



# REQUEST FOR PROPOSALS

**SOLICITATION NUMBER: 5005172**

**SOLICITATION TITLE: INDEPENDENT EXAMINATION OF MEASURE A COMMUNICATIONS**

## I. REQUEST FOR PROPOSALS SUMMARY

Service Requested: Independent Examination Services

Contract Type: Firm Fixed Hourly Rate plus expenses.

Number of Contracts: 1

**Estimated Range:** \$80,000 - \$100,000

Duration: Approximately 3 months with one 6-month option period.

Payment Method: Payments will be invoiced monthly by Consultant in arrears, based upon services provided and at the amounts set forth in the payment schedule up to the maximum amount of the Contract.

RFP Point of Contact: Ramona Edwards, Senior Contracts and Procurement Analyst  
ramona.edwards@sandag.org  
619-699-6958

Deadline for Questions: 2:00 p.m. PST, March 21, 2017 at [ramona.edwards@sandag.org](mailto:ramona.edwards@sandag.org).

**PROPOSAL DUE DATE March 24, 2017**

**TIME: 2:00 p.m. PST**

## II. PROCUREMENT SCHEDULE

Proposal Due Date ..... March 24, 2017

Oral Interviews (optional) ..... TBD

Firm Recommendation to Executive Committee .....April 14, 2017

Approval of Firm Recommendation by Board of Directors .....April 14 or 28, 2017

Notice to Proceed..... TBD

Written Report Due .....May 26, 2017

Report Presented to the Executive Committee ..... June 9, 2017

Report Presented to the Board of Directors. .... June 23 or 29, 2017

The above schedule is subject to change. Proposers may be requested to appear at the April 14<sup>th</sup> Executive Committee and/or the April 28<sup>th</sup> Board meeting.

### **III. Definitions**

Consultant: The person or other entity awarded a Contract

Contract: The agreement between SANDAG and Consultant awarded.

Key Employee: Employees proposed to work on this project and possessing unique skills and experience that were a material consideration in SANDAG's selection process.

Proposer: A company or entity submitting an offer to provide services in response to this solicitation.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect.

Subcommittee: Three members of the Executive Committee responsible for the evaluation of the proposals received in response to this RFP.

Subconsultant: Firms contracted by the prime consultant to perform work.

### **IV. Background**

SANDAG is seeking proposals from qualified law firms with investigative expertise to perform the services as described in this RFP and deliver a report to the SANDAG Board of Directors. This RFP describes the required scope of services, the proposer 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.

The San Diego Association of Governments (SANDAG) is the San Diego region's primary public planning, transportation, and research agency, providing the public forum for regional policy decisions about growth, transportation planning and construction, environmental management, housing, open space, energy, public safety, and binational topics. SANDAG is governed by a Board of Directors (Board) composed of mayors, council members, and supervisors from each of the region's 18 cities and the county government.

The SANDAG Board voted on July 8, 2016, to place a countywide measure ("Measure A") on the November 2016 ballot to raise funds to repair roads, relieve highway congestion, improve transit and bike/pedestrian networks, conserve open space, and manage land to reduce wildfire risk. If approved by two thirds of the voters in the region, the measure would have increased the sales tax by half a penny over the next 40 years. Measure A fell short of the two-thirds majority vote needed to pass last November.

To estimate the revenue generation of Measure A, SANDAG utilized its standard forecasting model. Measure A was expected to generate \$18 billion in dedicated local revenue. As the election approached, press reports challenged the validity of the \$18 billion revenue forecast for Measure A and suggested SANDAG staff knew of the potential revenue shortfall as early as November 2015. At the direction of SANDAG management, the modeling and economics teams started investigating the forecasting model. Staff concluded that the model contained an error that had caused the taxable retail sales estimates to be high. The taxable retail sales numbers had been used in the process of calculating the Measure A revenue forecast. In December 2016, staff presented to the Board a review of the sales tax revenue and a more conservative sales tax revenue forecast based on the consensus of three national forecasts. Questions have been raised publicly regarding if SANDAG knew that the revenue forecast was inflated and withheld this information from the public until after the election.

### **V. Scope of Work and Deliverables**

Perform an independent examination of the files, documents, emails, and all other communications related to the error in the forecasting model and determine which individuals knew that the

revenue estimate was overstated, when those individuals gained that knowledge, who that information was shared with, and if it was not shared with senior staff, why. Prepare a written report regarding conclusions and present report publicly.

