

September 15, 2014

To: Consultant

**RE: Request for Proposals (RFP 2014-07) for Project Manager for Intercity Paratransit Program in Solano County**

Dear Consultant:

The Solano Transportation Authority (STA) invites your firm to submit a proposal to provide Project Management for the Intercity Paratransit Program in Solano County.

To obtain a copy of the full Request for Proposals (RFP), please download the RFP as a PDF file from the STA website: <http://tiny.cc/jobstrfps> or call the STA at (707) 424-6075.

The Request for Proposals (RFP) describes the project, presents the requirements of the proposals and outlines the criteria that will be used to evaluate the Proposals.

Qualified organizations are invited to submit five (5) hard copies and one (1) digital copy (flash drive) of your proposal to the STA office no later than 3:00 PM, on October 30, 2014 addressed to:

Daryl K. Halls  
Executive Director  
Solano Transportation Authority  
One Harbor Center, Suite 130  
Suisun City, CA 94585-2473

**Note that this deadline is firm** and late submittals **will not** be accepted. Proposals will be reviewed and the firms/teams whose proposal most closely meet the STA's needs will be invited to an interview on or about November 6, 2014.

The STA has adopted a Local Preference Policy which encourages the hiring of local firms. While there is no adopted goal for this Project, firms are still encouraged to utilize the services of local firms in the preparation of a response to this RFP. The STA has prepared a database of contact information for local firms for convenience purposes only and without guarantees as to the ability of such firms to provide the services. This database and the Local Preference Policy can be viewed at <http://tiny.cc/jobstrfps>.

If you have questions regarding this project, please contact Liz Niedziela at (707) 399-3217. Thank you for your interest.

Sincerely,



Daryl K. Halls  
Executive Director

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**REQUEST FOR PROPOSALS  
(RFP # 2014-07)**

for the  
Project Manager for Intercity Paratransit Program  
in  
Solano County

Release Date: September 15, 2014

**RESPONSES DUE: October 30, 2014**

Five (5) complete hard copies and one digital copy (flash drive) of each response must be received before 3:00 p.m. PST on Thursday, October 30, 2014

Solano Transportation Authority  
One Harbor Center, Suite 130  
Suisun City, CA 94585-2473

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Request for Proposal  
Intercity Paratransit Program Project Manager

## INTRODUCTION

The Solano Transportation Authority's (STA) mission is to improve the quality of life in Solano County by delivering transportation projects to ensure mobility, travel safety and economic vitality.

The STA was created in 1990 through a Joint Powers Agreement between the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo and the County of Solano to serve as the Congestion Management Agency (CMA) for Solano County. As the CMA for the Solano area, the STA partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC) and Caltrans District 4.

The STA is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. The STA JPA Agreement specifies that the STA is designated a provider of transit and paratransit, and that any transit and paratransit services operated within the county by the STA shall be complementary and shall not compete with local transit services operated by parties to the STA JPA. The JPA further stipulates that STA will coordinate all alternative modes of transportation within the county and with agencies outside Solano County and operate or cause to have operated transit and paratransit and submit TDA claims, and operate or contract for the operation of transit and paratransit services as determined appropriate by the STA Board.

The STA uses an open and inclusive public involvement process through various committees made up of local elected officials, public works directors, transit operators, and interested citizens.

## BACKGROUND

On July 12, 2013, the Solano Transportation Authority (STA), Solano County's five local transit agencies, and the County of Solano entered into a Memorandum of Understanding (MOU) to fund a new countywide taxi-based intercity paratransit service. The proposed new service will provide trips from city to city, to both ambulatory and non-ambulatory ADA-eligible riders and has been identified as an ADA Plus service. The County of Solano is currently the lead agency coordinating on behalf of the cities in preparing to solicit proposals from contractors to provide countywide taxi-based intercity paratransit service.

With the authorization of the County Board of Supervisors, on December 16, 2013, the Solano County Director of Resource Management requested that STA explore the feasibility of providing oversight and long term operation of the countywide intercity paratransit service. In response to this request, in mid-January 2014, STA retained consultants to develop and evaluate intercity paratransit service delivery models and to prepare a financial analysis of the service options.

Based on the analysis provided by the consultants, and the emphasis that the STA Board has placed on this issue, the STA Board voted to unanimously accept the County of Solano's request for STA to manage Intercity Paratransit Service/Intercity Taxi Scrip Program and authorize the Executive Director to recruit for a Project Manager to transfer the service from the County and manage the service on behalf of STA.

## FINAL PRODUCT

The consultant will transition the current Intercity Taxi Scrip Program from the County to STA, oversee and manage the Intercity Taxi Scrip Program, assess the current program, analyze ways to promote intercity service for non-ambulatory passengers, and develop an Analysis Report including recommendations that will reflect an effective and sustainable service model.

## LOCAL PREFERENCE POLICY

The STA has adopted a Local Preference Policy which encourages the hiring of local firms. While there is no adopted goal for this Project, firms are still encouraged to utilize the services of local firms in the preparation of a response to this RFP. The STA has prepared a database of contact information for local firms for convenience purposes only and without guarantees as to the ability of such firms to provide the services. This database and the Local Preference Policy can be viewed at <http://tiny.cc/jobsrfps>.

