SOUTHERN CALIFORNIA

ASSOCIATION of GOVERNMENTS

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Orange County Transportation Authority: Charles Smith, Orange County

Riverside County Transportation Commission: Robin Lowe, Hemet

Ventura County Transportation Commission: Bill Davis, Simi Valley

Printed on Recycled Paper 559-5/20/04

December 28, 2004

REQUEST FOR PROPOSAL NO. 05-159

2005 STATE OF THE COMMUTE REPORT

The Southern California Association of Governments (SCAG) is soliciting proposals in response to Request for Proposal (RFP) No. **05-159, 2005 State of the Commute Report**.

The purpose of the RFP is to seek proposals from transportation and marketing research companies to perform data collection services for SCAG's 2005 State of the Commute Survey.

The RFP is comprised of the following ten (10) parts presented herein as Attachments:

1. Proposal Information, Organization, and Content
2. Scope of Work
3. Proposal Evaluation Form
4. Interview Evaluation Form
5. Contract Budget Explanatory Information
6. Debarment and Suspension Certification
7. SCAG Conflict of Interest Form
8. Disadvantaged Business Enterprise Requirements
9. SCAG Vendor/Consultant Application
10. SCAG Standard Consultant Agreement

PROPOSAL SUBMISSION

One (1) original (clearly marked/stamped as such) and **six (6) copies** shall be received by SCAG by **3:00 p.m. (Pacific) on January 26, 2005** and directed to:

Anthony M. Piunno, Jr., Senior Contracts Administrator
Southern California Association of Governments
818 W. 7th Street, 12th Floor
Los Angeles, California 90017-3435

All submissions are considered a matter of public record.

Your proposal must be received at SCAG by the deadline specified above. Late submittals will not be accepted. Also, faxed or electronically sent proposals will not be accepted. Any proposal received after the deadline will be returned to the consultant/vendor without further consideration.

RFP QUESTIONS AND RESPONSES

There will be no pre-bid conference. However, in order to provide new or updated solicitation information and/or to provide clarification regarding the RFP package SCAG will allow prospective bidders to submit questions regarding the RFP by January 7, 2005.

Questions must be submitted in writing via FAX or e-mail to the attention of:

Anthony M. Piunno, Jr., Senior Contracts Administrator
Fax: (213) 236-1825
Email: piunno@scag.ca.gov

Answers to the questions will be posted on SCAG's web site under the corresponding RFP no later than close of business January 12, 2005.

BUDGET PARAMETERS

Any proposal exceeding the budget specified in this RFP will not be accepted.

Total budget: Not to exceed $120,000.

Funding for this project is contingent upon availability of funds at the time of contract award.

PERIOD OF PERFORMANCE

The maximum period of performance for this contract is 12 months. Cost proposals (Line Item Budget) should be prepared for the entire 12-month period, but broken out into increments based on the SCAG Fiscal Year i.e., July 1 through June 30, and assuming a contract start date of April 1, 2005.

PROJECTED TIMELINE

RFP Released	December 28, 2004
Deadline to Submit Questions	January 7, 2005
Posting of Answers to Questions	January 12, 2005
RFP Due Date	January 26, 2005
Proposal Evaluations	February 1, 2005
Consultant Interviews	February 7, 2005
Final Selection	February 16, 2005
Regional Council Approval	March 3, 2005
Contract Execution/NTP	April 1, 2005

SELECTION PROCESS

- Proposals will be ranked in accordance with the criteria described in Attachments 3 and Attachment 4.

- Respondents may be invited for an interview.

STIPULATIONS

- SCAG reserves the right to disqualify any and all proposals that are not submitted in accordance with the required format described in this RFP.

- SCAG reserves the right to reject any and all proposals submitted, or to request additional information.

- All offerors should be aware of the Insurance Requirements for Contract Award, (Attachment 10, Section 43). The Certificate of Insurance must be provided by the successful offeror prior to contract award. A contract may not be awarded if insurance requirements are not met.

- SCAG does not reimburse respondents for the cost of proposal preparation, even in the event of RFP cancellation.

- Ring binders will not be accepted. Comb binding is preferred.

- Disadvantaged Business Enterprises (DBEs), as defined in Title 49, Part 26 of the Code of Federal Regulations, are strongly encouraged to apply.

- Debriefings will not be provided by SCAG.

- Communication between the proposer and any member of the Proposal Review Committee during the selection process is prohibited, except when and in the manner expressly authorized in the Request for Proposal. Violation of this restriction is grounds for disqualification.

- The contract for this work will be awarded to the firm that the Proposal Review Committee deems best qualified.

- Every proposal submitted is considered a firm offer that must be valid for a minimum of 90 calendar days.