### **Tasks and Deliverables**

1. Review files, documents, emails and other communications regarding forecasting model for Measure A. Following is list of the type of items to be reviewed, however the list is by no means intended to limit the scope of items subject to review:
  - a) Emails – approximately 2,700 emails
  - b) Meeting Minutes
  - c) Calendar Appointments
  - d) Board reports
  - e) Microsoft Office Files
2. Develop interview list and conduct interviews.
3. Develop conclusions based on investigation results regarding the following as it relates to the forecasting model overstating revenues:
  - a) Which staff members knew and when?
  - b) Who did those staff members report their finding to and when? If finding not reported, why not?
  - c) Did management appropriately handle information that it was given?
  - d) Was information purposely withheld from the public until after the election?
4. Prepare a written report regarding conclusions. Report to include:
  - a) Background
  - b) Means and methods of investigation
  - c) Summary of documents reviewed
  - d) Determination of interview list
  - e) Summary of interviews
  - f) Findings and conclusions
  - g) Recommendations
5. Public Reports and Presentations
  - a) Present report and conclusions at public board meetings.
  - b) At the request of the Board, respond to press requests regarding investigation process and findings.
6. Additional review and follow-up services as requested by the Board.

## **VI. Proposal Requirements**

Proposal must be submitted via email to Ramona Edwards at ramona.edwards@sandag.org by the proposal due date and time. Proposals should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the project. Please label each section of your proposal as follows:

Section 1: Executive Summary: Identify the proposal by the RFP title. Executive summary should be brief (2 pages maximum) and include all contact information inclusive of the name, address, telephone number, title, and signature of the contact person for this procurement. The signatory shall also be a person with the official authority to bind the Firm.

Section 2: Qualifications and Experience: Provide a summary of your firm's background, skills and experience in examination reviews, managing media requests, and overall performance of services associated with the scope of work. Experience shall include public agency investigative experience and general experience regarding both prosecution and defense of public agency clients. Include a detailed list of key personnel, their titles, and tasks to be assigned relative to the services identified in the scope of work. Provide a resume for all key personnel. At a minimum, key personnel shall include the lead investigator who will be required to present to the board and handle media requests.

Section 3: References: Provide three to five references from past and current projects for similar services. This should also include relevant past performance from the proposed team. References should include a description of services provided with the name, title, phone number and email for the contact person that can discuss the specific project and the performance of your firm.

Section 4: Technical Approach: Provide a narrative illustrating the approach to providing the deliverables for each task in accordance with the schedule identified in this RFP, which shall include but is not limited to: quality assurance methods, ability to meet proposed schedule, roles and responsibilities, and administrative approach.

Section 5: Cost Proposal: Provide cost proposal showing hourly rates for all individuals performing work by task. A sample cost proposal is provided as Attachment A. Identify all pertinent cost information including all other indirect and direct costs.

Section 6: Required Submittal Documents: The following submittals, which are included as attachments to the RFP, must be completed, signed, and included with the proposal:

1. RFP Attachment B – Certifications
2. RFP Attachment C – Disclosure of Lobbying Forms
3. RFP Attachment D – Conflict of Interest Statement

Section 7: Sample Contract: Attach a copy of your firm's services contract showing all terms and conditions proposed.

## **VII. PROPOSER EVALUATION AND SELECTION PROCESS**

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below.

Proposals will not be publicly opened.

### **A. Determination of Responsiveness**

Each Proposal will be evaluated for responsiveness. In order to be considered responsive, the Proposal must conform to the instructions set forth in this RFP. Any Proposal that does not conform may not be accepted. A nonresponsive proposal that substantially conforms to this RFP may be accepted if the variance does not give a proposer an advantage or benefit not allowed other proposers. SANDAG, in its sole discretion, may choose to waive - or not to waive - any non-consequential deviation, including an allowance of proposers to cure issues of responsiveness by providing supplemental information within timelines set by SANDAG. SANDAG will notify all proposers that are deemed nonresponsive. Following notification, a nonresponsive Proposer will no longer be included in any correspondence regarding the RFP.