## SCOPE OF SERVICE TASKS

There are three specific tasks that will be the responsibility of the Project Manager. The first two are near-term. The consultant is to initially assess the current Intercity Taxi Scrip Program, then develop and implement a transition of the service from the County of Solano to the STA. This assessment is to include proposed changes to the current service to improve customer service, financial viability and financial deception. Second, the Project Manager is to work with STA and Solano County's transit operators to assess the current program and review various service options and then develop a Request for Proposal (RFP) for intercity paratransit for ambulatory and non-ambulatory riders. The Project Manager will lead the procurement process. Thirdly, after setting up the intercity paratransit program, the Project Manager will then manage the contract and program. Initially, this is recommended to be through retaining of a consultant or consulting firm with the necessary experience in managing paratransit service to initially establish and manage the program.

This assessment is to be determined in the near-term and a selection of a preferred service option based on one or some combination of the three options identified by a recent assessment study conducted by the STA. These assessments can be found on STA's website at <http://www.sta.ca.gov>

The third task is more longer-term in nature and concerns the funding of the intercity paratransit service. Based on the nine service funding scenarios assessed, all of them have the potential to have sustainability issues, somewhere between 2 to 6 years, if the service is not managed within the transit resources expected to be available. There is adequate funding available through the TDA funds to be provided by the County of Solano, the Transportation Development Act (TDA) pooled by the five transit operators and the two federal transit grants already obtained by the County to fund the startup of the service to operate the service during the two fiscal years with a reasonable expectation of being able to cover the program's cost. The best indicator of how the service will function, the annual cost and service demand will be determined during the initial year of operation. Adjustments will likely need to be made whichever service option is selected. These will be assessed and recommended by the consultant.

The consultant will be provided an office space at STA and expected to work from STA office for the designated amount of the time to be determined. STA has under contract a consultant to provide financial assistance for the Intercity Paratransit Program which the consultant will collaborate with during the contract period.

The consultant will provide the following services:

#### **DEVELOP ORGANIZATION AND PROCEDURES**

- Provide vision, goals and objectives for the program
- Process and make recommendations for changes in program, schedule and budget

#### **COMMUNICATION**

- Prepare staff reports for STA Board approval
- Establish and operate a document/correspondence management and distribution system
- Manage the public relations plan for program
- Oversee the preparation of necessary exhibits
- Make presentations on behalf of the Program
- Make certain that meeting are arranged and that the necessary equipment is available
- Assist in public meetings
- Prepare quarterly progress reports for STA staff as required
- Make as needed reports and presentations to the Solano Seniors and People with Disabilities Transportation Advisory Committee, Paratransit Coordinating Council, SolanoExpress Intercity Consortium and the STA Board

#### **BUDGET CONTROL**

- Oversee the regular management of the program to ensure the service is within budget
- Recommend any changes to the program to mitigate potential cost overruns
- Recommend approval of any scope changes that are beyond the approved budget and independent program contingency
- Assist in the preparation of financial allocation reports and requests

#### **SCHEDULE CONTROL**

- Oversee the development, approval and monitoring of the independent program schedules
- Implement methods to keep the program on schedule
- Report to the STA Executive Director on independent program progress
- Develop monthly reports on progress and financial expenditures

#### **INTER-AGENCY COORDINATION**

- Work with Caltrans and other agencies to assist the STA staff to obtain necessary approvals of program funding and reporting
- Ensure information moves from agency to agency
- Monitor agency activities
- Coordinate with the County and local transit operators on the transition of the program and the subsequent management of the program

#### **QUALITY ASSURANCE**

- Review all reports, studies and communications produced by consultant(s) concerning the Intercity Paratransit Service/Intercity Taxi Program
- Ensure consistency in technical reports that are incorporated into final reports and studies

#### **CONTRACT ADMINISTRATION**

- Provide overall coordination and management
- Monitor progress at all stages
- Review and recommend payment of invoices

## RISK MANAGEMENT

- Identify potential risk issues
- Develop risk management plan(s)
- Minimize scope, cost and schedule changes
- Develop contingency plans for scope, cost and schedule changes

The STA intends to retain a qualified and committed professional consultant to work closely with STA, the County, and its transit operators to oversee, manage, and analyze the Intercity Paratransit/Taxi Scrip Program via the following major tasks:

1. Confirm Project Goals and Finalize Scope of Service and Work Plan
2. Review Documentation, Studies etc
3. Transition-Oversee-Manage Taxi Scrip Program
4. Conduct Analysis and Develop Recommendations
5. Develop RFP from Recommendations
6. Develop Job Description
7. Presentation to Committees

The following details each task with task deliverable information:

### Task 1. Confirm Project Goals and Finalize Scope of Services and Work Plan

Task 1.1 Kick off meeting with the STA to negotiate final task budget and determine final schedule with milestones and deliverables.

Task 1.2 Develop detailed project budget and schedule.

Task 1 Deliverable
1) Finalized budget and detailed project schedule.

### Task 2. Review Documentation, Studies, etc.

Task 2.1 Gather information about the history and assessments of the Intercity Taxi Scrip Program including prior and existing transportation services and options, and paratransit process and instructions.