- If applicable, SCAG prefers that software developed, under SCAG's contract, not incorporate proprietary and/or third party software components. This does not preclude the development of deliverables that interface with commonly available off-the-shelf software. However, consultants must determine in advance whether SCAG already has, or is willing to procure, appropriate licenses for any proprietary and/or third party software that would be required. Impacts of enhancements and upgrades must also be provided. SCAG will require delivery of documentation and source code for all electronic intellectual property developed under a SCAG contract prior to releasing final payment to the consultant.

NOTIFICATION OF RIGHT TO PROTEST CONTRACT AWARD

Offerors have the right to protest the contract award in compliance with SCAG's Policy on Contract Award Protests, which can be viewed online at www.scag.ca.gov under "Doing Business with SCAG." A written protest must be filed with SCAG's Deputy Director within five (5) working days after posting of the Notice of Intent to Award. No verbal protests will be accepted. The protest must be a detailed, written statement of the protest grounds and reference the RFP number and name of the designated Contracts Administrator. The protest must be submitted to SCAG's Deputy Director via both certified mail and fax using the following address and fax number:

Deputy Director
Southern California Association of Governments
818 W. 7th Street, 12th Floor
Los Angeles, California 90017-3435
Fax: (213) 236-1825

The contract award is held up when SCAG's Deputy Director receives the protest on time. The contract may not be awarded until the protest is either withdrawn or SCAG's Deputy Director has rendered a decision.

CONTACT INFORMATION

Any questions regarding this RFP may be directed to:

Anthony M. Piunno, Jr., Senior Contracts Administrator
Phone: (213) 236-1887
Fax: (213) 236-1825
Email: piunno@scag.ca.gov

PROPOSAL INFORMATION, ORGANIZATION, AND CONTENT

All proposals shall contain, at a minimum, the following information:

TITLE PAGE

The following must be provided on the title page:

- RFP Number
- Title of the Project
- Name and Address of Firm
- Phone/Fax of Firm
- Prime Contact Person
- Email of the Prime Contact Person
- Signature of the Individual Authorized/Obligated to Commit the Firm to this Project

TABLE OF CONTENTS

A clear identification of the materials by section and page numbers.

TECHNICAL APPROACH

- A statement and discussion of the project objectives, concerns, and sensitive key issues.

- The technical approach for performing the study includes a detailed Scope of Work along with a program for executing the requirements and objectives of the project. A description of the technical approach to be followed for each task or activity proposed in SCAG's Scope of Work (Attachment 2) and annotated outlines of the proposed final report (as applicable) are to be included.

- A discussion of the difficulties expected or anticipated in performing the study, along with a discussion of how the respondent proposes to overcome or mitigate against those difficulties.

- A detailed schedule for completion of the work, including performance and delivery schedules indicating phases or segments of the project, milestones, and significant events.

- A statement of the extent to which the respondent's proposed approach and Scope of Work will meet or exceed the stated objectives discussed in this RFP. Furthermore, a discussion of how the respondent would modify the project, schedule, and/or cost to better meet these objectives without exceeding the stated budget amount.

FEE STRUCTURE/FINANCIAL FORM

- Proposals must include a line item budget in the format and detail shown in Attachment 5. A similar detailed budget is required of each subconsultant whose portion of the work is $25,000 or more.

- Proposals must include a budget summary by task.

PROFILE OF RESPONDENT

- A statement indicating if the firm is local or national and a summary of representative experience relevant to the work described in the Scope of Work for this RFP.

- The location and telephone number of the office from which the work is to be done.

- Identification of the individuals who will perform the work, including officers, project manager and key staff. State the time commitment and include resumes for key individuals.

REFERENCES

- Provide a list of at least three references, including the names of contact persons within the firms.

- References should not include any SCAG staff or SCAG Regional Council Members.

REQUIRED FORMS

- The Debarment and Suspension Certification (Attachment 6) must be fully completed by all parties to the proposal (prime and all subconsultants).

- The SCAG Conflict of Interest Form (Attachment 7) must be fully completed by all parties to the proposal whose portion of the overall work is valued at $25,000 or more. All persons or firms seeking contracts valued at $25,000 or more must complete and submit this SCAG Conflict of Interest Form along with the proposal. This requirement also applies to all proposed subconsultants whose portion of the overall work is valued at $25,000 or more.

- All offerors should ensure that they have completed and submitted a SCAG Vendor/Consultant Application (Attachment 9). Applications can also be obtained on-line at www.scag.ca.gov, under "Doing Business with SCAG." The application is mandatory for all primes, but optional for subconsultants. Please be advised that if you received a postcard notification for this RFP, you are on our pre-qualified vendors list and do not need to fill out an application.

SCAG STANDARD CONSULTANT AGREEMENT

The successful respondent will be required to sign SCAG's standard consultant agreement (Attachment 10) in order to receive the contract award. Respondents must identify in their proposal any concerns or objections they would have with any of the contract terms and conditions if selected for contract award. Respondents shall propose alternative language for consideration.

