Fee Estimate**

The estimated range of the fee for the completion of the Project is up to $700,000 for the requested area of Healthy Community Planning, up to $150,000 for the requested area of Active Community Transportation, up to $250,000 for the requested area of Safe Routes to School Capacity Building and Planning, and up to $50,000 for the requested area of Safe Routes to School Education, Encouragement, and Enforcement. This Project is included in the annual Overall Work Program and Program Budget.

D. **Duration of Agreement**

The proposer who is awarded the contract for this Project will be authorized to perform work pursuant to individually negotiated task orders issued and in accordance with the terms of SANDAG’s Standard Services Agreement – RFP Attachment 11. Based upon satisfactory performance, availability of funds, and other factors, SANDAG may authorize the selected consulting firm(s) to perform services under the Agreement for the period of May 2011 through February 2012.

E. **Payment**

The selected consultant will be paid by the following method: firm fixed price per Task Order negotiated on the basis of an agreed payment schedule.

IV. **SCOPE OF REQUIRED SERVICES**

A. **Project Description**

A detailed scope of work is included in RFP Attachment 2.
B. Project Schedule

The schedule for each project will be determined at the start of the project, but all work must be completed by February 2012. It is anticipated that work will begin by early May, SANDAG will work with the selected consultant on a project-by-project basis to determine the specific types of services required, project schedules, and milestones.

V. SPECIAL CONSIDERATIONS

A. SANDAG Roles and Responsibilities

The selected public health/planning, transportation planning, and Safe Routes to School consultant(s) services will be used internally by SANDAG staff for SANDAG-initiated projects, and will be made available for cities, the County of San Diego, tribal governments, schools, school districts, and/or community organizations. Following is a description of the roles and responsibilities of SANDAG in coordinating and managing these services.

1. SANDAG will prepare and manage the grant process for the four programs, described above, and will serve as the Contract Manager

2. SANDAG staff will be assigned as the Task Order manager. SANDAG staff will be responsible for coordinating the four grant programs, connecting the appropriately qualified consultant with the grantees, and processing task orders and invoices.

3. SANDAG and the grantee will enter into a grant agreement that will detail the specific grant’s scope of work.

4. Once the grant agreement between the grantee and SANDAG is signed, SANDAG will issue a Task Order with the consultant who will perform the work. After the Task Order is signed by SANDAG and the Consultant, the consultant will work directly with grantee staff. The consultant will invoice SANDAG for its work with the grantee. Grantees will confirm that the work has been satisfactorily completed.

B. Grant Requirements

SANDAG anticipates use of grant funding from sources that have been identified at this time. Consultant will be required to comply with the pass-through grant obligations listed in the Standard Services Agreement attached hereto as Exhibit E – Grant Requirements and Pass-Through Provisions.

C. Pre-Award Audit

This Project will be funded in whole or in part with state or federal funds and the amount of the contract, with possible amendments, is likely to exceed $250,000. Therefore, the proposer selected for contract negotiations will be subject to a pre-award audit by Caltrans or SANDAG that must be successfully completed before contract documents are signed and the proposer is issued a notice to proceed. During the pre-award audit, Caltrans or SANDAG will examine the proposer’s accounting, administrative, and estimating systems; proposed costs; quantities; and financial condition. The audit will be broad in scope and could be time-
consuming. A copy of Caltrans’ Accounting and Auditing Guidelines, which will be used as a basis for the audit, is available on Caltrans’ Web site at: www.dot.ca.gov/hq/LocalPrograms/lpp/LPP00-05.pdf

Consistent with 49 U.S.C. 5325(b)(3)(A)(B), any contract or subcontract awarded under this section must be performed and audited pursuant to Federal Acquisition Regulations. SANDAG will accept proposer’s indirect cost rates, established in accordance with Federal Acquisition Regulations’ cost principles, for one (1)-year applicable accounting periods by a cognizant federal or state government if those rates are not currently under dispute.

Amendments to a contract that are in excess of $250,000 will be subject to the audit requirement. Also, any amendment that causes a contract that did not originally exceed $250,000 to go over the $250,000 threshold will be subject to audit.

VI. GENERAL PROPOSAL REQUIREMENTS

A. General

1. The proposal should be concise, well organized, and demonstrate the proposer’s qualifications and experience applicable to one or more grant programs for which the firm is attempting to be qualified. The proposal shall be limited to twenty-five (25) one-sided pages for one program area (8.5 inches x 11 inches), inclusive of graphics, pictures, photographs, cover letter, etc., exclusive of resumes, required forms, dividers, front and back covers, and letters of commitment from subconsultants or Disadvantaged Business Enterprise documentation. Resumes for key personnel need to be included and should be limited to one (1) page. Type size (minimum of 9 point) and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing.

2. Up to an additional five (5) pages may be added to the proposal for each program area if the firm is attempting to be qualified in more than one program area. Please see below for further instructions regarding the contents of the proposal in situations where a firm is seeking to be qualified in more than one program.

3. If a firm is seeking selection for more than one program area, for each program area identified, create a separately tabbed and labeled section to describe the firm’s experience in providing services similar to those described in the Scope of Work. Failure to customize the sections of the proposal package to address SANDAG’s specific needs and requirements may lead to low scores or a finding of non-responsiveness.

4. The written proposal must include a discussion of the proposer’s approach to the Project, a breakdown and explanation of Project tasks, a proposed Project schedule, an estimate of costs, and documentation of the firm and proposer’s qualifications for the scope of work. All cost and pricing data, including documents showing indirect costs and direct labor rates, must be placed in a separate envelope.

5. The proposer will be evaluated based upon the information submitted in accordance with Proposal Content Requirements in Section [VII], Evaluation Criteria in Section [XI], and compliance with the requirements of this RFP.
VII. PROPOSAL CONTENT REQUIREMENTS

A. Contents

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

1. **Executive Summary**

   Include a 1-2 page overview of the entire proposal signed by an officer of the firm describing the most important elements of the proposal.

2. **Identification of Grant Program Area**

   Please indicate in this section which program areas you wish to be considered for (check all that apply):

   **PRIME CONSULTING FIRM**

   (check all that apply)
   ___ Healthy Community Planning Grants  
   ___ Planning  
   ___ Urban Design/Landscape Architecture  
   ___ Other consulting, specify: __________

   ___ Active Community Transportation Study Grants  
   ___ Transportation Planning  
   ___ Urban Design/Landscape Architecture  
   ___ Traffic Engineering  
   ___ Other consulting, specify: __________

   ___ Safe Routes to School Capacity Building and Planning Grants  
   ___ Transportation Planning  
   ___ Traffic Engineering  
   ___ Other SRTS consulting, specify: __________

   ___ Safe Routes to School 3Es Grants

   **SUBCONTRACTOR(S)**

   (check all that apply)
   ___ Healthy Community Planning Grants  
   ___ Planning; specify firm: __________
   ___ Urban Design/Landscape Architecture; specify firm: __________  
   ___ Other consulting, specify area of expertise and firm: __________

   ___ Active Community Transportation Study Grants  
   ___ Transportation Planning; specify firm: __________  
   ___ Urban Design/Landscape Architecture; specify firm: __________
   ___ Traffic Engineering; specify firm: __________
   ___ Other consulting, specify area of expertise and firm: __________
___ Safe Routes to School Capacity Building and Planning Grants
___ Transportation Planning; specify firm: __________
___ Traffic Engineering; specify firm: __________
___ Other SRTS consulting, specify area of expertise and firm: __________

___ Safe Routes to School Education, Enforcement, Encouragement Grants

SANDAG anticipates selecting one or more firms in each program area above. A firm can be a Prime Consultant or form a Joint Venture or as a designated subconsultant to another firm that responds to the same project.

3. Identification of the Proposer and Establishment of Proposer’s Fiscal Responsibility

Please provide the following information:

a. Legal name and address of proposer’s company.

b. Number of years proposer’s company has been in business.

c. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member. If a corporation, certify that the corporation is in good standing with the Secretary of State.

d. If company is wholly-owned subsidiary of a “parent company,” provide the legal name and form of the parent company.

e. Tax Identification Number

f. Address(es) of office(s) that will work on this Project.

g. If DBE certified, identify certifying agency, as well as gender and ethnicity.

h. Name, title, address, e-mail address, and telephone number of the person to contact concerning the proposal.

i. State whether the proposer has filed bankruptcy in the last ten (10) years and provide any other relevant information concerning whether the proposer is financially capable of completing this Project.

j. SANDAG is only permitted to award contracts to responsible and responsive proposers. Final determination of a proposer's responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by SANDAG, information submitted in a best and final offer, and information resulting from SANDAG’s inquiry of proposer's references and its own knowledge of the proposer. Proposer’s integrity and reputation, as well as its fiscal responsibility, will be taken into account as part of the responsibility determination.
4. Experience and Technical Competence

a. Please respond to the following questions

All respondents should provide the information requested and respond to the questions asked in the following section. To the extent the requested information relates to a program area for which you are not applying, for example, Healthy Community Planning Grants; simply indicate “not applicable.”

Healthy Community Planning Grants

1) Provide a narrative description of your prior experience with projects incorporating public health concepts into planning projects. Describe your prior experience in detail, including:

- Project location
- Project setting (i.e. urban, suburban, rural, etc.)
- General community demographics
- Project duration
- Unique community circumstances or main issues addressed
- Issues and accomplishments in working with community members and policymakers
- Measurable project outcomes

2) For the above projects, please list staff that worked on those projects and their roles.

3) Describe your prior experience in projects that successfully incorporated each of the following into policies and/or planning efforts:

- Active transportation principles
- Access to public transit
- Access to parks
- Access to healthy food
- Program evaluation and monitoring

Active Community Transportation Study Grants

1) Provide a narrative description of your prior experience incorporating public health concepts into transportation planning efforts, and experience with comprehensive, bicycle/pedestrian-oriented neighborhood-level or corridor planning studies. Describe your prior experience in detail, including:

- Project location
- Project setting (i.e. urban, suburban, rural, etc.)
- Identified issues that were addressed
- Issues and accomplishments in working with community members
- Innovative policies or solutions implemented as a result of the project
- Measurable project outcomes
2) For the above projects, please list staff that worked on those projects and their roles.

3) Describe your prior experience in projects that successfully addressed each of the following:

- Priority treatments for bicycle and pedestrians, particularly innovative solutions
- Connections between major destinations and other bicycle/pedestrian, and transit facilities
- Parking
- Traffic calming
- Bicycle/pedestrian data collection, evaluation, and monitoring

**Safe Routes to School Capacity Building and Planning Grants**

Provide a narrative description of your prior experience with comprehensive Safe Routes to School action plans. Describe your prior experience in detail, including the following:

- Project location
- Project setting (i.e. urban, suburban, rural, etc.)
- Identified issues that were addressed
- Lead agency or agencies
- Issues and accomplishments in working with community members
- Innovative policies or solutions implemented as a result of the project
- Program evaluation methods
- Measurable project outcomes

**Safe Routes to School 3Es Grants**

Provide a narrative description of your prior experience with Education, Encouragement, and Enforcement (3Es) efforts. Describe your prior experience in detail, including the following:

- Project location
- Project setting (i.e. urban, suburban, rural, etc.)
- Number of children/parents served
- Issues and accomplishments in working with community members
- Innovative education, encouragement, enforcement techniques utilized
- Program evaluation methods
- Measurable project outcomes

b. Using the Scope of Work, RFP Attachment 2, as a guide, indicate which program area(s) you are proposing for. If a firm is seeking selection for multiple program areas, this section of the proposal should be separated into subsections in order to separate the proposer’s experience applicable to each program area for evaluation by SANDAG.
c. Describe the proposer’s experience in completing similar consulting efforts. The proposer shall list a minimum of three (3) successfully completed projects of a similar nature, for each program area for which the proposer is applying and these projects shall be from those services listed as required services in RFP Attachment 2 – Scope of Work. The combined proposer and subconsultant projects listed shall not exceed five (5) projects. For each completed project, provide the name of the company and Project Manager the proposer performed work for, telephone numbers, e-mail addresses, type of work performed, and dollar value of the contracts. A project currently being performed may be submitted for consideration as one of the references. It is SANDAG's policy to interview proposers’ references as well as references identified by SANDAG. Projects without valid contact information or references will not be considered, and may result in a zero (0) score for the reference.