Task 2 Deliverable
1) Intercity Taxi Scrip/Intercity Paratransit History Report

### Task 3. Transition - Oversee/Manage the Intercity Taxi Scrip Program

Task 3.1 Work with the County of Solano staff to transition the Intercity Taxi Scrip Program to STA

Task 3.2 Assessment and recommend program changes for financial viability and financial deception

Task 3.3 Manage the Intercity Taxi Scrip Program

- Task 3.4 Work with STA staff, STA Financial consultants, and transit operators to establish system for reconciliation and approval of invoices
- Task 3.5 Manage and address complaints
- Task 3.6 Monitor Taxi companies
- Task 3.7 Write staff reports, make presentation to committees as needed
- Task 3.8 Other managerial task as needed

Task 3 Deliverable
<ol style="list-style-type: none"> <li>1) Transition the Intercity Taxi Scrip from the County of Solano to STA</li> <li>2) Set up policies and procedures, administer the Intercity Taxi Scrip Program</li> <li>3) Assessment of current Intercity Taxi Scrip Program and changes/adjustments</li> <li>4) Manage the Intercity Taxi Scrip Program</li> <li>5) Staff Reports and PowerPoint Presentations</li> <li>6) Recommend intercity program modification based on Board performance criteria</li> <li>7) Monthly reporting of Program</li> </ol>

### **Task 4. Service Analysis and Recommendations**

- Task 4.1 Analyze the three service options or some combination of the three options identified by Nelson/Nygaard and recommend a preferred service option. (This is recommended to take place after the hiring of the Project Manager, in approximately 3 to 6 months.)
- Task 4.2 Assess preferred service option for non-ambulatory per the study and then implement.
- Task 4.3 Develop transition per the permanent plan.
- Task 4.4 Develop strategies to manage service within the transit resources expected to be available (short and long term).

Task 4 Deliverable
<ol style="list-style-type: none"> <li>1) Service and System Analysis and Recommendation including implementation, transition and long term sustainability and evaluation</li> <li>2) Prepare staff report(s) for STA Board</li> <li>3) Presentation to advisory committees and STA Board</li> <li>4) Implementation of Board approved service option</li> </ol>

### **Task 5. Develop Request for Proposal/Qualification from Recommendation**

- Task 5.1 Develop a Request for Proposal or Request for Qualification for the new service provider for the Intercity Paratransit Service after receiving STA Board approval.
- Task 5.2 Manage the RFP/RFQ process

Task 5 Deliverable	
1)	Develop Request for Proposal/Qualification (RFP/RFQ)
2)	Respond to Questions to the RFP/RFQ
3)	Participate in the selection of Contractor

## Task 6. Develop Job Description for STA Staff and Transition from Consultant to Staff

- Task 6.1      Develop Job Description for Project Manager
- Task 6.2      Transition and Train new staff

Task 6 Deliverable	
1)	Job Description for Project Manager for Intercity Paratransit Services
2)	Provide information about training to new staff on the program

## Task 7: Presentations to Committees

- Task 7.1      Presentation to four (4) committees (STA Board, Seniors and People with Disabilities Transportation Advisory Committee, Paratransit Coordinating Council, and Consortium).

Task 7 Deliverable	
1)	PowerPoint Presentation to Committees

## RFP SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements.

1. *Proposal:* The proposal (excluding resumes and the transmittal letter) shall not exceed a total of 25 single-sided, 8.5" x 11" pages. A **copy of the RFP** and resumes shall be included in an appendix.
2. *Transmittal Letter:* The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposals shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the contractor selection process. The person authorized by the firm/team to negotiate a contract with STA shall sign the cover letter.

Address the cover letter as follows:

Daryl Halls, Executive Director  
Solano Transportation Authority  
One Harbor Center, Suite 130  
Suisun City, California 94585

3. *Project Understanding:* This section shall clearly convey the consultant's understanding of the nature of the work, and issues related to the program.
4. *Approach and Management Plan:* This section shall provide the firm's/team's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, STA staff and any other parties that may have a significant role in the delivery of this program.
5. *Qualifications and Experience:* The proposal shall provide the qualifications and experience of the consultant(s) that will be available for the Project. Please emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the STA.
6. *Staffing Plan:* The proposal shall provide a staffing plan (by month) and an estimate of the **total hours** (detailed by position) required for preparation of the program tasks as outlined. Discuss the workload, both current and anticipated, for all Key Team Members (if applicable), and their capacity to perform the requested services for the Project Management services according to your proposed schedule. Discuss the firm's/team's approach for completing the requested services for this project within budget.
7. *Work Plan and Schedule:* This section shall include a description of how each task of the program will be conducted, identification of deliverables for each task, and a schedule. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the program. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the firm's/team's approach for completing the requested services for the project on schedule. The project is expected to commence no later than December 1, 2014 and all public meetings, draft and final documents fully completed by June 30, 2015.
8. *Cost Control:* Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
9. *Additional Relevant Information:* Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
10. *References:* For each Key Team Member, provide at least three references (names and current phone numbers) from recent work (previous three years). In addition, please provide a list of all current contracts. Include a brief description of each project associated with the reference, and the role of the respective team member.
11. *Submittal of Proposal:* Five (5) hard copies and one (1) digital (flash drive) of your proposal are due at the STA office **no later than 3:00 PM on Thursday, October 30, 2014**. Envelopes or packages containing the proposals should be clearly marked, "**Intercity Paratransit Project Management.**"
12. *Budget:* The budget should indicate the number of anticipated hours and rate by the Project Manager and Key Team Members per year. The estimated level of hours for other staff can be summarized in general categories.