### **B. Determination of Responsibility**

Proposals will be evaluated to determine the responsibility of Proposers. Any Proposal from proposers whom SANDAG finds not to be responsible and cannot be made to be responsible within timelines set by SANDAG may not be considered for the competitive range. Proposer's integrity and reputation, as well as its fiscal responsibility may be taken into account as part of the responsibility determination.

### **C. Evaluation and Ranking of Proposals**

1. All responsive proposals submitted by responsible proposers will be evaluated by a subcommittee based on the criteria and the assigned weights listed below. The subcommittee may request additional information, oral presentations, and/or interviews to obtain additional information on the proposals submitted.
2. The subcommittee will create a ranking of the firms and submit its firm recommendation to the Executive Committee of the Board.
3. The Executive Committee may choose to accept the subcommittee's firm recommendation or to make its own firm recommendation based on a review of the top-ranked proposals.
4. The Executive Committee will submit its recommendation to the Board for approval.
5. Once approval is received, negotiations with the recommended firm will commence. Negotiations will cover scope of work, contract terms and conditions, schedule, and price. If contract terms cannot be successfully negotiated with the recommended firm, negotiations shall be terminated and negotiations may be initiated with the next highest rated firm.

6. Evaluation criteria and point values will be as follows:

Evaluation Criteria	Point Value
Qualifications and Experience: Relevant experience, qualifications, and credentials of the firm and firm's personnel related to the types of services described in the Scope of Work.	25
References: Feedback on performance from current or previous clients, relevance of experience, and responsiveness of references provided.	20
Technical Approach: Approach to providing the services and deliverables described in the Scope of Work, and the ability to meet the schedule provided in the RFP.	20
Price	10
Sample Contract: Reasonableness of proposed terms and conditions.	15
Overall clarity, thoroughness, and quality of proposal materials.	10

### VIII. PROTESTS

SANDAG's Protest Procedures are available on the SANDAG website at:

<http://www.sandag.org/organization/rfps/pdfs/protestprocedures.pdf>

### IX. SPECIAL CONDITIONS

#### A. No Commitment

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 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 the SANDAG Public Records Request Guidelines, which are available at [www.sandag.org/legal](http://www.sandag.org/legal), for information regarding the treatment of documents designated as confidential by SANDAG.

Consistent with California case law, cost proposals and other information regarding proposed rates offered will not be disclosed until recommendation is made to the Board.

**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 provided to the firms who were sent the RFP.

**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. Press Releases and Promotional Materials**

Proposers who wish to release information regarding proposer selection, contract award, or procurement information provided by SANDAG in a press release or its promotional materials prior to the time a contract award is announced must receive prior written approval from SANDAG.

**F. Contract for Services**

SANDAG is requesting that each Proposer submit a proposed service contract to determine the reasonableness of the terms and conditions being offered. If SANDAG determines that the terms and conditions proposed by the firm selected are reasonable, then SANDAG will enter into negotiations utilizing the proposed service contract as a starting point. SANDAG reserves the right to utilize its Standard Services Agreement as a starting point for negotiations if the proposed terms and conditions are determined to be unreasonable.

**G. Insurance Requirements**

SANDAG requires consultants doing business with it to obtain insurance. The required insurance certificates must comply with all requirements of the standards as shown in the Agreement and must be provided within 3 day upon request from SANDAG. The insurance coverages required for this procurement are listed below:

Automobile Liability (owned, non-owned, and hired vehicles or any auto)	\$ 1,000,000
Workers' Compensation Employer's Liability	\$ 1,000,000
Professional Liability	\$ 1,000,000

**H. INDEMNIFICATION**

**1. General**

Consultant will defend, indemnify, protect and hold SANDAG, , its member agencies, directors, officers, and employees as well as any additional insured, harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to Consultant's or subconsultants' 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 subconsultants and their agents, officers, or employees, in delivering the goods or services under this Contract, and is responsible for 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 will not include any claims or liability arising from the established sole negligence or

willful misconduct of SANDAG, its member agencies, directors, agents, officers, or employees.

**2. Professional Services**

If professional services are required under this Contract, Consultant agrees to defend, indemnify, and hold harmless SANDAG, its directors, officers, and employees, as well as any additional insured identified in the Contract Documents, from and against 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 subconsultants associated with the Contract.

**3. Survival of Indemnification**

This section regarding indemnification applies to all liability, regardless of whether any insurance policies are applicable. The insurance policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This section of the Contract will survive in perpetuity.