5. Proposed Method to Accomplish the Work

Describe the proposer’s technical and management approach to the Project and how the proposer will plan for and accommodate each into the Project effort. Provide a proposed Project schedule if appropriate. Discuss how and what lines of communication will be implemented to maintain the Project schedule. This section of the proposal should contain a discussion tailored to the Project and SANDAG’s needs. Boilerplate proposals that do not include discussion specific to SANDAG structure, policies, business methods, and Project requirements will receive lower scores. Demonstrated understanding of SANDAG and the Project, with the inclusion of innovative approaches and articulate analyses, will receive higher scores. If a firm is seeking selection for multiple program areas, this section of the proposal should be separated into subsections in order to separate the proposer’s approach applicable to each program area for evaluation by SANDAG.

6. Knowledge and Understanding of San Diego Region and Relevant Laws or Policy Issues

Describe the proposer’s experience working in the San Diego region and proposed local presence for interfacing with SANDAG’s Project Manager and staff. This includes, but is not limited to: knowledge of city, county, and other local agencies’ regulations and policies, politics, and political issues. Describe proposer’s experience with and knowledge of relevant state and federal laws.

7. Project Organization and Key Personnel

a. Describe proposed Project team organization, including identification and responsibilities of key personnel. Indicate role and responsibility of prime consultants and all subconsultants, including Disadvantaged Business Enterprises (DBE). If applicable, indicate how local firms are being utilized to ensure a strong understanding of state and local laws, ordinances, regulations, policies, requirements, and permitting. Indicate the extent of the commitment of key personnel for the duration of the Project and furnish resumes of key personnel. Provide an indication of the staffing level for the Project. SANDAG’s evaluation of the proposal will consider the proposer’s entire team; therefore,
no changes in the team composition will be allowed without prior written approval of SANDAG. **Subconsultant letters of commitment are required and must be submitted with the proposal.**

b. Key personnel’s resumes shall include background, work history, and relevant experience such as a statement of particular expertise and experience in performing relevant consulting services, or equivalent experience.

c. Provide a staffing plan to identify the approximate number, expertise, and experience level of staff by role and responsibility and contract phase. The staffing plan shall explain how the proposer anticipates ensuring that an adequate amount of staff with the necessary qualifications can be located and committed to working on projects when they are needed. The staffing plan shall also identify supervisory and reporting relationships and shall specifically address the complications involved in managing staff who may not be working in the same office or city.

8. **Previous Contracts with SANDAG**

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

9. **Exceptions to this Request for Proposals**

The proposer shall state whether or not it takes exception(s) to this RFP, including but not limited to SANDAG’s Standard Services Agreement – RFP Attachment 11. If the proposer does take exception(s) to any portion of the RFP or contract, the specific portion to which exception(s) is taken must be identified by section number and explained. Requests for changes or additions to sections of SANDAG’s Standard Services Agreement must be shown by requesting deletion of specific words and/or by providing new requested contract language. Requests for complete replacement of the SANDAG Standard Services Agreement for another contract will not be granted. Failure to make exceptions to the RFP or Standard Services Agreement within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

10. **Addenda to this Request for Proposals**

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

11. **Required Certifications**

See List of Submittals Required with Proposal (RFP Checklist) – RFP Attachment 1.
12. **Notice of Potential for Organizational and Financial Conflicts of Interest**

SANDAG has established a policy concerning potential conflict of interest in program management, design, and construction. This policy applies to all proposers and their proposed subconsultants. See Standard Services Agreement – RFP Attachment 11 - for additional information and required certifications by proposers and their subconsultants.

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

Consultants, contractors, vendors and agents thereof currently doing business with or planning to seek contract awards from SANDAG are strongly discouraged from giving gifts to SANDAG officers, employees, agents or Board members who have taken or may in the future take part in contracting decisions for SANDAG. SANDAG’s officers, employees, agents, and Board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements that could bias their decision-making. This prohibition applies to any gift, gratuity, favor, entertainment, or loan, and includes such items as liquor, lodging, travel, food, and tickets to public functions such as sports events, theater, etc. If a person has any reason to believe a financial or organizational conflict of interest exists with regard to a particular procurement, he/she should notify the SANDAG Office of General Counsel immediately.

A proposer is eligible for award of service contracts by SANDAG so long as the contract in question does not create an actual, potential, or apparent financial or organizational conflict of interest. A prohibited organizational conflict of interest exists when a firm is or may be unable to render impartial, objective assistance or advice to SANDAG or where a firm would receive an unfair competitive advantage. Examples of situations that could create such a conflict of interest are listed in Board Policy 16. Proposers that have a conflict of interest due to performing work for SANDAG are ineligible to submit a proposal. A process for determining whether a proposer has a conflict is set forth in Board Policy 4. Ineligible firms include the prime proposer, its subconsultants and affiliates of either. An affiliate is a firm that is subject to the control of the same persons through joint ownership or otherwise.
13. **Detailed Cost Estimate**

a. Proposers are to complete a Cost Estimate Form (RFP Attachment 3, Parts 1 through 4) for each of the program areas that the proposers wish to propose on and provide an estimate of the total direct and indirect costs to complete all tasks identified in the applicable Scope of Work (RFP Attachment 2). The Cost Estimate Forms can be downloaded from SANDAG’s Web site at: www.sandag.org/contracts.

b. Even if the method of payment to proposer will be fixed fee, a detailed cost breakdown shall be provided identifying: (1) the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this Project, including fringe and overhead costs; (2) an estimate of all other direct costs, such as materials and reproduction costs; and (3) an estimate of subconsultant services, if needed. This information will be used to determine the reasonableness of proposers’ estimates and for pre-award audit purposes when appropriate.

c. All cost and pricing data, including documents showing indirect costs and direct labor rates, must be placed in a separate envelope. Proposers must not include any information regarding their detailed cost estimates in the envelope containing their written proposal. Please see Section VI, General Proposal Requirements, Paragraph A(2), above.

d. Consultant’s rates are not adjustable for the performance period set forth in any Agreement awarded as a result of this RFP. If the firm wants to include a fee escalation clause for projects assigned after January 1, 2012, the proposed percentage increase requested must be included as an exception to the contract terms pursuant to Section VII, Paragraph A(9) of this RFP - Exceptions to this Request for Proposals

**VIII. SUBMITTAL REQUIREMENTS**

Seven (7) hardcopies of the technical proposal and one (1) copy on a disc, and seven (7) hardcopies of the cost proposal and one (1) copy on a separate disc as a pdf file of the cost proposal shall be submitted. Proposals submitted by facsimile or e-mail are not acceptable and will not be considered.

The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer. A list of the documents that must be submitted with the proposal is set forth in List of Submittals Required with Proposal (RFP Checklist) – RFP Attachment 1.

Proposer is responsible for submitting its proposal and any modifications or revisions, so as to reach SANDAG’s office as designated in the RFP by the time specified below. Any proposal, modification, or revision received by SANDAG after the exact time specified for receipt of proposals is “late” and will not be considered unless it is received before award is made, and the Chief Deputy Executive Director determines that accepting the late proposal would not unduly delay the acquisition; and:
(1) It was received before proposals were distributed for evaluation or within 24 hours after the exact time specified for receipt, whichever is earlier; or

(2) There is acceptable evidence to establish that it was received at the SANDAG location designated for receipt of proposals and was under SANDAG’s control prior to the time set for receipt of proposals; or

(3) It is the only proposal received.

The proposal must be addressed to and received no later than 4 p.m., local time, on January 21, 2011, at the office of:

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

Postmarks will not be accepted in lieu of this requirement.

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

(1) Name of proposer

(2) Project title

(3) Package Number (e.g., 1 of 8, 2 of 8)

(4) One original detailed cost estimate shall be submitted in a separate envelope. The name of the proposer, the Project title, and the title “Cost Proposal” shall be clearly written on the envelope.

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

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

SANDAG reserves the right to waive inconsequential irregularities.
IX. PRE-SUBMITTAL ACTIVITIES

A. Questions Concerning Request for Proposals

All questions relating to the RFP must be received in writing via mail, facsimile, e-mail, or hand delivery no later than 4 p.m., on January 13, 2011, addressed to:

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

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

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

B. Pre-proposal Meeting

A pre-proposal meeting will be held at SANDAG on January 5, 2011, from 10:30 a.m. to 12:00 p.m. in SANDAG Conference Room 7. A summary of the questions and answers from the pre-proposal meeting will be posted on the Project Web page within five (5) business days after the pre-proposal meeting. The names and phone numbers of potential proposers that signed in and attended the pre-proposal meeting will be posted on the Web page for this procurement to help prime proposers and potential subconsultants locate each other. This posting is not an endorsement by SANDAG of any of the individuals or firms listed.

The pre-proposal meeting is not mandatory. Potential proposers and subcontractors are highly encouraged to attend the pre-proposal meeting. It is an opportunity to learn about the Project, ask questions, and network with firms with whom you may form a team for the Project.

C. Revision to the Request for Proposals

SANDAG reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be posted on the Web page devoted to this RFP at least one (1) full business day prior to the deadline for proposals. It is the responsibility of the proposer to check the Web site for any revisions related to this RFP.

X. CONSULTANT EVALUATION AND SELECTION PROCESS

A. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which
are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with proposer(s) within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, SANDAG may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to SANDAG's right to reject any or all proposals, the proposer will be selected whose proposal is found to be most advantageous to SANDAG.

B. Proposals will not be publicly opened. All detailed cost estimates ("cost proposals") and evaluations related to costs will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Evaluation Committee and SANDAG officials, employees, and agents having a legitimate interest will be provided access to the cost proposals and cost evaluation results during this period.

C. Proposals will be evaluated to determine the responsibility of proposers. Any proposals from proposers whom SANDAG finds not to be responsible and finds cannot be made to be responsible within timelines set by SANDAG may not be considered for the competitive range. Final determination of a proposer's responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by SANDAG, information submitted in a BAFO, and information resulting from SANDAG's inquiry of proposer's references and its own knowledge of the proposer. Proposer's integrity and reputation, as well as its fiscal responsibility, will be taken into account as part of the responsibility determination.

D. Each proposal will be evaluated for responsiveness. The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that SANDAG finds not to meet these requirements, and may not be made to meet these requirements within timelines set by SANDAG, may be determined by SANDAG to not be considered for the competitive range. The requirements are as follows:

1. Proposer is initially evaluated as responsible. Final determination of responsibility will be made with final evaluations. Further information regarding proposer responsibility requirements can be found in Board Policy No. 016, which is available at www.sandag.org/legal.

2. Proposer has followed the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by SANDAG to be either a defect that SANDAG will waive or that the proposal can be sufficiently modified to meet these requirements.

3. The amount of the cost proposal would not render this procurement financially infeasible, or it is reasonable that such amount might be reduced to render the procurement financially feasible.

E. Proposers of any proposals that have been determined by SANDAG as not in the competitive range, and cannot be reasonably made to be within the competitive range, will be notified in writing that they were not shortlisted.
F. Proposers whose proposals are found by SANDAG to be within the competitive range, or may be reasonably made to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them. Each such proposer may be invited for a private interview(s) and discussions with SANDAG to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

G. In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations, or understandings to any Agreement requirements, said conditions, exceptions, reservations, or understandings may be negotiated during these meetings. However, SANDAG shall have the right to reject any and all such conditions and/or exceptions, and instruct the proposer to amend its proposal and remove said conditions and/or exceptions; and any proposer failing to do so may cause SANDAG to find such proposal to be outside the competitive range.

H. SANDAG reserves the right to conduct visits to proposers’ facilities or to inspect the facilities for which proposer has supplied or provided the same or similar equipment or services if appropriate.

I. After any interviews have been completed, each of the proposers in the competitive range may be afforded the opportunity to amend its proposal and make its BAFO. SANDAG will then choose that proposer it finds to be most advantageous to SANDAG based upon the evaluation criteria for work on the Project. SANDAG reserves the right to make an award to a proposer whose proposal it judges to be most advantageous to SANDAG based upon the evaluation criteria, without conducting any written or oral discussions with any proposers or solicitation of any BAFOs.