## SELECTION OF CONTRACTOR & CRITERIA

The qualifications will be evaluated and scored on a 100-point total basis using the following criteria:

1. Qualifications, specific experience, schedule and capacity to provide qualified personnel of Key Team Members. (30%)
2. Program understanding and approach, including an understanding of STA, public and private transportation operations in cities of Solano County, and STA and other agency review, approval and coordination processes. (30%)
3. Budget and Cost Control (10%)
4. Experience with similar types of projects, specifically ADA programs. (30%)

If needed, two or more of the firms/teams may be invited to an interview on or about **November 6, 2014**. The Project Manager and Key Team Members should attend the interview. The evaluation interview panel may include representatives from the STA and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and qualifications preparation shall be borne by the contractor.

STA staff will provide the appropriate notice and schedule for the interviews. STA staff will select the most qualified contractor or contractor team based primarily on experience, ability to contain costs and conducting very similar projects. Recent experience in Solano County is desirable.

Once the top firm/team has been selected, STA staff will develop a services contract with the selected firm/team.

The STA will award the proposer whose proposal presents the best value and is most advantageous to STA and the public. Accordingly, the STA may not necessarily award the proposer with the highest technical ranking or the proposer with the lowest price proposal if doing so would not be in the overall best interest of the STA. STA reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints.

Federal Transit Administration and State Transit Assistance funds will be used to fund this project.

## SELECTION PROCESS AND PROJECT SCHEDULE

September 15, 2014	RFP Issued
October 1, 2014	Questions concerning RFP and project emailed to <a href="mailto:eniedziela@sta-snci.com">eniedziela@sta-snci.com</a> <b>no later than October 1, 2014</b>
October 15, 2014	Answers to questions posted on STA website
<b><u>October 30, 2014</u></b>	<b>Proposals are due no later than 3:00 PM</b> on Thursday, October 30th at the office of the Solano Transportation Authority, One Harbor Center, Suite 130, Suisun City, CA 94585. <b><i>Late submittals will not be accepted.</i></b>
November 6, 2014	Contractor interviews
November 12, 2014	Notified of selected contractor
December 1, 2014	Project commences/Consultant under Contract
December 2014/January 2015	Consultant to work with County to transition the Intercity Taxi Scrip from Solano County to STA
February - April 2015	Transition of Intercity Taxi Scrip to STA/Initial Modification to Program by STA/STA Analysis and Recommendation of Program
April/May 2015	Develop and Release RFP/Q for Preferred Service Option
April/June 2015	Develop Job Description
May/June 2015	Presentation to Committees/Selection of Service/Program Modification

If you have any questions regarding this RFP, please contact:

Liz Niedziela  
 Transit Program Manager  
 Phone (707) 399-3217  
 Fax (707) 424-6074  
[eniedziela@sta-snci.com](mailto:eniedziela@sta-snci.com)

## PROTEST AND APPEALS

**Protests Prior to Proposal Opening.** Protests regarding any aspect of the attached materials and the STA selection procedures must be submitted in writing (via mail or fax only) to the Executive Director, One Harbor Center, Suite 130, Suisun City, CA 94585, or by fax: (707) 424-6074, by 3:00 pm, PST, October 1, 2014. The Executive Director will respond to these protests by October 15 with an addendum to this RFP, by express mail, email and/or fax. This action completes the preopening administrative protest remedy at the STA level.

**Protests After Proposal Opening/Announcement of Award.** Protests regarding the STA proposed selection of CONTRACTOR after proposal opening and award announcement must be submitted in writing (via mail, email or FAX) to the writing (via mail or fax only) to the Executive Director, One Harbor Center, Suite 130, Suisun City, CA 94585, or by fax: (707) 424-6074, by 3:00 pm, PST, November 21, 2014.. The Executive Director will respond to these protests by 3:00 pm, PST, on November 28, 2014 by email and/or FAX. This action completes the proposal opening/award announcement administrative protest remedy at the STA level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him/her at the STA level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA grant. The deadline for submitting protests to Caltrans prior to proposal opening is 3:00 pm, PST, October 22, 2014. The deadline for submitting protests to Caltrans after opening/announcement of award is 3:00 pm, PST, December 9, 2014.

Caltrans review of any protest will be limited to:

- (1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.
- (2) Violation of STA's protest procedures or STA's failure to review a complaint or protest.

The protest filed with Caltrans shall:

- (1) Include the name and address of the protester.
- (2) Identify STA as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with Caltrans must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- (4) Include a copy of the protest filed with the STA, and a copy of STA's decision, if any.
- (5) Indicate the ruling or relief desired from Caltrans.

Such protests should be sent to:

California Department of Transportation  
Division of Mass Transportation  
PO BOX 942874 – M.S. 39,  
Sacramento, CA 942874-0001

A copy of such protests should also be sent to the STA Executive Director.

DISCLOSURE: The master copy of each response to this RFP shall be retained for official files and will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law (Government Code section 6250 et seq.). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Firm agrees to indemnify and defend the STA for honoring such a designation. The failure to so label any information that is released by the STA shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the STA, the STA will notify the Responding Firm of the request and delay access to the material until seven working days after notification to the Responding Firm. Within that time delay, it will be the duty of the Responding Firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

Solano Transportation Authority  
Standard Contractor Contract  
Project:



1. **Project Description:**
2. **This Contract is entered into between the Solano Transportation Authority (STA) and the Contractor named below:**  
     Contractor's Name: \_\_\_\_\_ Business Form: \_\_\_\_\_
3. **The Term of this Contract is: From date of execution of contract to \_\_\_\_\_.**
4. **The maximum amount of this Contract is:**
5. **The CONTRACTOR agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract and incorporated as though set forth in full:**
  - **Exhibit A – Scope of Work and Documents related to Project description and Contractor's performance.**
  - **Exhibit B – Budget Detail and Payment Provisions**
  - **Exhibit C – General Terms and Conditions**
  - **Exhibit D – Special Terms and Conditions (Caltrans/State Funds)**
  - **Exhibit E – Special Terms and Conditions (Federal Funds)**