**I. OWNERSHIP OF DOCUMENTS AND OTHER WORK PRODUCTS**

**1. Ownership of Deliverables**

All deliverables prepared or obtained under the terms of this Agreement shall be delivered to and become the property of SANDAG. 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.

**2. Information and Data Not to Be Disclosed or Sold by Consultant**

Consultant and all of its subconsultants, agents, representatives and employees are prohibited from disclosing or selling data or information provided, collected or obtained pursuant to this Agreement without express, written permission from SANDAG. Additional terms concerning privileged or confidential information or data, including, but not limited to such information or data that may qualify as Personally Identifiable Information (PII), Personal Credit Information (PCI), or data covered by any other privacy laws, may be set forth in the Scope of Work or Special Provisions of this Agreement.

**J. CONFLICT OF INTEREST**

**1. Organizational and Financial Conflicts of Interest**

- a. A Consultant is eligible for award of contracts by SANDAG so long as the contract in question does not create an actual, potential, or apparent financial or organizational conflict of interest.
- b. Consultant represents that entry into this Contract will not result in a conflict of interest prohibited by California Government Code Section 1090, et seq. nor will Consultant permit any conflict of interest prohibited by such statutes to arise during the performance of this Contract or for a period of one year thereafter. No member, officer, or employee of a local public body, during his tenure or for one year thereafter, may have any interest, direct or indirect, in this Contract or

any proceeds from it. No member of or delegate to the United States Congress may have a share or part of this Contract or any benefit arising from it.

- c. If requested by SANDAG, Consultant's employees must sign agreements regarding confidentiality and/or conflicts of interest, submit to additional background check requirements, or submit forms disclosing financial interests.

## 2. Attempts to Influence Government Decisions

Consultant may not, or in any way attempt to, use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a financial interest other than the compensation promised by this Contract. Consultant represents that it has diligently conducted a search and inventory of Consultant's economic interests, as defined in the regulations promulgated by the California Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic or organizational interest which would conflict with Consultant's duties under this Contract. Consultant agrees to scrupulously avoid performing services for any person or entity or entering into any contractual or other relationship with any person or entity which might create a conflict of interest with respect to this Contract. Consultant will immediately advise SANDAG's General Counsel if Consultant learns of an economic or organizational conflict of interest or other prohibited conflict of interest during the term of this Contract.

## 3. Exchange of Gifts with SANDAG

Consultants, subconsultants, vendors and their agents currently doing business with or planning to seek contract awards from SANDAG may not offer gifts to SANDAG officers, employees, agents or Board members who have taken or may in the future take part in contracting decisions for SANDAG. 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.

## 4. Consultant Employees in Project Management Roles

All Consultant employees working on the contract will be required to submit a Statement of Economic Interest, also known as the Form 700.

# **K. CIVIL RIGHTS, NONDISCRIMINATION**

## Compliance with Non-Discrimination Laws

1. Consultant and its subconsultants may not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, medical condition, physical, or mental disability, Vietnam-era veteran or special disabled veteran status, marital status, status as a parent, or citizenship, within the limits imposed by law. Such actions include but are not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of these

nondiscrimination requirements. The Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as SANDAG deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
  - b. Assessing sanctions; and/or
  - c. Disqualifying the Consultant from future bidding as non-responsible.
2. Consultant will, in all solicitations or advancements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, sexual orientation, or national origin and will not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment, and will not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.
  3. Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order 11246 (EO 11246) (Johnson, 1965) and will post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. Consultant will comply with all provisions of EO 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor, and 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 (Johnson, 1965), the California Fair Employment Practices Act, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623), and any other applicable federal and state laws and regulations subsequently enacted.
  5. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements an applicable federal agency may issue.