J. SANDAG will establish one or more consultant Evaluation Committee(s) (“Committee(s)”) for this Project and will include representatives from SANDAG, and when deemed in SANDAG’s best interest, representatives of its member agencies, the general public, or individuals with experience and expertise in the related discipline(s).

K. Based upon the written proposal, interview, and reference scores, and other appropriate evaluation factors, the Evaluation Committee(s) will rank the qualified finalists.

L. The Committee(s) will recommend the top-ranked proposer(s) to SANDAG’s Executive Director and/or designee, and will request authority to enter into negotiations with one or more firms in the competitive range. The Executive Director and/or designee has final authority for making a selection that is in SANDAG’s best interest. The proposer(s) selected for negotiations will be sent a Notice of Intent to Award or Notice of Intent to Negotiate. Proposers who are not selected for negotiations will be sent a Notice of Intent to Enter Negotiations With Another Proposer.

M. Upon receipt of the Executive Director’s and/or designee’s authorization to negotiate, SANDAG will establish a negotiating team and enter into negotiations with the firm(s) in the competitive range. The negotiations may cover: scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort, and price. If the negotiating team is unable to reach an acceptable agreement with the preferred firm, the negotiating team will recommend to the Executive Director that negotiations be terminated and that negotiations with one or more other firms be initiated. The Executive Director has final
authority to terminate negotiations and begin negotiations with another proposer when it is in SANDAG’s best interest to do so.

N. After completion by Caltrans or SANDAG of a pre-award audit and negotiation of a proposed Agreement that is fair and reasonable, the negotiating team will recommend to the Executive Director and/or designee that SANDAG enter into the proposed Agreement. Final authority to approve the Agreement rests with the Executive Director and/or designee. **No work on the Project may commence until after the Agreement has been executed by all of the parties. Any work performed by a proposer prior to execution of the Agreement by SANDAG will be uncompensated.**

O. Due to concerns regarding confidentiality during contract negotiation process, consultants will not be debriefed until after contract negotiations have been completed.

**XI. EVALUATION CRITERIA**

A. Proposers will be evaluated on the criteria as per attached Consultant Short List Evaluation Form – RFP Attachment 8 (a maximum of 80 points). If an interview is utilized, proposers will be evaluated per the criteria as defined in attached Consultant Interview Evaluation Form – RFP Attachment 9 (a maximum of 100 points). SANDAG reserves the right to independently score the Short List Evaluation and the Interview Evaluation or combine the scores. The criteria in the Short List Evaluation worksheet is the basis for the initial evaluation, scoring and ranking of proposers’ proposals to establish a short-list of firms to be interviewed. Each panel member will convert the weighted scores to ranks, with the highest weighted score ranked one, the next highest score ranked two, and so on. All panel members’ ranks will be combined and the lowest combined rank score will be the top-ranked firm for the short list and interview evaluations.

B. SANDAG may or may not conduct interviews. If SANDAG elects to eliminate the interview, the Consultant Short List Evaluation with No Interviews Form – RFP Attachment 10 (a maximum of 110 points), shall be utilized for final evaluation.

C. The basis for ranking the cost proposal shall be the information included by the proposer in Cost Estimate Form – RFP Attachment 3. If task orders are executed, they will be negotiated on the level of effort based on the rates shown in the proposer’s cost proposal.

D. It is SANDAG’s policy to conduct reference interviews for proposers. Reference interview results will be considered during the evaluation and selection process. Only responsible proposers submitting responsive proposals will be considered.

E. Proposers’ detailed cost estimates and/or a determination of which proposal offers the best value to SANDAG will be part of the evaluation process. Proposers’ detailed cost estimate will have the value assigned below in the evaluation criteria descriptions. Cost estimates/proposals are a component of the proposal and shall become subject to disclosure as a public record after one or more contracts are executed unless proposer has clearly identified the cost estimate/proposal as confidential trade secret.
XII. SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

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

A. Advertise and Issue RFP ............................................................... December 13, 2010
B. Pre-Proposal Meeting ................................................................. January 5, 2011
C. Last Day to Submit Questions Regarding RFP .............................. January 13, 2011
D. Proposal Due Date ........................................................................... January 21, 2011
E. Short List Meeting ................................................................. Week of February 7, 2011
F. Oral Interviews (if utilized) ......................................................... Week of February 21, 2011
G. Selection and Notification of Intent to Award or Intent to Negotiate .................................................. Week of February 28, 2011
H. Pre-award Audit ........................................................................... March 2011
I. Contract Negotiations Complete .................................................. April 2011
J. Approval of Agreement ................................................................. April 2011
K. Notice of Award/Notice to Proceed .............................................. April 30, 2011

XIII. SPECIAL CONDITIONS

A. Reservations

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

B. Public Records

All proposals submitted in response to this RFP become the property of SANDAG and public records and, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by SANDAG if clearly marked with the word "confidential" on each applicable page. Trade secrets may be marked as confidential only to the extent they meet the requirements of California Government Code section 6254.7. Only information claimed to be a trade secret at the time of submittal to SANDAG and marked as "confidential" will be treated as a trade secret. Please see SANDAG's Public Records Request Guidelines, which are available at www.sandag/legal, for information regarding SANDAG's treatment of documents designated as confidential.

Consistent with 49 U.S.C. 5325(b)(3)(D), before requesting or using indirect cost rate data, SANDAG shall first notify and obtain written permission from any proposer or firm subject to an indirect cost rates audit. If SANDAG receives a Public Records Act request, for any proposer’s or firm’s indirect cost rates, pursuant to Government Code Section 6250 et seq., SANDAG shall also take the above-described precautionary steps.
C. Right to Cancel

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

D. Additional Information

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

E. Public Information

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

F. Contract for Services

The selected proposers will be required to sign a customized version of the attached Standard Services Agreement – RFP Attachment 11 - and to provide the insurance certificates and all other required documentation within fifteen (15) calendar days of issuance of the Notice of Intent to Award.

G. Insurance Requirements

SANDAG requires consultants doing business with it to obtain insurance, as shown in the attached Standard Services Agreement – RFP Attachment 11. The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within fifteen (15) days of issuance of the Notice of Intent to Award and prior to the commencement of any work on the Project.

XIV. PROTESTS

Pursuant to the requirements set forth in FTA Circular 4220.1F, “Third Party Contracting Requirements,” the following procedures shall be used by SANDAG to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. SANDAG will consider all protests or objections regarding the contracting process or the award of a contract received by SANDAG by 4 p.m. on the deadlines discussed below. SANDAG will review only protests submitted by an actual or prospective proposer. Protests by prospective subcontractors will be rejected. A protest by any adversely affected proposer must be made in writing and must be mailed or hand delivered to SANDAG. A protest which does not strictly comply with SANDAG’s protest procedures will be rejected.

A. Protests Before Bid/Proposal Opening

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

B. Protests Related to Determination of Responsiveness

In the event the RFP contains a DBE/UDBE goal and SANDAG makes a determination that proposer has not met the goal or good faith effort requirements set forth in this RFP, SANDAG will send the proposer a Notice of Non-responsiveness. Protests relating to any notice of non-responsiveness must be filed within five (5) business days after the date of such notice. Failure to file a protest concerning the non-responsiveness determination prior to this deadline constitutes a waiver of any protest on these grounds.

C. Protests After Bid/Proposal Opening

After proposers are short-listed and/or selected for negotiations, notices will be sent to all relevant proposers. Protests relating to failure to make the short-list must be filed within five (5) business days following protester’s receipt of a notice regarding the shortlisting. Protests relating to the intent to make an award must be filed within five (5) business days following protester’s receipt of the notice regarding the intent to negotiate. The date of filing shall be the date SANDAG receives the protest. Untimely protests will be rejected. If deemed necessary, SANDAG shall notify all proposers of record that a protest has been filed and the award has been postponed until further notice. If necessary, proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for readvertisement of the solicitation.

D. Protest Contents

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

Protests shall be addressed to:

Protest Administrator
SANDAG Contract Solicitation No. 5001555
San Diego Association of Governments
401 B Street, Suite 800
San Diego, California 92101
E. Role Of the SANDAG Office of General Counsel and Protest Administrator

If a protest raises solely a question of law, SANDAG's Office of General Counsel may advise the Protest Administrator on how to respond to the protest, and a Protest Committee may not be utilized. Upon receipt of an adverse decision, the protester may file a request for protest reconsideration pursuant to subsection H below.

If the protest requires analysis, the Protest Administrator, his/her designee, or the Office of General Counsel will appoint individuals to participate on a Protest Committee from an established list of potential Protest Committee members. At least one of the persons selected must be from an outside agency and no one may sit on the Protest Committee that has a known direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. Any communication regarding the protest between the protester and SANDAG shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at SANDAG other than the Protest Administrator or Office of General Counsel during the protest process.

F. Protest Committee

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

G. Reply To Protest

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

H. Request For Protest Reconsideration

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

I. Results Of The Protest

If the protest is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. SANDAG then may issue a new Notice of Intent to Award to a different bidder/proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and SANDAG will continue with contract negotiations with the awardee.

XV. INCORPORATION OF ATTACHMENTS

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

- RFP Attachment 1 – List of Submittals Required with Proposal (RFP Checklist)
- RFP Attachment 2 – Scope of Work
- RFP Attachment 3 – Cost Estimate Form
- RFP Attachment 4 – Subconsultant List
- RFP Attachment 5 – Bidders List
- RFP Attachment 6 – Public Contract Code Certifications
  - (Part 1) Public Contract Code Section 10162 Questionnaire
  - (Part 2) Public Contract Code Section Statements
- RFP Attachment 7 – Certifications for Federally Funded Contracts
  - (Part 1) Eligibility Certificate for Federally Funded Contracts
  - (Part 2) Noncollusion Affidavit
  - (Part 3) Debarment and Suspension Certificate, Title 49, Code of Federal Regulations, Part 29
  - (Part 4) Subconsultant’s Statement of Eligibility
  - (Part 5) Certification of Restrictions on Lobbying (4 pages)
  - (Part 6) Equal Employment Opportunity Certificate
- RFP Attachment 8 – Consultant Short List Evaluation Form
- RFP Attachment 9 – Consultant Interview Evaluation Form
- RFP Attachment 10 – Consultant Short List Evaluation With No Interviews Form
- RFP Attachment 11 – Standard Services Agreement (with Exhibits A through E)
LIST OF SUBMITTALS REQUIRED WITH PROPOSAL (RFP CHECKLIST) –
RFP ATTACHMENT 1

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

- Consultant/Contractor Information Form
- Seven (7) copies of the technical proposal
- One (1) copy of a CD-ROM technical proposal in its entirety, excluding the Cost Proposal Adobe Acrobat (PDF) format
- Seven (7) copies of the cost proposal
- One (1) copy of a separate CD-ROM Cost Proposal in its entirety Adobe Acrobat (PDF) format
- RFP Attachment 3 – Cost Estimate Form
- RFP Attachment 4 – Subconsultant List
- RFP Attachment 5 – Bidders List
- RFP Attachment 6 – Public Contract Code Certifications
  - (Part 1) Public Contract Code Section 10162 Questionnaire
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  - (Part 5) Certification of Restrictions on Lobbying (4 pages)
  - (Part 6) Equal Employment Opportunity Certificate
SCOPE OF WORK – RFP ATTACHMENT 2

TECHNICAL ASSISTANCE TO GRANTEES FOR FOUR (4) CPPW GRANT PROGRAM AREAS

HEALTHY COMMUNITIES PLANNING GRANTS

SANDAG is seeking firms qualified to assist SANDAG grantees in integrating public health into a wide variety of planning efforts. Support of active transportation, access to public transit, and access to parks and healthy food will be incorporated into grantees’ planning efforts.

Selected consultant(s) for the Healthy Communities Planning Grants will be responsible for assisting grant recipients with the following tasks as part of their planning grant projects:

1. Consult and coordinate with client (defined as SANDAG staff and/or staff from a grantee) in person and/or by other means, as necessary, to gain an understanding of the goals of each planning effort.

2. Visit project location in conjunction with grantee to conduct comprehensive assessment of existing conditions and future needs, via such means as walk/bike audits, community food assessments, or other means as appropriate.