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

<b>SOLANO TRANSPORTATION AUTHORITY</b>	<b>CONTRACTOR</b>
By _____	By _____
<b>DARYL K. HALLS, STA Executive Director</b>	

**Approved as to form:**

**By: \_\_\_\_\_**  
**BERNADETTE CURRY, STA Legal Counsel**

**STA Contact Information**  
 Daryl K. Halls, Executive Director  
 Solano Transportation Authority  
 One Harbor Center, Suite 130  
 Suisun City, CA 94585  
 Attn: Elizabeth Niedziela, Transit Program Manager  
 Telephone: (707) 424-6075  
 Fax: (707) 424-6074

**Contractor Contact Information**

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**Solano Transportation Authority  
Standard Contractor Contract  
Project:**

**EXHIBIT A**

**SCOPE OF WORK**

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. STA has materially relied upon the representations of Contractor as may have been made in STA's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified. Said Scope of Services comprises, and includes, the following documents:
  - a. STA staff report to the STA Board dated \_\_\_\_\_ and approved by the STA Board on \_\_\_\_\_;
  - b. STA'S REQUEST FOR PROPOSAL/QUALIFICATIONS (STA Project No. \_\_\_\_\_);
  - c. Contractor's written response to the Request for Proposal/Qualifications for the Project dated \_\_\_\_\_;
  - d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to STA's selection board and to the officers and employees of STA who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which STA has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

**Solano Transportation Authority  
Standard Contractor Contract  
Project:**

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Compensation.** This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed \_\_\_\_\_ as set forth on Contractor’s “Cost/Fee Proposal” which includes all applicable surcharges such as taxes, insurance, and fringe benefits, and allowable indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.

**B. Progress Payments.** Payment for Contractor’s services shall be due under the approved payment schedule upon acceptance by Project Manager of those deliverables marking completion of a portion of the Project and as invoiced under Contractor’s proposal.

**C. Maximum Payment.** Subject only to duly executed amendments, it is expressly understood and agreed that the total compensation will not exceed the sums set forth in this Contract unless under written amendment of this Contract approved by the STA Board.

**D. Method of Payment.** Contractor shall submit an invoice identifying the Project deliverable or milestone, with a brief status statement of the Study’s progress for which payment is sought, no later than thirty days after STA's acceptance of such deliverable/milestone. Payment shall be made by STA within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be made in writing and delivered or mailed to the STA Project Manager:

Daryl K. Halls, Executive Director  
Solano Transportation Authority  
One Harbor Center, Suite 130  
Suisun City, CA 94575  
Attn: Elizabeth Niedziela, Transit Program Manager

**E. Cost/Fee Proposal** If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached here to as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

**Solano Transportation Authority  
Standard Contractor Contract  
Project:**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1. Conflict With Caltrans Or Federal Provisions**

Where Caltrans or Federal funds are involved, those Caltrans or Federal provisions shall control over a General Term or Condition.

**2. Closing out**

STA will pay Contractor's final claim for payment providing Contractor has completed all obligations undertaken under this Contract. Contractor is responsible for STA's receipt of a final claim for payment 60 days after termination or completion of this Contract.

**3. Time**

Time is of the essence in all terms and conditions of this Contract.

**4. Time of Performance**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with STA's Contract Manager.

**5. Termination**

- A. This Contract may be terminated by STA or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.
- B. STA may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, STA will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

**6. Signature Authority**

The parties executing this Contract certify they have the proper authority to bind their respective entities to all terms and conditions in this Contract.

**7. Warranty**

A. STA relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. STA's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

**8. Best Efforts**

Contractor warrants that Contractor will faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to STA's reasonable satisfaction.

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**9. Default**

A. If Contractor defaults in Contractor's performance, STA shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires over 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, STA may elect to cure the default and any expense incurred shall be payable by Contractor to STA.

C. If STA serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, STA shall be entitled to recover from Contractor all damages allowed by law.

**10. Indemnification**

Contractor shall indemnify and hold harmless the STA, its officers, officials, employees and volunteers against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by STA's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (collectively referred to as "liabilities"), arising out of or for any negligent act or omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not STA accepted or approved any service or work product performed or provided by Contractor, and whether or not such liabilities are litigated, settled or reduced to judgment. If a final decision or judgment allocates liability by determining any portion of damages awarded is attributable to STA's negligence or willful misconduct, STA shall pay the portion of damages allocated to STA's negligence or willful misconduct, provided that STA shall not be liable for any passive negligence of STA, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by Contractor.

Contractor shall, upon STA's request, defend with counsel approved by STA (which approval shall not be unreasonably withheld), at Contractor's sole cost and expense, any action, claim, suit, cause of action or portion which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not such action, claim, suit, cause of action or portion is well founded or lacking in merit.

Acceptance of insurance certificates or endorsements required under Exhibit E of this Contract does not relieve Contractor from liability under this Section 10 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by Contractor's negligence, misconduct, or other legal fault whether such insurance policies shall have been determined to apply to such damages or claims for damages. This Section shall survive any termination of this Contract.