**X. ATTACHMENTS**

- RFP Attachment A – Cost Form
- RFP Attachment B – Certifications
- RFP Attachment C – Disclosure of Lobbying Forms
- RFP Attachment D – Conflict of Interest Statement

**ATTACHMENT A – SAMPLE COST PROPOSAL**

<b>Task Number</b>	<b>Task Description</b>	<b>INDIVIDUAL AND TITLE</b>	<b>Estimated Number of Hours</b>	<b>Hourly Rate</b>	<b>Extended Price</b>
<b>1</b>	Review files, documents, emails and other communications regarding scope of work			\$	\$
<b>2</b>	Develop interview list and conduct interviews. Estimated Interviews: 20			\$	\$
	Develop conclusions based on investigation results.				
<b>4</b>	Prepare a written report regarding conclusions.			\$	\$
<b>5</b>	Public Reports and Presentations. Estimated Presentations: 2			\$	\$
<b>6</b>	Additional review and follow-up services as requested by the Board. Estimated Not to Exceed Hours: 80		80	\$	\$
<b>7</b>	All Other Direct and Indirect Costs: Attach itemized list of additional costs showing type of cost, quantity and unit price.		1	Lump Sum	\$
<b>Total Proposal Price</b>					\$

Enter all estimated hours, names, titles, and hourly rate by task. Add additional lines to each task as needed to show all individuals working on each task. Total each line item by multiplying the number of hours times the hourly rate. The amount in the "Total Price" column must be the total of the quantity times the item price. The Total Proposal Price will be the sum of all line items.

All ODCs will be billed at actuals and supported by receipts. All travel will be billed at actuals and in accordance with the Caltrans Travel and Expense Guide.

## ATTACHMENT B - CERTIFICATIONS

The Proposer certifies that

- (A) It  has  has not  
(Check One)

participated in a previous contract or subcontract subject to the equal opportunity clause as required by Executive Orders 10925, 11114, or 11246, and that, where required, it has filed all reports due under the applicable filing requirements. (Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor);

- (B) The 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 Consultant has not, directly or indirectly, induced or solicited any other Consultant to put in a false or sham proposal; and has not, directly or indirectly, colluded, conspired, connived, or agreed with any consultant or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant, 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 Consultant has not, directly or indirectly, submitted his or her 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, and has not paid, and will not pay, any person or entity for such purpose.
- (C) 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.
- (D) 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.

- (E) The language of this certification will be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) of \$25,000 or more, and all subrecipients will certify and disclose accordingly; and 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 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 3 years.
  - Is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts.

- (F) Proposer has contacted all subconsultants listed in the proposal and the subconsultants have advised the Proposer that they:
- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
  - Have not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
  - Do not have a proposed debarment pending; and
  - Have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.
  - Are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts.

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

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Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_[state].

Name of Firm:	
Printed Name:	
Title:	
Signature:	
Date:	

## ATTACHMENT C - DISCLOSURE OF LOBBYING ACTIVITIES

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

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

DISCLOSURE OF LOBBYING ACTIVITIES (CONTINUATION SHEET)

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

## ATTACHMENT D – CONFLICT OF INTEREST STATEMENT

### Organizational and Financial Conflicts of Interest

1. A Consultant is eligible for award of contracts by SANDAG so long as the contract in question does not create an actual, potential, or apparent financial, or organizational conflict of interest.
2. Consultant represents that entry into a Contract for this RFP will not result in a conflict of interest prohibited by California Government Code Section 1090, et seq. nor will Consultant permit any conflict of interest prohibited by such statutes to arise during the performance of this Contract or for a period of one year thereafter. No member, officer, or employee of a local public body, during his tenure or for one year thereafter, may have any interest, direct or indirect, in this Contract or any proceeds from it. No member of or delegate to the United States Congress may have a share or part of this Contract or any benefit arising from it.

A potential conflict of interest may exist in any of the following cases:

1. The Proposer is providing services to another governmental or private entity and the Proposer knows or has reason to believe, that the entity's interest are, or may be, adverse to the Board's interest with respect to the specific project covered by this contract.
2. The Proposer has a business arrangement with a member of the Board or a SANDAG employee or immediate family member of such Board member or employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the Proposer being awarded this contract. This item does not apply to pre-existing employment of current or former SANDAG employees, or their immediate family members.
3. The Proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the Board.
4. The Proposer, or any of its principals, because of any reason may be unable to provide objective advice to the Board.

**Conflict of Interest Statement**

\_\_\_\_\_ I have no conflict of interest to report.

\_\_\_\_\_ I have the following potential conflict of interest to report:

	Description of Potential Conflict(s)
1	
2	
3	

## ATTACHMENT D – CONFLICT OF INTEREST STATEMENT CONTINUED

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Name of Firm:	
Printed Name:	
Title:	
Signature:	
Date:	