3. Solicit community input through workshop(s) or existing public participation efforts.

4. Draft policy recommendations based on existing conditions/needs assessment and public input process.

5. Draft final product (such as health chapter, element, or section depending on scale of planning effort).

6. Produce evaluation/monitoring plan to measure impact resulting from planning effort and subsequent implementation efforts.

Firms should feel free to propose additional optional tasks as they see appropriate, based on their expertise and/or experience with similar projects in the past.

ACTIVE COMMUNITY TRANSPORTATION GRANTS

SANDAG is seeking firms qualified to assist SANDAG grantees in integrating public health into transportation planning efforts. Technical assistance will be provided to conduct comprehensive neighborhood-level or corridor planning studies in areas with a high potential for increased bicycle/pedestrian use. Comprehensive planning studies must include a community participation process, with the goal of producing the following: assessment of needs and deficiencies, and conceptual plans that: (a) prioritize bicycle and pedestrian facilities (such as bicycle boulevards and other priority treatments), (b) provide connections between major destinations and other bicycle/pedestrian, and transit facilities in the area, (c) consider parking, and (d) provide for traffic calming.
Selected consultant(s) for the Active Community Transportation Grants will be responsible for assisting grant recipients with the following tasks as part of their comprehensive planning study projects:

1. Consult and coordinate with client (defined as SANDAG staff and/or grantee staff) in person and/or by other means, as necessary, to gain an understanding of the goals of each planning effort.

2. Visit project location in conjunction with grantee to conduct comprehensive assessment of existing conditions and future needs, via such means as walk/bike audits, data collection, and/or other means as appropriate.

3. Solicit community input through workshops or existing public participation efforts.

4. Draft policy recommendations and conceptual plans based on existing conditions/needs assessment and public input process.

5. Draft preliminary engineering report for identified infrastructure improvements required.

6. Draft final study and plans.

7. Produce evaluation/monitoring plan to measure impact resulting from planning effort and subsequent implementation efforts.

Firms should feel free to propose additional optional tasks as they see appropriate, based on their expertise and/or experience with similar projects in the past.

SAFE ROUTES TO SCHOOL CAPACITY BUILDING AND PLANNING GRANTS

SANDAG is seeking firms qualified to assist schools, school districts, cities, the County of San Diego, and/or community organizations in establishing comprehensive 5Es Safe Routes to School action plans. 5Es refers to Engineering, Evaluation, Education, Encouragement, and Enforcement. Technical assistance will be provided to prepare action plans with the goal of designing comprehensive Safe Routes to School programs from the ground up.

Selected consultant(s) for the Safe Routes to School Capacity Building and Planning Grants will be responsible for assisting grant recipients with the following tasks as part of their capacity building and planning projects:

1. Consult and coordinate with client (defined as SANDAG staff and/or grantee staff) in person and/or by other means, as necessary, to gain an understanding of the grantee’s project needs.

2. Visit project location in conjunction with grantee to conduct comprehensive assessment of existing conditions and future needs, via walk/bike audits with community members, planners, and traffic engineers, data collection, and other means as appropriate.

3. Engage community through workshops and/or existing public participation efforts to provide preliminary education regarding walking and biking to school, and to solicit input.

4. Produce a map of recommended routes to school, including routes to avoid.
5. Develop an initial infrastructure improvement plan, including cost estimates and a prioritized project list.


7. Identify Education, Encouragement, and Enforcement (3Es) programs for future implementation, including cost estimates, schedule, and prioritized program list.

8. Begin implementing identified 3Es programs.

9. Identify sources of funding for infrastructure improvements and 3Es programs.

10. Establish performance measures for future evaluation and develop a monitoring plan to measure impact resulting from planning effort, infrastructure improvements, and subsequent program implementation efforts; and participate in the National Center for Safe Routes to School data collection process.

11. Draft a final study and plan.

Firms should feel free to propose additional optional tasks as they see appropriate, based on their expertise and/or experience with similar projects in the past.

SAFE ROUTES TO SCHOOL EDUCATION, ENCOURAGEMENT, AND ENFORCEMENT GRANTS

SANDAG is seeking firms qualified to assist schools, school districts, cities, the County of San Diego, and/or community organizations in delivering 3Es programs. Technical assistance will be provided to communities to assist in promoting and educating parents, children, and community members on safe walking/bicycling to school. The following tasks will be completed in cooperation with schools, community members, and law enforcement agencies.

Selected consultant(s) for the Safe Routes to School Education, Encouragement, and Enforcement Grants will be responsible for assisting grant recipients with the following tasks:

1. Consult and coordinate with client (defined as SANDAG staff and/or staff from a member agency) in person and/or by other means, as necessary, to gain an understanding of needs identified thus far, and Safe Routes to School infrastructure improvements previously completed.

2. Identify program goals and activities.

3. Identify measures and conduct performance evaluation and data collection through surveys, traffic data, and other sources as appropriate; and participate in the National Center for Safe Routes to School data collection process.

4. Conduct identified 3Es programs.

5. Produce final report summarizing outcomes, students educated, workshops conducted, lessons learned, etc., as appropriate.

Firms should feel free to propose additional optional tasks as they see appropriate, based on their expertise and/or experience with similar projects in the past.
REQUIRED DELIVERABLES

Healthy Communities Planning Grants

1. Existing conditions/needs assessment report
2. Draft framework and policy recommendations
3. Final policy recommendations
4. Evaluation/monitoring plan

Active Community Transportation Grants

1. Existing conditions/needs assessment report
2. Draft policy recommendations and conceptual plans
3. Final policy recommendations, conceptual plans, and preliminary engineering
4. Evaluation/monitoring plan

Safe Routes to School Capacity Building and Planning Grants

1. Existing conditions/needs assessment report
2. Walk/bike audit with community members, school officials, planners, and traffic engineers
3. Community workshop(s) for preliminary education and input
4. Map of recommended routes and routes to avoid
5. Initial infrastructure improvement plan and preliminary engineering
6. 3Es implementation plan
7. List of funding sources
8. 3Es program delivery
9. Evaluation and Monitoring plan
10. Draft and final study and implementation plan

Safe Routes to School Education, Encouragement, and Enforcement Grants

1. Performance evaluation plan
2. Workshops or other identified education/encouragement/enforcement program activities
3. Final report
(NOTE: Use this form if you are proposing for the Healthy Community Planning grant program area. Proposer and each subconsultant shall complete this form, and proposer will submit this form with its proposal.)

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<td>Visit project location, conduct comprehensive assessment of existing conditions and future needs</td>
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**SUBTOTAL:** $0.00

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<th>Subtotal</th>
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* Per Caltrans Travel and Expense Guide (at actual costs incurred)

Travel (subject to 50 mile Radius Rule)
(Airfare, Ground Transportation, Lodging, Meals …etc.)

Other Direct Expenses
(Report, postage, phone, CD-ROM, …etc.)

Total Other Direct Costs (Prime): $0.00
(NOTE: Use this form if you are proposing for the Active Community Transportation grant program area. Proposer and each subconsultant shall complete this form, and proposer will submit this form with its proposal.)

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***SUBCONSULTANT:** 0 $0.00 $0.00 $0.00

**TOTAL PROPOSED HOURS:** 0 **TOTAL PROPOSED COST:** $0.00

**Other Direct Costs (Prime Consultant)***

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* Per Caltrans Travel and Expense Guide (at actual costs incurred)*

Travel (subject to 50 mile Radius Rule)
(Airfare, Ground Transportation, Lodging, Meals …etc.)

Other Direct Expenses
(Report, postage, phone, CD-ROM, ….. etc.)

Total Other Direct Costs (Prime):
(NOTE: Use this form if you are proposing for the Safe Routes to School Capacity Building and Planning grant program area. Proposer and each subconsultant shall complete this form, and proposer will submit this form with its proposal.)

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COST ESTIMATE FORM – RFP ATTACHMENT 3 (PART 4)

(NOTE: Use this form if you are proposing for the Safe Routes to School Education, Encouragement, and Enforcement grant program area. Proposer and each subconsultant shall complete this form, and proposer will submit this form with its proposal.)

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| ***SUBCONSULTANT: | |
| ***SUBCONSULTANT: | 0                                                                                 |

TOTAL PROPOSED HOURS: 0
TOTAL PROPOSED COST: $0.00

Other Direct Costs (Prime Consultant)

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Travel (subject to 50 mile Radius Rule)
(Airfare, Ground Transportation, Lodging, Meals …etc.)

Other Direct Expenses
(Report, postage, phone, CD-ROM, …, etc.)

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

### PROPOSED SUBCONSULTANTS

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<th>Scope of Work</th>
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Name of Firm

Printed Name and Title of Signatory

Signature ___________________________ Date ________________
The U.S. Department of Transportation (DOT) requires SANDAG to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on SANDAG’s DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with the proposal. SANDAG will utilize this information to assist in the Overall Annual DBE Goal Setting process. The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.

**Proposer’s Information**

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<tr>
<th>Name of Prime’s Firm:</th>
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<td>Fax: ( ) -</td>
</tr>
<tr>
<td>City</td>
<td>ST</td>
</tr>
<tr>
<td>Number of years in business:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
<tr>
<td>Is the firm currently certified as a DBE under 49 C.F.R., Part 26?</td>
<td>Yes No</td>
</tr>
<tr>
<td>DBE Certification Eligibility (place an “X”):</td>
<td></td>
</tr>
<tr>
<td>□ African American</td>
<td>□ Asian Pacific American</td>
</tr>
<tr>
<td>□ Native American</td>
<td>□ Woman</td>
</tr>
<tr>
<td>□ Hispanic American</td>
<td>□ Subcontinent Asian American</td>
</tr>
<tr>
<td>□ Other</td>
<td></td>
</tr>
</tbody>
</table>

Check the box below for your firm’s annual gross receipts last year:

- Less than $1 million
- Less than $5 million
- Less than $10 million
- Less than $15 million
- More than $15 million
Note: Each proposed subconsultant shall complete this form, and the proposer will submit it with its proposal.

<table>
<thead>
<tr>
<th>Subconsultant’s Information</th>
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</thead>
<tbody>
<tr>
<td>Name of Subconsultant’s Firm:</td>
<td>Phone: (          ) -</td>
</tr>
<tr>
<td>Firm Address:</td>
<td>Fax: (          ) -</td>
</tr>
<tr>
<td>City ST ZIP</td>
<td>Type of work/services/materials provided:</td>
</tr>
<tr>
<td>Number of years in business:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
<tr>
<td>Is the firm currently certified as a DBE under 49 C.F.R., Part 26?</td>
<td>Check the box below for your firm’s annual gross receipts last year:</td>
</tr>
<tr>
<td>☐ Yes ☐ No</td>
<td>☐ Less than $1 million</td>
</tr>
<tr>
<td>DBE Certification Eligibility (place an “X”):</td>
<td>☐ Less than $5 million</td>
</tr>
<tr>
<td>☐ African American ☐ Asian Pacific American</td>
<td>☐ Less than $10 million</td>
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<tr>
<td>☐ Hispanic American ☐ Subcontinent Asian American</td>
<td>☐ More than $15 million</td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
</tr>
</tbody>
</table>

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

*Failure of the Proposer to submit the required Bidders List form may cause SANDAG to deem the Proposer/Consultant non-responsive.*
In accordance with Public Contract Code Section 10162, the proposer shall complete, under penalty of perjury, the following questionnaire:

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

☐ Yes    ☐ No

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

________________________________________________________________________

________________________________________________________________________

Name of Firm

Printed Name and Title of Signatory

Signature                      Date
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

☐ has ☐ has not

(MUST CHECK ONE)

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

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

________________________________________________________________________
Name of Firm

________________________________________________________________________
Printed Name and Title of Signatory

________________________________________________________________________
Signature

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

Proposer hereby certifies that neither the proposer nor any of its officers or holders of a controlling interest are on the U.S. Comptroller General’s list of ineligible consultants for federally funded and assisted contracts. In the event the proposer or any of its subconsultants are included on such a list during the performance of this Project, proposer shall promptly inform SANDAG of this fact.

Name of Firm

Printed Name and Title of Signatory

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

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

Name of Proposer

Printed Name and Title of Signatory

Signature ____________________________ Date ____________________________
Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

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

Name of Firm

Printed Name and Title of Signatory

Signature ____________________________ Date ______

RFP No. 5001555
(NOTE: To be filled out by each proposed subconsultant and submitted with the proposal.)