**11. Insurance Requirements**

Contractor shall procure and maintain for the duration of this Contract the following insurance:

**Minimum Scope of Insurance:**

Coverage shall be at least as broad as:

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1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architect's and engineers' coverage is endorsed to include contractual liability.

**Minimum Limits of Insurance:**

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage, combined single limit.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease, and in the aggregate.
4. Errors and Omissions Liability: \$1,000,000 on a claims made basis.

**Deductibles and Self-Insurance Retentions:**

Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by the STA. At the option of STA, either: the Contractor shall reduce or eliminate such deductibles or self-insured retentions regarding the STA, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to the STA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions:**

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

1. The STA, its officers, officials, employees and volunteers be covered as insureds regarding the liability arising out of automobiles owned, leased, hired or borrowed by or for the Contractor, and regarding liability arising out of work or operations by or for the Contractor including materials, parts or equipment furnished with such work or operations. General liability coverage can be in an endorsement to the Contractor's insurance or as a separate owner's policy.

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2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the STA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the STA, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Should the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered under the policy provisions.

**Acceptability of Insurers:**

Insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to STA.

**Verification of Coverage:**

Contractor shall furnish STA with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the STA or on other than the STA's forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements must be received and approved by the STA before work commences. STA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

**All insurance documents are to be sent to:**

Solano Transportation Authority  
Attn: STA Legal Counsel  
One Harbor Center, Suite 130  
Suisun City, CA 94585

**Sub-Contractors:**

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated above unless specifically waived by STA in writing.

**Forms of Endorsement:**

Endorsements shall include the following provisions. STA understands and agrees that variations in language may occur:

THIS ENDORSEMENT, EFFECTIVE \_\_\_\_\_ A.M. \_\_\_\_\_,  
201\_\_, FOR POLICY NUMBER \_\_\_\_\_, IS ISSUED TO THE  
SOLANO TRANSPORTATION AUTHORITY BY  
\_\_\_\_\_ FOR (PROJECT DESCRIPTION OR  
TITLE)\_\_\_\_\_.

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ADDITIONAL INSURED

IT IS UNDERSTOOD AND AGREED THAT THE STA, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL AND AUTOMOTIVE LIABILITY INSURANCES.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE STA MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION THE STA MAY HAVE, AND ANY OTHER INSURANCE THE STA DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE STA IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

Solano Transportation Authority  
Attn: STA Legal Counsel  
One Harbor Center, Suite 130  
Suisun City, CA 94585

THIS PARAGRAPH SUPERSEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

**12. Independent Contractor**

A. Contractor is an independent contractor and not an agent, officer or employee of STA. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against STA for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments. Contractor shall indemnify and hold STA harmless from any liability which STA may incur because of Contractor's failure to pay such obligations.

D. As an independent contractor, Contractor is not subject to the direction and control of

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STA except as to the final result contracted for under this Contract. STA may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

E. Contractor may provide services to others during the same period Contractor provides service to STA under this Contract.

F. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

G. As an independent contractor, Contractor shall indemnify and hold STA harmless from any claims that may be made against STA based on any contention by a third party that an employer-employee relationship exists under this Contract.

H. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

**13. Commitment Of Key Contractor Personnel**

In recognition of the special skill of Contractor's proposed "Project Team", if such a team has been proposed, STA has relied upon the commitment by Contractor of certain key personnel assigned to this work by Contractor and an estimate of the commitment of their time to this Project, all as set forth in Contractor's Proposal found in Exhibit B. Substitution of any key personnel named in Exhibit A or a decrease in the commitment of time to be provided to the Project by such personnel of more than 10% requires the prior written approval of STA. Contractor shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements.

**14. Responsibilities of Contractor**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and STA relies upon such skills. Contractor pledges to perform the work skillfully and professionally. STA's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 4 years from the end of the contract award or for 4 years from termination, whichever is later.

**15. Compliance with Law**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing

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practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by STA will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

**16. Confidentiality**

A. Contractor shall prevent unauthorized disclosure of names and other STA-identifying information, except for statistical information not identifying a particular project.

B. Contractor shall not use STA-specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to STA all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the STA, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from STA.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

**17. Conflict of Interest**

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to STA in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**18. Drug Free Workplace**

Contractor warrants Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**19. Health and Safety Standards**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the STA under the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

**20. Audits and Inspection of Record**

- a. Contractor shall permit STA and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, including Contractor's place of business, to make an audit, examination, excerpt and transcription during the term of this Contract and for a period of four (4) years. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

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- b. Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term of this Contract.
- c. The State, the State Auditor, the STA, Federal Highway Administration (FHWA), or any duly authorized representative of the federal government shall have access to any books, records and documents of the Contractor pertinent to the contract for audit, examination, excerpts, and transactions, and copies shall be furnished if requested. This provision shall apply to subcontractors.

**21. Nondiscrimination**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, 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.

**22. Subcontractor and Assignment**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the STA's Contract Manager, subject to any required state or federal approval.

C. If STA consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 11 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**23. Unforeseen Circumstances**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to STA of the cause of the delay within 10 days of the start of the delay.

**24. Ownership of Documents**

A. STA shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by STA or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**25. Notice**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

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**26. STA's Obligation Subject to Availability of Funds**

A. The STA's obligation under this Contract is subject to the availability of authorized funds. The STA may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the STA, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited prior to the expiration date in this Contract, or any subsequent Amendment, the STA may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the STA Board. If the Contract is terminated for non-appropriation:

- i. The STA will be liable only for payment under the terms for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services under this Contract affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the STA Board of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to STA. If applicable funding is reduced, STA may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

**27. Changes and Amendments**

A. STA may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease for Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal Contracts or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

**28. Choice of Law**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**29. Waiver**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision.