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

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

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

_______________________________
Name of Firm

_______________________________
Printed Name and Title of Signatory

_______________________________  ________________
Signature                       Date
Proposer hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

Executed this _____ day of _____, 20___.

Name of Firm: __________________________________________

_________________________                             Date: __________________________
Name of Signatory: _____________________________________ Title: ______________________

Signature
Disclosure of Lobbying Activities

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

1. Type of Federal Action
   - a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. Status of Federal Action
   - a. bid/offer/application
   - b. initial award
   - c. post-award

3. Report Type
   - a. initial filing
   - b. material change

   For Material Change Only:
   Year: ______ Quarter: ______
   Date of last report: / / 

4. Name and Address of Reporting Entity
   - Prime
   - Subawardee
   Tier ______, if known: ______
   Congressional District, if known: ______

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime

6. Federal Department/Agency

7. Federal Program Name/Description
   - CFDA Number, if applicable: ______

8. Federal Action Number, if known ______

9. Award Amount, if known: $0.00

10a. Name and Address of Lobbying Entity
     (if individual, last name, first name, MI)

10b. Individuals Performing Services
     (including address if different from No. 10a)

   (attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):
    $0.00  ☐ actual  ☐ planned

12. Form of Payment (check all that apply):
    - a. cash
    - b. in-kind; specify nature: ______
        value: ______

13. Type of Payment (check all that apply):
    - a. retainer
    - b. one-time fee
    - c. commission
    - d. contingent fee
    - e. deferred
    - Other; specify: ______

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

   (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached:  ☐ Yes  ☐ No

16. Information requested through this form is authorized by title 31 USC, Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   Signature ____________________________
   Print Name ____________________________
   Title ________________________________
   Phone No. (__________) ________ Date ____________

   Authorized for Local Reproduction Standard Form - LLL
Federal Provisions for Procurements >$100K

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, USC Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

2. Identify the status of the covered federal action.

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

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

5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.

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

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

8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

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

10. A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

   B. Enter the full names of the individual(s) performing services, and include full address if different from 10A. Enter last name, first name, middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
Consultant hereby certifies that it will comply with the provisions of the SANDAG Equal Employment Opportunity Program, and rules and regulations adopted pursuant thereto, Title VI of the Civil Rights Act of 1964, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including laws and regulations hereinafter enacted.

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

If yes, please explain the circumstance.

________________________________________
Name of Firm

________________________________________
Printed Name and Title of Signatory

________________________________________  ______________
Signature                                   Date
<table>
<thead>
<tr>
<th>Criteria</th>
<th>(a) Weight</th>
<th>(b) Score (0-10)</th>
<th>(a) x (b) Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. PROJECT ORGANIZATION AND KEY PERSONNEL</td>
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<tr>
<td>• Specific qualifications and relevant individual experience to perform the area(s) of work for which proposer is applying</td>
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<tr>
<td>• Unique qualifications of key personnel (educational background and experience)</td>
<td>2.0</td>
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<tr>
<td>• Time commitment of key members</td>
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<td>• Integrity and reputation of project team</td>
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<tr>
<td>• Any subcontractors included in the proposal meet qualifying criteria for eligibility to participate</td>
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<tr>
<td>• Organization chart</td>
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<tr>
<td>2. PROJECT EXPERIENCE AND TECHNICAL COMPETENCE OF FIRM OR TEAM AS A WHOLE</td>
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<tr>
<td>• Proposal demonstrates the qualifications, competence and capability on similar or related projects</td>
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<tr>
<td>• Management and scheduling abilities</td>
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<td>• Staffing capability, workload, and record of meeting schedules on similar projects</td>
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<td>• Ability to adapt to unexpected work</td>
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<td>• Quality and cost control measures to ensure team members will work efficiently</td>
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<td>• Staff availability</td>
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<tr>
<td>3. PROPOSED METHODOLOGY AND APPROACH TO WORK</td>
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<tr>
<td>• Demonstrated knowledge of the work required to competently handle matters described in Scope of Work area(s) for which proposer is applying</td>
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<tr>
<td>• Explanation of the Project or services required</td>
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<td>• Approach and proposed methodology to accomplish the work</td>
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<tr>
<td>• Innovative approaches and internal measures for timely completion of project</td>
<td>2.0</td>
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<tr>
<td>• A knowledge and understanding of the CPPW grant program and policy</td>
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<td>• Proposer has the resources or ability to retain the resources to provide the scope of work</td>
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<td>4. LEVELS OF CONFORMANCE</td>
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<tr>
<td>• Responsiveness to the understanding of the services requested, organization, presentation, and overall clarity of the proposal</td>
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<tr>
<td>• Outline submitted in accordance with Proposal Requirements</td>
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<td>Total</td>
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</table>
I certify that I have performed an independent evaluation of the above named consultant. I further certify that I have not engaged in discussions within the last year with the above-named consultant regarding my future employment with said consultant and that neither I nor anyone in my household has received income from any of the bidders/proposers during the last twelve (12) months.

Evaluator Signature: ___________________________ Date: ___________________________

Evaluator Name (please print or type): ___________________________ Checked By: ___________________________ Date: ___________________________
<table>
<thead>
<tr>
<th>Criteria</th>
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<td>provide the scope of work</td>
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<td>4. COST PROPOSAL</td>
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<tr>
<td>• Competitive fee and expense structure</td>
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<td>• Value for services offered</td>
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<tr>
<td>5. INTERVIEW QUESTIONS</td>
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<tr>
<td>• Demonstrated knowledge of the work required</td>
<td>2.0</td>
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<tr>
<td>• Appropriate responses to questions</td>
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<td>6. REFERENCES*</td>
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<tr>
<td>• Qualify, timeliness, efficiency, and success of services performed</td>
<td>1.0</td>
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<td>for other clients on similar matters</td>
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<tr>
<td>• Record of producing a quality product on similar projects on time and</td>
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<td>within budget</td>
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</table>
**SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)**

**CONSULTANT INTERVIEW EVALUATION FORM**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>(a) Weight</th>
<th>(b) Score (0-10)</th>
<th>(a) x (b) Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>All panel members must enter a zero (0) for all interviewed Consultants if time did not allow for reference checks or if the reference checks were not completed on all the Consultants.</em></td>
<td>Total</td>
<td></td>
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</tr>
</tbody>
</table>

Comments:

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

<table>
<thead>
<tr>
<th>Evaluator Signature</th>
<th>Date</th>
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<tbody>
<tr>
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</tbody>
</table>

Evaluator Name (please print or type)  Checked By  Date
### Consultant Short List Evaluation with No Interviews Form

<table>
<thead>
<tr>
<th>Consultant:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract No.:</td>
<td>5001555</td>
</tr>
<tr>
<td>Description:</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Criteria</th>
<th>(a) Weight</th>
<th>(b) Score (0-10)</th>
<th>(a) x (b) Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. PROJECT ORGANIZATION AND KEY PERSONNEL</strong></td>
<td></td>
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<tr>
<td>• Specific qualifications and relevant individual experience to perform the area(s) of work for which proposer is applying</td>
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<tr>
<td>• Unique qualifications of key personnel (educational background and experience)</td>
<td>2.0</td>
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<tr>
<td>• Time commitment of key members</td>
<td></td>
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<tr>
<td>• Integrity and reputation of project team</td>
<td></td>
<td></td>
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<tr>
<td>• Any subcontractors included in the proposal meet qualifying criteria for eligibility to participate</td>
<td></td>
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<tr>
<td>• Organization chart</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>2. PROJECT EXPERIENCE AND TECHNICAL COMPETENCE OF FIRM OR TEAM AS A WHOLE</strong></td>
<td></td>
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<tr>
<td>• Proposal demonstrates the qualifications, competence, and capability on similar or related projects</td>
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<tr>
<td>• Management and scheduling abilities</td>
<td>3.0</td>
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<tr>
<td>• Staffing capability, workload, and record of meeting schedules on similar projects</td>
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<tr>
<td>• Ability to adapt to unexpected work</td>
<td></td>
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<tr>
<td>• Quality and cost control measures to ensure team members will work efficiently</td>
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<td></td>
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<tr>
<td>• Staff availability</td>
<td></td>
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<tr>
<td><strong>3. PROPOSED METHODOLOGY AND APPROACH TO WORK</strong></td>
<td></td>
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<tr>
<td>• Demonstrated knowledge of the work required to competently handle matters described in Scope of Work area(s) for which proposer is applying</td>
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<tr>
<td>• Explanation of the Project or services required</td>
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<tr>
<td>• Approach and proposed methodology to accomplish the work</td>
<td>2.0</td>
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<tr>
<td>• Innovative approaches and internal measures for timely completion of project</td>
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<tr>
<td>• A knowledge and understanding of CPPW grant program and policy</td>
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<tr>
<td>• Proposer has the resources or ability to retain the resources to provide the scope of work</td>
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<tr>
<td><strong>4. LEVELS OF CONFORMANCE</strong></td>
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<tr>
<td>• Responsiveness to the understanding of the services requested, organization, presentation, and overall clarity of the proposal</td>
<td></td>
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<tr>
<td>• Outline submitted in accordance with Proposal Requirements</td>
<td>1.0</td>
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<tr>
<td><strong>5. COST OR BEST VALUE</strong></td>
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<tr>
<td>• Demonstrated knowledge of the work required</td>
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### Criteria (a) Weight (b) Score (0-10) (a) x (b) Weighted Score

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Comments:

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

Evaluator Signature

Date

Evaluator Name (please print or type)

Checked By

Date
STANDARD SERVICES AGREEMENT

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

Name __________________________ Address __________________________
Form of Business __________________ (corporation, partnership, sole proprietor, etc.) City ___________________
Tax ID Number ___________________ State __________ Zip __________
Phone ( ) ________________________ E-mail: __________________________
Fax: ( ) __________________________

Contract UDBE Commitment% %
Is Consultant a DBE? YES NO
Is Consultant a UDBE? YES NO
Consultant UDBE Commitment _____%

Authorized person to sign contracts:
Name ___________________________ Title ___________________________

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

On-Call Consultant to CPPW Pass-Through Grant Programs

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS
By: ____________________________
    Executive Director (or designee)
Approved as to form:
By: ____________________________
    Office of General Counsel

CONTRACTOR AUTHORIZATION
By: ____________________________ Firm: ____________________________
    Signature
By: ____________________________ Title: ____________________________

AMOUNT ENCUMBERED
$ ____________________________
By: ____________________________
    Director of Finance

BUDGET ITEM
FISCAL YEAR(S)

RFP No. 5001555
STANDARD CONDITIONS

1. AUTHORIZATION TO PROCEED

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

2. CONSIDERATION

A. The Consultant agrees to complete, to the full satisfaction of SANDAG, all of the services described herein on the Schedule set forth in the Standard Services Agreement – Exhibit C. Progress payments will be used as the method of compensation for this Agreement. Progress payments shall be invoiced by Consultant in arrears, and no more often than monthly, based upon services or deliverables provided, unless otherwise stated in the Payment Schedule, Standard Services Agreement – Exhibit B. Consultant shall invoice SANDAG at the fixed fee amounts set forth in the attached Payment Schedule up to the maximum amount of the Agreement. The Maximum Amount of this Agreement, including any potential Task Orders or amendments, shall be $0.00. It is understood and agreed that the actual amount of work requested by SANDAG may be less than the Maximum Amount. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement. Fixed fee amounts shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee.

As tasks are identified, SANDAG may issue Task Orders to Consultant. Consultant is not authorized to perform services for SANDAG before the effective date of each Task Order or beyond the termination date set forth in each Task Order. The parties have agreed to the Payment Schedule attached to this Agreement as Standard Services Agreement – Exhibit B. For any Task Orders that may be issued subsequent to Task Order 1, the parties will negotiate the amount of payment due based on the amounts in the Payment Schedule in Standard Services Agreement – Exhibit B. Under no circumstances should Consultant presume that additional Task Orders beyond the current Task Order will be issued or that it will receive more than the maximum amount agreed to by the parties for any currently issued Task Order(s). Issuance of Task Orders under this Agreement shall be contingent on funding, budget approval, Consultant’s performance, and other relevant factors. SANDAG reserves the right to increase or decrease the amount of estimated funds allocated to each Task Order. Should Consultant perform work for SANDAG in advance of issuance of a fully
executed Task Order for such work, Consultant shall be performing the work as an unpaid helper for SANDAG.

B. Consultant’s rates are not adjustable for the performance period set forth in this Agreement except when there is a change in an applicable prevailing wage position and Consultant is not being paid on a fixed fee basis. Consultant must provide notice to SANDAG at least thirty (30) days prior to effective date of applicable prevailing rate change, or rate change shall be delayed until the next annual rate revision date.

C. Consultant shall be responsible for any future adjustments to prevailing wage rates, including, but not limited to, changes to wage orders, base hourly rates, and employer payments as determined by the Division of Industrial Relations (DIR), or any new classification or modification that may be added by the DIR or a collective bargaining agreement. A mistake, inadvertence, or neglect by the Consultant in failing to pay the correct rates of prevailing wage will be remedied solely by the Consultant and will not, under any circumstances, be considered as the basis of a claim against SANDAG.

D. Premium Time or Overtime shall not be allowed under this Agreement without the express written approval of SANDAG.

E. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but shall not exceed the rates stipulated in the Caltrans Travel and Expense Guide for Non-Represented Employees (see www.dot.ca.gov/hq/asc/travel/ch12.htm).

F. In determining allowable incurred subcontractor costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred by reason of payment, SANDAG will allow subcontractor costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant as valid, undisputed, due, and payable.

G. By submitting accrued but unpaid subcontractor costs for reimbursement, Consultant agrees that, within thirty (30) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued subcontractor cost shall be paid to the subcontractor.

H. If Consultant fails to satisfactorily complete a deliverable or portion thereof according to the schedule set forth in the Agreement or a Task Order, no payment will be made until the relevant deliverable or portion thereof has been satisfactorily completed.

I. Any Task Order or Amendment issued under this Agreement is of no force or effect until returned to SANDAG and signed by an authorized representative of SANDAG. No expenditures are authorized on a Project, and work shall not commence, until a Notice to Proceed or Task Order for those tasks has been executed by SANDAG.

J. The period of performance for any Task Order issued under this Agreement shall be in accordance with the Agreement performance period. No Task Order can be written which extends beyond the expiration date of this Agreement.
K. Invoices shall reference the Agreement number, Project title, and any applicable Task Order number. Invoices shall be submitted no later than forty-five (45) calendar days after completion of each billing period or upon completion of a Task Order. SANDAG agrees to pay invoice thirty (30) days after receipt of invoice or approval of service (as should be specified in the Task Order), whichever occurs last, and payment shall be deemed made upon mailing by SANDAG. Credits due SANDAG, including any equipment purchased under the provisions of this Agreement, must be reimbursed by Consultant prior to the expiration or termination of this Agreement.

L. Upon completion of all deliverables and work tasks to the satisfaction of SANDAG, Consultant shall submit a final invoice showing the cumulative costs incurred by Consultant, not to exceed maximum amount of the Agreement. Final payment of retained amounts shall be made following Consultant’s submittal of all required documentation and completion of the Project. Notwithstanding the foregoing, all payments are subject to the conditions set forth elsewhere in this Agreement or which are otherwise required by law. SANDAG may withhold all payments to Consultant if Consultant fails to comply with the requirements of the Agreement. Payments shall be subject to review by SANDAG for compliance with the requirements of this Agreement, and payment may be withheld if Consultant is not in compliance with the Agreement. Payments shall be subject to an audit upon completion of all services. No other compensation will be paid except for work done under an amended agreement approved pursuant to the Section in this Agreement entitled, “Changes in Work.”

M. Consistent with Section 4.2.4 of the County-SANDAG Agreement, Contractor shall submit its June 2011 invoices no later than June 30, 2011.

N. Consistent with Section 4.2.6.1.1 of the County-SANDAG Agreement, unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from SANDAG and shall be paid out of such amounts as are paid to Contractor under this Agreement.

O. Contractor shall include a payment clause conforming to the standards set forth in the preceding paragraph in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

P. Availability of Funding. SANDAG’s obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of SANDAG shall arise for payment beyond June 30 of the calendar year unless funds are designated by SANDAG and are made available for such performance.

Q. SANDAG shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days’ written notice to Contractor in the event that federal, state, or county funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, SANDAG and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level
of funding. In this case, if no Agreement is reached between SANDAG and Contractor within ten (10) days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

R. In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which SANDAG may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

S. Consistent with Article 13 of the County-SANDAG Agreement, Contractor shall comply with the following terms and conditions related to the use of documents and submission of reports.

T. Ownership, Publication, Reproduction, and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of SANDAG, but may be used by the Contractor, its consultants and subgrantees for purposes that are consistent with the County-SANDAG Agreement and this Agreement. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of SANDAG. SANDAG shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright, or patent, in whole or in part, any such reports, studies, data, statistics, forms, or other materials or properties produced under this Agreement.

U. Maintenance of Records. Contractor shall retain all required records for three (3) years after SANDAG makes final payments and all other pending matters are closed.

V. Reports. Contractor shall submit reports required by this Agreement, and additional reports as may be requested by SANDAG and agreed to by the Contractor. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to SANDAG within fourteen (14) calendar days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

3. INDEPENDENT CONTRACTOR

A. Consultant hereby declares that it is engaged in an independent business and agrees that, in the performance of this Agreement, it shall act as an independent contractor and not as an employee of the San Diego Association of Governments (SANDAG). Consultant has and hereby retains full control of all the employment, compensation, and discharge of all employees of Consultant assisting in its performance hereunder. Consultant shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters.
Consultant shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. Except as otherwise specifically provided, as an independent contractor, Consultant will be solely responsible for determining means and methods for performing the services described in the Scope of Work.

B. The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Consultant. SANDAG shall not be required to pay any workers’ compensation insurance on behalf of Consultant. Consultant agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers’ compensation payment which SANDAG may be required to make on behalf of Consultant or any employee of Consultant for work done under this Agreement.

C. Except as SANDAG may specify in writing in this Agreement or elsewhere, Consultant shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Consultant shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever, unless expressly provided in this Agreement.

4. INSURANCE

Consultant shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. With respect to Professional Liability, when it is required, coverage must be maintained, and evidence provided, for two (2) years following the termination of this Agreement. Consultant will include the contract number on all insurance-related correspondence, i.e., the insurance certificate itself. All policies required shall be issued by companies who hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best. Carriers must be qualified to do business in California and maintain an agent for service of process within California.

A. COVERAGE REQUIRED – ALL CONTRACTS

(1) MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

(a) Commercial General Liability

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

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

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

(b) Automobile Liability

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

(c) Workers' Compensation/Employer Liability

At all times during this contract, Consultant agrees to maintain Workers' Compensation and Employer's Liability Insurance in compliance with the applicable statutory requirements. Consultant waives any rights of subrogation against SANDAG, its respective officers, employees, agents, and representatives, and the policy form must permit and accept such waiver.
B. ADDITIONAL COVERAGES REQUIRED (AS INDICATED BY A MARKED BOX)

☐ (1) Garagekeeper's Legal Liability Insurance

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

☐ (2) Railroad Protective or Equivalent

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

☒ (3) Professional Liability

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

☐ (4) Pollution Legal Liability

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

☐ (5) Consultant Equipment

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

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

C. MINIMUM POLICY LIMITS REQUIRED

<table>
<thead>
<tr>
<th>Policy Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability (Per Occurrence)</td>
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<tr>
<td>Commercial General Liability (Aggregate)</td>
<td>2,000,000</td>
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<tr>
<td>Automobile Liability (Each Occurrence)</td>
<td>1,000,000</td>
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<tr>
<td>Workers’ Compensation Employer’s Liability (Combined Single Limit Each Occurrence)</td>
<td>1,000,000</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Policy Limits</th>
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<tbody>
<tr>
<td>B. (1) Garagekeepers</td>
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<tr>
<td>B. (2) Railroad Protective (Each Claim)</td>
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<tr>
<td>B. (2) Railroad Protective (Aggregate)</td>
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<td>B. (3) Professional Liability (Each Claim)</td>
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<td>B. (5) Consultant Equipment</td>
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</tbody>
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D. POLICY PROVISION REQUIRED

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and sent to SANDAG’s insurance certificate review firm, hereinafter referred to as Ebix BPO, as described in this Section 4, Subsection F. below. Notice of cancellation sent by registered mail, postage prepaid, with a return receipt of addresses requested shall be sufficient notice.

E. GENERAL REQUIREMENTS

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

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

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

Insurance required of the Consultant shall be provided by or in behalf of all subcontractors to cover their operations performed under this Agreement. Consultant shall not require subcontractors to maintain insurance amounts that are disproportionate to the scope and dollar value of work subcontracted. Consultant shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Any deductibles or self-insured retentions must be declared to and approved by SANDAG. If a self-insured retention is used, the policy must be endorsed to allow any insured entity to satisfy the retention for the purposes of triggering coverage. Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects SANDAG, its officers, officials, employees and volunteers. If Consultant is unable to reduce or eliminate such deductibles or retentions, Consultant shall provide a financial guarantee satisfactory to SANDAG guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

F. INSURANCE CERTIFICATE SUBMITTAL

SANDAG has contracted with Ebix BPO to automate its monitoring of certificates of insurance for compliance. The first Certificate of Insurance in connection with your agreement for SANDAG should be sent to the Contracts Administrator for this Project. All future renewal certificates should be sent to Ebix BPO at the address shown below:
SANDAG
c/o Ebix BPO
Attn: Monica Vergara
P.O. Box 881639
San Diego, CA 92168-1639

Certificates of Insurance may also be uploaded to Ebix BPO at
https://www.trackcertsnow.com/tcn/faxUpload/faxUpload.jsp
or sent by fax to Ebix at (877)-880-3490.

To ensure proper processing, the following additional contact information is required for certificate submittal:

Contact Name: ________________________________
Fax Number: _________________________________
E-mail address: ________________________________
Phone Number: ________________________________

G. ADDITIONAL INSUREDS

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

5. TERMINATION OF AGREEMENT

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

B. TERMINATION FOR CAUSE

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

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

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

(1) In the event of such termination, SANDAG may proceed with the work in any manner deemed proper by SANDAG. All actual and reasonable costs to SANDAG in the event of termination for cause (“termination costs”) shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand. Termination costs include, but are not limited to, the cost of soliciting a new contractor and any increase in the fees that must be paid to the new contractor.

(2) Consultant shall notify subcontractors and service or supply vendors providing services under this contract of the early termination date of this contract. Failure to notify any subcontractor and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this contract, except those specifically agreed to in the termination notice to the Consultant.

C. EARLY TERMINATION OF THIS AGREEMENT OR TASK ORDER(S), OR SUSPENSION OF THIS AGREEMENT FOR CONVENIENCE

(1) General Conditions

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

(2) Consultant’s Deliverables Under Early Termination

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

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

(4) Cost Principles Under Early Termination

Termination settlement expenses will be reimbursed in accordance with 48 C.F.R., Federal Acquisition Regulations System, Part 31, except on negotiated contracts procured under a Request for Proposals, which shall instead be governed by 48 C.F.R., Part 15.

(5) Consultant Claims Under Early Termination

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

6. INDEMNIFICATION

A. With regard to the Consultant’s performance in connection with or incidental to this Agreement, but excluding its performance of professional services and the indemnification and hold harmless aspects thereto as set forth below, the Consultant agrees to defend, indemnify, protect and hold SANDAG and its Directors, officers, and employees as well as any additional insured identified in the Special Provisions for Service and/or Equipment Agreements (if attached), harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Consultant’s or its subcontractors’ employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Consultant and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney’s fees and costs; provided, however, that the Consultant’s duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Directors, agents, officers, or employees.
B. With regard to the Consultant’s performance of professional services, the Consultant agrees to defend, indemnify, and hold harmless SANDAG, its Directors, officers, and employees, as well as any additional insured identified in the Special Provisions for Service and/or Equipment Agreements (if attached), from and against any and all claims, costs, suits, and damages, including, but not limited to, attorney's fees and losses or payments for injury to any person or property arising from the willful misconduct or negligent acts, errors, or omissions of the Consultant and/or its subcontractors associated with the Project.