**30. Conflicts in the Contract Documents**

The Contract documents are complementary and interpreted in harmony so as to avoid conflict. If a conflict occurs in the Contract documents, the parties agree that the document providing the highest quality and level of service to the STA shall supersede any inconsistent term in these documents.

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**31. Disbarment or Suspension of Contractor**

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in state or federal transportation related projects and programs; (ii) have not been convicted of a criminal offense related to the provision of consultant services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in state or federal transportation related programs or projects, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in state or federal transportation related projects or programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the STA of any change in the status of the representations and warranty set forth in this section.

**32. Execution in Counterparts; Signatures by Facsimile or PDF**

This Contract may be executed in duplicate originals, each of which is deemed an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed original copies.

**33. Entire Contract**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by STA or Contractor other than those contained.

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**EXHIBIT D**

**CALTRANS/STATE FUNDING CONTRACT PROVISIONS**

**1. DATA FURNISHED BY STA; CONFIDENTIALITY OF DATA**

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("STA Data") provided to Contractor by STA for use by Contractor to perform its services under this Contract shall remain the property of STA and shall be returned to STA at the completion or termination of this Contract. No license to such STA Data, outside of the Scope of Work of the Project, is conferred or implied by Contractor's use or possession of such STA Data. Any updates, revisions, additions or enhancements to such STA Data made by Contractor in the Project shall be the property of STA and subject to this Contract.

All financial, statistical, personnel, technical, or other data and information relative to the STA's operations, and designated confidential by the STA and provided to the Contractor to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure. Permission to disclose information on one occasion, or at a public hearing held by the STA and relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

The Contractor shall not comment publicly to the press or any other media regarding the contract or the STA's actions on the same, except to the STA's staff, Contractor's own personnel involved to perform the contract, at public hearings or in response to questions from a Legislative Committee. The Contractor shall issue no news release or public relations item of any nature regarding the work performed or to be performed under this Contract without prior review of the contents by the STA and receipt of STA's written permission.

Any subcontract entered into because of this Contract shall be subject to all this Section.

**2. OWNERSHIP OF WORK PRODUCTS**

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products ("Work Products") prepared or assembled and furnished to STA by CONTRACTOR or its subcontractors under this Contract shall be the property of STA, and copies shall be delivered to STA promptly upon completion of the work or upon an earlier termination of this Contract. CONTRACTOR assigns to STA ownership of all right, title and interest in such Work Products, including ownership of the entire copyright in the Work Products. CONTRACTOR also agrees to execute all papers necessary for STA to perfect its ownership of the entire copyright in the Work Products. CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to STA, and CONTRACTOR shall replace any such Work Products lost, destroyed, or damaged while in its possession without additional cost to STA.

**3. EQUIPMENT PURCHASES**

To the extent this Contract provides for the purchase of equipment, Contractor agrees to abide by the following:

- a. Prior authorization in writing, by the STA's Director of Projects shall be required before the CONTRACTOR enters into any unbudgeted or additional contract, purchase order or subcontract exceeding \$5,000, for supplies, equipment or additional Contractor services beyond those contained in the scope of work and cost proposal, if any, and, further, CONTRACTOR

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shall provide an evaluation to the STA of the necessity or desirability or incurring such costs prior to any approval by the STA for the additional expenditure(s).

b. For purchase of any item, service or consulting work not covered by CONTRACTOR'S Cost Proposal for which CONTRACTOR seeks reimbursement beyond the Cost Proposal, and which exceed \$5,000.00, the CONTRACTOR shall both receive prior authorization from the STA's Director of Projects including submission of three competitive quotations or adequate justification presented for any absence of such quotations. Any equipment purchased because of this contract is subject to the following provision:

The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the STA shall receive proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the STA in an amount to the fair market value, or sell such equipment at the best price obtainable at a public or private sale, under established STA procedures; and credit the STA in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the STA and the CONTRACTOR. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the STA.

**4. SOLICITATION OF CONTRACT**

Contractor warrants it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, STA shall have the right to terminate the Contract without liability or, at its discretion, the right to deduct from Contractor's maximum payment the full such fee, commission, percentage, brokerage fee, gift or contingent consideration.

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**EXHIBIT E**

**SPECIAL PROVISIONS RELATED TO FEDERAL FUNDING**

If any funding for the Project is from federal government sources the following sections will apply to, be incorporated within and are made a part of this Contract:

**FEDERAL PROVISION 1. IDENTIFICATION OF DOCUMENTS**

All reports and other documents completed as part of this Contract shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the Metropolitan Transportation Commission, the State of California Department of Transportation, and the Federal Transit Administration/Federal Highway Administration and/or the U.S. Department of Transportation. The contents of this report do not reflect the official views or policy of the U.S. Department of Transportation.

**FEDERAL PROVISION 2. SUBCONTRACTS**

A. Sub-contractors approved by STA for subcontract work under this Contract are listed in Federal Provision 8 below entitled "Disadvantaged Business Enterprise (DBE)/Sub-contractor List," and is attached and incorporated herein by this reference. Contractor shall not subcontract all or any portion of its services under this Contract, except as specified in said Federal Provision 8 without the prior written approval of STA and any attempt to do so shall be void and unenforceable. If Contractor enters into one or more subcontracts under this Contract, Contractor agrees that the participating sub-contractors shall be solely and directly responsible to Contractor, and STA shall have no obligation to them.