C. In addition to any other remedy authorized by law, so much of the money due Consultant under this Agreement as shall be considered necessary by SANDAG may be retained until disposition has been made of any claim for damages.

D. This Section of the Agreement shall apply to all liability, regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This Section of the Agreement shall survive in perpetuity.

7. ASSIGNMENT AND SUBCONTRACTING

A. Consultant shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement, or any rights under or interest in this Agreement, without the written consent of SANDAG, which may be withheld for any reason, provided however, that claims for money due to Consultant from SANDAG under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to SANDAG in writing.

B. Nothing contained herein shall prevent Consultant from employing independent professional associates, subcontractors, and consultants as Consultant may deem appropriate to assist in the performance of services hereunder. Consultant shall not, however, enter into any agreement to assign subcontracted work in connection with this Agreement without first obtaining SANDAG’s written approval as to the Scope of Work and the subcontractor.

C. If Consultant subcontracts any of the work to be performed under this Agreement, Consultant shall be as fully responsible to SANDAG for the acts, errors, or omissions of Consultant’s subcontractor and of the persons employed by the subcontractor as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of Consultant and SANDAG. Any subcontract in excess of $25,000, entered into as a result of this Agreement, shall contain all of the provisions stipulated in this Agreement to be applicable to the subcontractor, including, but not limited to, provisions pertaining to costs, records, and payment methods. Consultant shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement, unless specifically noted to the contrary in the subcontract in question, approved in writing by SANDAG.
D. All or part of the specified deliverables or Scope of Work in this Agreement may be assigned to the entities affected by California Senate Bill 1703 (2002 legislation), including the Metropolitan Transit System (MTS) of San Diego, and the North County Transit District (NCTD). When services included in the Scope of Work of the Agreement are required by one of the transportation agencies in the region affected by SB 1703, the Agreement could be assigned in whole or in part to that agency upon mutual written agreement between SANDAG, the respective parties (assignee), and Consultant.

8. STANDARD OF CARE

A. Consultant’s services shall be performed in accordance with generally-accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. All services shall be performed to SANDAG’s reasonable satisfaction.

B. Neither SANDAG’s review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance thereof; and the Consultant shall be, and remain liable to, SANDAG in accordance with applicable law for all damages to SANDAG by Consultant’s errors or omissions deemed to be negligent performance of any of the services furnished under this Agreement. Errors or omissions identified in the Consultant’s work product and deemed to be negligent shall be corrected upon written notification by the Project Manager, and no additional payment shall be made for said corrections. Corrections of errors or omissions to the Consultant’s work product shall not limit enforcement of any other provision of this Agreement.

C. Consultant acknowledges and understands that the data and/or information it collects and/or provides to SANDAG will be relied upon by SANDAG and other persons or entities that are now or will in the future be under contract with SANDAG. Should information derived and provided by Consultant be inaccurate and cause SANDAG to incur damages or additional expenses, SANDAG shall notify Consultant and Consultant shall immediately place any applicable insurance carrier on notice of a potential claim.

D. Consultant shall comply with OSHA and CalOSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SANDAG or other government representatives. Consultant’s personnel shall wear white hard hats and orange safety vests at all times while working on a construction Project site and/or within the vicinity of vehicular traffic.

E. Consultant's performance will be evaluated by SANDAG. A copy of the evaluation will be sent to Consultant for comments. The evaluation, together with the comments, shall be retained by SANDAG. Interim or yearly evaluations may be performed by SANDAG; however, only the Final Consultant Evaluation at Contract Closeout will be kept by SANDAG.
9. NOTICES

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

To SANDAG:
San Diego Association of Governments (SANDAG)
Attention: CPPW Project Manager
401 B Street, Suite 800
San Diego, California 92101

To Consultant:
As shown on front page.

10. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

A. Consultants doing business with SANDAG must be equal opportunity employers who achieve or attempt to achieve parity in the representation of women and minorities in their workforce. A signed Equal Employment Opportunity Certificate – RFP Attachment 9 (Part 6) is a proposal submittal requirement and is a condition for contract award to Consultant.

B. Consultant shall ensure equal employment opportunity for all persons. Consultant and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, sexual orientation, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status, or citizenship, within the limits imposed by law. These principles are to be applied by the Consultant in all employment practices, including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations.

C. During the performance of this Agreement, Consultant agrees to comply with all the requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964, as amended, and the regulations issued thereunder (Executive Order 11246), the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, and any other applicable federal and state laws and regulations subsequently enacted.

D. Consultant shall report information to SANDAG regarding the makeup of the work force working on the Project on a quarterly basis. SANDAG shall either provide a form to Consultant for this purpose or a link to a Web site for reporting the necessary data.

11. CONFORMITY TO LEGAL REQUIREMENTS

A. Consultant shall comply with all federal, state, and local laws and ordinances applicable to this Agreement. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775 when applicable. Consultant shall cause all completed deliverables to conform to all applicable requirements of law: federal, state, and local.
B. Consultant shall be aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, consultants, and subcontractors that are included in this Agreement.

C. Consultant represents and warrants to SANDAG that it has all necessary licenses, permits, qualifications and approvals, of whatever nature, that are legally required for Consultant to practice its profession. Consultant further represents and warrants to SANDAG that it, at its sole cost and expense, shall keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are required for Consultant to practice its profession and/or perform services under this Agreement.

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

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

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

13. DISPUTES

A. This Agreement shall be interpreted in accordance with the laws of the State of California.

B. In the event Consultant has a dispute with SANDAG during the performance of this Agreement, Consultant shall continue to perform unless SANDAG informs Consultant in writing to cease performance. Consultant shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation to SANDAG’s Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Consultant within twenty (20) days. Upon receipt of an adverse decision by SANDAG, Consultant may submit a request for reconsideration to SANDAG’s Executive Director. The request for reconsideration must be received within ten (10) days from the postmark date of SANDAG’s reply. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be final and in writing.

C. If Consultant is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Consultant shall make a written request to SANDAG for mediation. SANDAG shall respond to a request for mediation within thirty (30) calendar days. If SANDAG agrees mediation is appropriate, a mutually-acceptable mediator shall be selected by the parties, and the parties will proceed to mediation of the dispute.
D. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney’s fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

14. LIMITATIONS ON USE

A. The services hereunder are provided for the exclusive use of SANDAG, and such services, data, recommendations, proposals, reports, design criteria, and similar information provided by Consultant are not to be used or relied upon by other parties except as authorized by SANDAG.

B. Consultant shall not use for financial gain, disclose, or make other improper use of privileged information that is acquired in connection with this Agreement. For purposes of this Agreement, “privileged information” includes, but is not limited to, trade secret information, medical records, personnel records, home addresses and phone numbers of any person, social security numbers, and knowledge of selections of contractors or subcontractors in advance of an official announcement by SANDAG.

C. All financial, statistical, personal, technical, or other data and information relative to SANDAG’s or another entity’s operations, which are designated confidential by SANDAG and made available to the Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

D. Permission to disclose information on one occasion or public hearing relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.

E. Consultant shall not comment publicly to the press or any other media regarding the Agreement, or SANDAG’s actions on the same, without SANDAG’s prior permission, except to SANDAG’s staff, Consultant’s own personnel involved in the performance of this Agreement, or at public hearings.

F. Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by SANDAG and receipt of SANDAG’s written permission.

G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

H. Consultant is allowed to disclose information when required by law, rule, regulation, or court order upon notice to SANDAG sufficient to allow SANDAG to challenge such required disclosure.
15. RETENTION AND PROMPT PAYMENT

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

B. SANDAG shall hold a ten percent (10%) retention from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with SANDAG’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. 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 subcontractors.

C. This Section applies to both DBE and non-DBE Consultants and subcontractors.

16. RECORDS RETENTION

Consultant shall maintain complete and accurate records with respect to actual time and allowable costs incurred under this Agreement. All such records shall be maintained on a generally-accepted accounting basis and shall be clearly identified. Consultant shall provide reasonable access to the representatives of SANDAG, or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers, or records of the Consultant that are related to this Agreement. SANDAG, the State, the State Auditor, FHWA, FTA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations shall have the right to examine and audit such books and records and to make transcripts or copies from them as necessary. Consultant shall allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. This Section must be included in any subcontract entered into as a result of this Agreement.

17. COVENANT AGAINST CONTINGENT FEES

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

18. OWNERSHIP OF DOCUMENTS AND OTHER WORK PRODUCT

A. Tracings, plans, specifications, and maps prepared or obtained under the terms of this Agreement shall be delivered to and become the property of SANDAG. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to SANDAG without restriction or limitation on its use.

B. Consultant agrees that any and all property rights, including intellectual property rights such as copyrights or patents that arise from creation of deliverables or other work products required by this Agreement shall be vested in SANDAG and hereby agrees to relinquish all claims to such property rights in favor of SANDAG.

C. The term “deliverables” includes, but is not limited to, all original drawings, reports, and other documents, including detailed calculations, digital/electronic databases, source code, data sets, analyses, maps, and other work products developed for the Project. Digital or electronic data is required as a deliverable under this Agreement. Consultant must submit deliverables in a format identified by SANDAG as one it can decipher. Documentation and metadata must accompany the data in order for the deliverable to be accepted by SANDAG.

D. Consultant shall have the right to make a copy of the deliverables solely for the purpose of recordkeeping. Consultant may not sell, reuse, or distribute deliverables prepared under this Agreement in any form without SANDAG’s express written permission.

E. SANDAG agrees to hold consultant harmless from any claims or damages caused by any use of such deliverables other than stipulated in the scope of work.

19. TIME

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

20. CHANGES IN WORK

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

21. FORCE MAJEURE

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

22. ENTIRE AGREEMENT

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

23. INCORPORATION OF EXHIBITS

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

- [ ] Exhibit A – Scope of Work
- [ ] Exhibit B – Payment Schedule
- [ ] Exhibit C – Schedule (if applicable)
- [ ] Exhibit D – Special Provisions for Service Agreements
- [ ] Exhibit E – Grant Requirements and Pass-Through Provisions
B. In the event of conflicting provisions, the following order of precedence will apply: 1) Grant Requirements and Pass-Through Provisions; 2) Special Provisions for Service Agreements; 3) the Standard Services Agreement; 4) the RFP; and 5) Consultant’s proposal.

C. Wherever the word “contractor” may appear in the attachments or exhibits to this Agreement, it should be read as the equivalent to the word “consultant.” Wherever the words “bid” or “bidder” may appear in the attachments or exhibits to this Agreement, they should be read as the equivalent to the words “proposal” or “proposer.”

24. ADMINISTRATION

Consultant proposes to assign name of person as its Project Manager to provide supervision and have overall responsibility for this Agreement for Consultant. The Project Manager shall not be removed from the Project or reassigned without prior approval of SANDAG. Consultant must obtain approval from SANDAG in writing before assigning a new Project Manager to the Project. No subcontracting of these professional services shall be made without prior approval of SANDAG.

25. HEADINGS

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

26. PRESERVATION OF AGREEMENT

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

27. SUCCESSORS OR ASSIGNS

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

28. SIGNATURES

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

(See RFP Attachment 2 for draft Scope of Work,
the final Scope of Work for the Agreement will be inserted at the time of contract execution.)
(The Final Payment Schedule for the Agreement will be inserted at the time of contract execution.)
STANDARD SERVICES AGREEMENT – EXHIBIT C

SCHEDULE

(If applicable)
I. OPTION TO EXTEND

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

I. GRANT REQUIREMENTS

A. The American Recovery and Reinvestment Act of 2009 (ARRA) project titled Communities Putting Prevention to Work No. 1U58DP002496-01 (the “Grant”) was awarded to the County of San Diego (“County”). The County awarded a portion of the Grant funds to SANDAG. The County and SANDAG entered into an agreement outlining the terms and conditions under which SANDAG may spend its portion of the Grant funds (County-SANDAG Agreement) (County’s Reference No. 532637 and SANDAG’s Reference No. 5001467).

B. SANDAG and SANDAG’s Consultant(s) are subject to certain terms in the County-SANDAG Agreement, which are set out, below. If the terms of this Agreement conflict with a term of the County-SANDAG Agreement, the County-SANDAG Agreement term shall take precedence over this Agreement’s terms.

C. SANDAG is authorized to engage staff and consultants with certain skills, experience, education and competency to perform the services described in the Scope of Work.

D. The Consultant agrees to comply with the following terms and conditions of the County-SANDAG Agreement. Hereafter, the term “Contractor” shall mean and refer to the “Consultant”.

II. PASS-THROUGH PROVISIONS

A. ARRA Pass-Through Provisions applicable to Contractor:

Consistent with Section 3, Special Terms and Conditions, of the SANDAG-County Agreement, Contractor agrees to comply with the following provisions:

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009: Funding for the SANDAG-County Agreement has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal entities. SANDAG has the right to cancel, terminate, or suspend the Agreement if any subgrantee, contractor or subcontractor fails to comply with the reporting and operational requirements contained herein. Contractor shall comply with all provisions and requirements applicable to contracts funded in whole or in part by ARRA as currently exist as of the effective date of this Agreement and as may be amended in the future, including, without limitation, Pub. L. 111-5, Div. A, Title XVI, § 1605 (“Buy American”), Pub. L. 111-5, Div. A, Title XV, § 1515 (“Access of Offices of Inspector General”), Pub. L. 111-5, Div. A, Title IX, § 902 (“Access of Government Accountability Office”), and Pub. L. 111-5, Div. A, Title XV, § 1553 (“Whistleblower Protections”), and any related regulations or guidance, as applicable.
SECTION 3

3.1 ENFORCEABILITY: Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal requirements governing the use of ARRA funds, may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to SANDAG under all applicable state and federal laws.

3.2 PROHIBITION ON USE OF ARRA FUNDS: Contractor agrees, in accordance with ARRA, Section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

3.3 REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS: Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

3.4 WAGE RATE REQUIREMENTS: In accordance with ARRA, Section 1606, the Contractor assures that it and its subcontractors shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by Contractor or its subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

3.5 INSPECTION OF RECORDS: In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his/her representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his/her representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of its agreements with its subcontractors from whom the Contractor acquires goods or services in its execution of the ARRA funded work.
3.6 WHISTLEBLOWER PROTECTION: Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal contractors, including SANDAG, and all contractors of SANDAG, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of an agreement relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency agreement (including the competition for or negotiation of an agreement) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

3.7 FALSE CLAIMS ACT: Contractor agrees that it shall promptly notify SANDAG, and shall refer to an appropriate federal inspector general, any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

3.8 REPORTING REQUIREMENTS: Pursuant to Section 1512 of the ARRA, in order for Counties receiving ARRA funds to prepare the required reports, Contractor agrees to provide the County with the following information on a monthly basis as requested:

3.8.1. The total amount of ARRA funds received by Contractor during the Reporting Period;

3.8.2. The amount of ARRA funds that were expended or obligated during the Reporting Period;

3.8.3. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:

3.8.3.1 The name of the project or activity;

3.8.3.2 A description of the project or activity;

3.8.3.3 An evaluation of the completion status of the project or activity; and

3.8.3.4 An estimate of the number of jobs created and/or retained by the project or activity;

3.8.4. For any sub-awards equal to or greater than $25,000:

3.8.4.1. The name of the entity receiving the sub-award;

3.8.4.2. The amount of the sub-award;
3.8.4.3. The transaction type;

3.8.4.4. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;

3.8.4.5. The Program source;

3.8.4.6. An award title descriptive of the purpose of each funding action;

3.8.4.7. The location of the entity receiving the sub-award;

3.8.4.8. The primary location of performance under the sub-award, including the city, state, congressional district and country;

3.8.4.9. The DUNS number, or name and zip code for the entity headquarters;

3.8.4.10. A unique identifier of the entity receiving the sub-award and the parent entity of recipient, should the entity be owned by another;

3.8.4.11. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) $25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.

3.8.5. For any contracts of less than $25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of the Contractor that the information contained in the report is accurate.

3.9 INVENTIONS. Contractor shall comply with the standard patent rights clause in 37 CFR 401.14.

3.10 PUBLICATIONS. Publications, journal articles, etc. produced under this Agreement must bear an acknowledgment and disclaimer, as appropriate, such as,

This publication (journal article, etc.) was supported by the Cooperative Agreement Number 1U58DP002496-01 from The Centers for Disease Control and Prevention through the County of San Diego, Health and Human Services Agency. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.
3.11 CONFERENCE DISCLAIMER AND USE OF LOGOS.

3.11.1. Disclaimer. Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and Internet sites,

Funding for this conference was made possible (in part) by the cooperative agreement award number 1U58DP002496-01 from The Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

3.11.2. Logos. Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the government logos, and to assure that in all cases of the use of government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

3.12 EQUIPMENT AND PRODUCTS. To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit.

3.13 TRAFFICKING IN PERSONS. This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_forTrafficking in_Persons.shtm
3.14 LOBBYING STATEMENT. Federal law prohibits award recipients and their subrecipients from using Federal funds for lobbying Congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature. This prohibition includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered lobbying. That is, lobbying for or against pending legislation, as well as indirect or grass roots lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the federal, State, or local levels to urge support of, or opposition to, pending legislative proposals is prohibited.

Recipients and subrecipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and grassroots activities that relate to specific legislation, recipients and sub-contractors of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds.

CDC also cautions recipients and subrecipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.

All reported activity under the Project, including Recovery Act reporting, must be activity that is consistent with federal law.

3.15 DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATIONS. Contractor shall comply with the following, which are incorporated into this Agreement by reference:


3.15.2. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applicable to all contracts and subgrants for construction or repair)

3.15.3. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation).
3.15.4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers).

3.15.5. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

3.15.6. 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 (Pub. L. 94-163, 89 Stat. 871).

3.15.7. Pursuant to the Department of Health and Human Services (HHS) notice requirements at 45 CFR 92.36(i)(8)-(9), SANDAG hereby notifies the Contractor that HHS has implemented the following regulations pertaining to patents, copyrights, and rights in data: 37 CFR 401 and 45 CFR 92.34. Under the Communities Putting Prevention to Work Cooperative Agreement, HHS requires the County and SANDAG to submit reports pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as well as final performance and financial status reports.

3.15.8. Contractor shall provide access to the County, SANDAG, HHS, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

3.15.9. Contractor shall retain all required records for three years after SANDAG makes final payments and all other pending matters are closed.

3.15.10. Contractor shall comply with all applicable provisions of 45 CFR Part 92 and with all clauses required by Federal statute and executive orders and their implementing regulations, as applicable.

3.15.11. Contractor shall comply with Executive Order 13513. Contractor and its subcontractors are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Texting means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic
light, stop sign or otherwise. Driving does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Contractor is responsible for ensuring that its subcontractors are aware of this prohibition and adhere to this prohibition. The requirement may be accessed at:

http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm

B. SANDAG-County Grant Agreement Pass-Through Provisions applicable to Contractor:

REGARDING INVOICES FOR REIMBURSEMENT

Contractor shall submit properly executed monthly invoices to SANDAG for reimbursement of allowable costs associated with the work performed in the prior month. Contractor’s monthly invoices shall be completed and submitted in accordance with this Agreement and shall include a statement certifying whether it is in compliance with the Debarment and Suspension section of this Agreement.

REGARDING DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or

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

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

REGARDING AUDIT AND INSPECTION OF RECORDS

Consistent with Section 11, Audit and Inspection of Records, of the SANDAG-County Agreement, Contractor/Consultant/Grantee shall maintain supporting documentation of expenses incurred as follows:

SANDAG shall have the audit and inspection rights described in this section.
SECTION 11

11.1. AUDIT AND INSPECTION. Contractor/Consultant/Grantee agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or SANDAG representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as SANDAG may deem necessary, Contractor shall make available to SANDAG, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit SANDAG, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, SANDAG shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, SANDAG shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, SANDAG shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to SANDAG that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2. Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, SANDAG shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

11.3. Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the
expiration of three (3) years from the date of final payment under this Agreement, or by sections 11.3.1 and 11.3.2, below:

11.3.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

11.3.2. Records which relate to appeals under the “Disputes” clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer.

SANDAG shall keep the materials described above confidential unless otherwise required by law.

REGARDING PAYMENT

Consistent with Section 4.2.4 of the SANDAG-County Agreement Contractor shall submit its June 2011 invoices no later than June 30, 2011.

Consistent with Section 4.2.6.1.1 of the SANDAG-County Agreement, unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from SANDAG and shall be paid out of such amounts as are paid to Contractor under this Agreement.

Contractor shall include a payment clause conforming to the standards set forth in the preceding paragraph in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

Availability of Funding. SANDAG’s obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of SANDAG shall arise for payment beyond June 30 of the calendar year unless funds are designated by SANDAG and are made available for such performance.

SANDAG shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, SANDAG and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between SANDAG and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which SANDAG may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

REGARDING OWNERSHIP, RECORDS AND REPORTS

Consistent with Article 13 of the SANDAG-County Agreement, Contractor shall comply with the following terms and conditions related to the use of documents and submission of reports.

Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of SANDAG, but may be used by the Contractor, its consultants and subgrantees for purposes that are consistent with the SANDAG-County Agreement and this Agreement. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of SANDAG. SANDAG shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

Maintenance of Records. Contractor shall retain all required records for three years after SANDAG makes final payments and all other pending matters are closed.

Reports. Contractor shall submit reports required by this Agreement, and additional reports as may be requested by SANDAG and agreed to by the Contractor. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to SANDAG within fourteen (14) calendar days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

REGARDING INSURANCE

1. Commercial General Liability

   All Commercial General Liability policies shall name the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. [See County-SANDAG Agreement 5001467, Exhibit B, Section 4], and SANDAG, its directors, officers, agents, and employees as additional insureds as their interests may appear. Consultant waives any rights of subrogation against SANDAG, and the policy form must permit and accept such waiver.
2. Deductibles / Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANDAG and the County of San Diego’s Risk Manager [See County-SANDAG Agreement 5001467 Exhibit B, Section 3]. If a self-insured retention is used, the policy must be endorsed to allow any insured entity to satisfy the retention for the purposes of triggering coverage. Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects SANDAG, its officers, officials, employees and volunteers. If Consultant is unable to reduce or eliminate such deductibles or retentions, Consultant shall provide a financial guarantee satisfactory to SANDAG guaranteeing payment of losses and related investigations, claim administration and defense expenses.

REGARDING MINORITY-NEUTRAL PROGRAM

In accordance with 45 CFR 92.36(e) Contractor shall take the affirmative steps listed therein to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

REGARDING EVALUATION

Consistent with Section 7.4 of the County-SANDAG Agreement, Contractor shall work with the County of San Diego’s Evaluation Contractor and the County to conduct evaluation activities related to their respective projects as required by the CDC and the County.

REGARDING MEDIA/MATERIALS/PUBLICATIONS

Consistent with Section 7.2 of the County-SANDAG Agreement, any media/materials/publications developed by the Contractor with ARRA funds shall be reviewed and approved by the County. Materials developed (creative source files in electronic or other media) with ARRA funds are property of the County. All items developed shall include language detailed in Section 3.11 or 3.12 of these CPPW Grant Requirements, above, as applicable.

SECTION 7.2

7.2.1. Media Communications

7.2.1.1. Contractor shall send all press releases and media events regarding contracted services to the County for review and approval at least 72 hours in advance. Notification shall be through both email and telephone call to the County’s Contracting Officer’s Technical Representative (“COTR”): Ms. Adrienne Yancey, MPH, Assistant Deputy Director, Public Health Services 3851 Rosecrans Street, Suite 522 San Diego, CA 92110-3134 Telephone: 619.692-8808; e-mail: Adrienne.Yancey@sdcounty.ca.gov
7.2.1.2. Contractor shall include the County HHSA logo on all media communications, as determined by the County.

7.2.1.3. Acknowledgement of Federal Support - When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state:

7.2.1.3.1 The percentage of the total costs of the program or project which will be financed with Federal money,

7.2.1.3.2 The dollar amount of Federal funds for the project or program, and

7.2.1.3.3 Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

7.2.2. Contractor shall ensure that all resources, printed materials, media, messages, websites and advertisements are culturally competent and age appropriate to the target population that will be reached.