B. Contractor shall include all provisions of this Contract, modified only to show the particular contractual relationship, in any subcontracts connected with carrying out its Contract that exceed \$25,000, except contracts for standard commercial supplies or raw materials. No subcontract shall include a cost plus percentage of cost method of payment.

C. Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Contractor shall pay all subcontractors for work for which Contractor has been paid by STA and for which the subcontractor has submitted an invoice no later than 30 days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or when is reasonably feasible.

D. Any sub-contract of \$25,000.00 or greater shall include within its provisions a full and complete copy of FHWA Form 1273.

**FEDERAL PROVISION 3. ASSIGNMENT OF CONTRACT**

Contractor shall assign no part of this Contract without prior express written consent of STA or a designated representative, and any attempt without complying with this requirement shall be void and unenforceable.

**FEDERAL PROVISION 4. RECORDS**

Contractor shall maintain full and adequate books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this Contract for a minimum of three (3) years following final payment to the Contractor or four (4) years following the fiscal year of the last expenditure under this Contract, whichever is longer.

**FEDERAL PROVISION 5. AUDITS**

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Contractor shall permit STA, the U.S. DOT, FTA/ FHWA and the Comptroller General of the United States and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, to make an audit, examination, excerpt and transcription during the term of this Contract and for the period specified in Federal Provision 4. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA, the U.S. DOT, FTA/ FHWA and the Comptroller General of the United States or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$25,000.

**FEDERAL PROVISION 6. NOTICES**

Except for invoices submitted by Contractor under the provisions on compensation, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as stated on the first page of this Contract.

**FEDERAL PROVISION 7. CIVIL RIGHTS**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

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

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

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

**FEDERAL PROVISION 8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY**

A. Policy. It is the policy of STA to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to STA'S procurement and professional services activities. To perform the Contract, Contractor will cooperate with STA in meeting these commitments and objectives.

B. Obligation of Contractor. Contractor shall not discriminate on the basis of race, color, national origin or sex to perform this Contract. Contractor shall carry out requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of contract, which may cause the termination of this Contract or such other remedy as the recipient deems appropriate.

C. Contract-Specific Goal. Under the provisions of State law and the requirements of Caltrans, there is no contract-specific DBE participation goal established for the Contract. A list of the certified DBE firms Contractor intends to use on the PROJECT is set forth below. Contractor shall not terminate any listed DBE Subcontractor for conveniences and perform work with its own forces, without the prior approval of STA. If a listed DBE is terminated Contractor shall make good faith efforts to substitute another DBE. Substitutions of subcontractors (DBE or non-DBE) require the prior written approval of STA. This section shall be under Attachments (i) and (ii) to this Exhibit G.

D. Record Keeping. Contractor shall maintain full and accurate records of DBE participation to perform the Contract, including payment amounts. Contractor shall submit quarterly reports to the MTC DBE Liaison Officer, which include the names and addresses of the DBEs performing work during the previous quarter and the total amounts billed and paid during the quarter.

**E. Disadvantaged Business Enterprise (DBE)/Subcontractor List**

	<u>Name/Address of Subcontractor</u>	<u>DBE?</u> <u>yes/no</u>	<u>Amount of</u> <u>Subcontract</u> <u>(DBE only)*</u>	<u>Description of Work</u>
1.				
2.				
3.				
4.				
5.				
6.				

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**FEDERAL PROVISION 9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

Contractor agrees to comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations, applicable to this Contract.

**FEDERAL PROVISION 10. ENERGY CONSERVATION**

Contractor shall comply with all 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 (42 U.S.C. § 6321).

**FEDERAL PROVISION 11. PRIVACY ACT**

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

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

**FEDERAL PROVISION 12. DEBARMENT**

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

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

C. By executing this Contract, Contractor certifies that has represented that it has not been excluded or disqualified as provided in subsection A above. The certification in this clause is a material representation of fact relied upon by STA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to STA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**FEDERAL PROVISION 13. CLEAN AIR AND WATER POLLUTION ACTS**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq and pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et . seq. The Contractor agrees to report each violation

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to the STA and understands and agrees that the STA will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**FEDERAL PROVISION 14. LOBBYING**

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. §1352 and 49 C.F.R. Part 19 and has executed Appendix A Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**FEDERAL PROVISION 15. LAWS AND REGULATIONS**

- A. Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to STA, the U.S. DOT, FTA/FHWA and the State of California (Caltrans) that relate to or in any manner affect performing the Contract. Those laws, statutes, ordinances, rules, regulations and procedural requirements imposed on STA as a recipient of federal or state funds are imposed on Contractor including but not limited to 49 Code of Federal Regulations Part 18, which are incorporated by this reference.
- B. Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between STA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

**FEDERAL PROVISION 16. RECYCLED PRODUCTS**

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**FEDERAL PROVISION 17. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

**FEDERAL PROVISION 18. FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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

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

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

**FEDERAL PROVISION 19. CONTRACT WORK HOURS AND SAFETY STANDARD**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The STA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

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cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**FEDERAL PROVISION 20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT are incorporated by reference. Anything to the contrary in this Contract notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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APPENDIX A – CERTIFICATION REGARDING LOBBYING

49 CFR PART 20-Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, 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 an 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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