CONTRACT LANGUAGE IS SUBJECT TO CHANGE PRIOR TO CONTRACT EXECUTION.

SCOPE OF WORK

2005 STATE OF THE COMMUTE REPORT

RFP No. 05-159

Study Goal

Southern California Association of Governments (SCAG) is seeking bids from transportation and marketing research companies to perform data collection services for its 2005 State of the Commute Survey.

The 2005 State of the Commute Survey will provide updated information on commuter's travel behaviour and attitudes toward the commute, traffic congestion, alternative travel modes, and characteristics of workers in Southern California. This survey will enable SCAG to track transportation behavioral and attitudinal trends throughout the region, assess the awareness of services, and provide up-to-date information and data for transportation planning and modeling programs. This survey will be conducted on a regional basis, representing workers within Los Angeles, Orange, Riverside, San Bernardino, Ventura, and Imperial Counties.

Bidders must be prepared to conduct the data collection as well as the analysis associated with this survey. The use of subconsultants is permitted but the prime consultant will assume full responsibility for the project. The project comprises the following five tasks.

Project Tasks:

Task 1. Survey Questionnaire and Methodology Development

This task includes research on methods of survey and data collection. The consultant needs to meet with staff from SCAG and other agencies in order to address the project's and program's needs. In order to meet the growing demand for transportation data within the various departments in SCAG, a detailed methodology for data collection needs to be developed in this task. Since the collected data will be used for transportation planning, modeling, and monitoring, an advisory group consisting of internal and external staff will work with the consultant. The advisory group will guide and direct the consultant efforts in shaping the questionnaire for data collection. The advisory group will also provide input for various type of analyses for this project.

As part of this project the total number of surveys needed in each county will be determined in this task. In the last survey conducted by SCAG in 2002, approximately 3200 commuters were surveyed in the region. A review of the past surveys conducted by SCAG will be needed to ensure consistency of collected data. Consultants are required to provide a detailed questionnaire development procedure. The latest technologies and models for data collection shall also be included in this task.

Task 2. Implementation of Sample Design

It is critical that the collected data be accurate and representative of the worker population within the SCAG six-county region. Participants in the survey must be individuals who are at least 18 years of age and work at least 35 hours a week. The survey population should include commuters who work outside their home as well as those who work at home.

Data will be gathered through a telephone survey. Eligible survey participants will be based on random digit dialing utilizing clean and updated sample generation procedures. The sample design should follow the recommendations of the advisory group to ensure that SCAG will have a minimum number of interviews in each county. Proposals should include detailed information on the selected technology(ies) for the survey including the sampling methodologies.

Task 3. Data Collection

The consultant will be responsible for all required data collection activities including but not limited to: design of the questionaire, pre-testing the questionaire, training interviewers, contacting and interviewing the participants for the telephone survey, editing, cleaning and validating the collected data, and monitoring quality control procedures to ensure accurate and complete data collection. The survey will be conducted in English and Spanish. Based on past surveys, about 12 or more percent of the surveys may be conducted in Spanish.

SCAG has conducted similar telephone surveys in the past. Due to the similar nature of the survey instrument, the pre-test need not be large-scale. However, because two very different questionaires are used for at-home workers and commuters respectively, bidders should propose deatailed measures to ensure that the final completed survey data are representative of the regional population of workers who are at least 18 years of age and work at least 35 hours a week.

Consultants are required to provide quality assurance by monitoring the surveyors on a random basis. In addition, all surveys need to be reviewed by quality

assurance staff to ensure that they are accurate and internally consistent. Participants may also be re-contacted on a random basis to confirm responses to key questions. In adition, the consultant should set up a remote silent monitoring system to allow SCAG staff to randomly monitor telephone interviews. Calling statistics must be reported to SCAG at least twice a week via fax or email. The consultant must propose measures to address possible high refusal rates.

Task 4. Data Preparation and Analysis

Quality data that is well documented is crucial to SCAG. The consultant will provide the data with variable and value labels to SCAG. The submitted data is required to be in SAS or SPSS and ASCII format.

In addition to collecting data, the consultant is required to perform data analysis for the SCAG region as well each county. The list of analytical charts, graphs, and tables need to be approved by the advisory group.

Task 5. Final Report

The consultant is required to prepare a Final Report on the important findings of the data analysis. The report also needs to include a copy of the questionnaire and detailed project documentation, especially the sampling methodology. As a reference, the last State of the Commute report is posted on SCAG's Web site www.scag.ca.gov/publications/#stateofcommute.

Qualifications

Qualified consultants should have an extensive experience in large-scale traffic or transportation survey projects. Any training required by the project staff shall be provided by the consultant.

Deliverables

The following deliverables shall be included in the proposal:

1. Detailed project schedule (30 days from the project start date)
2. Monthly Progress reports (at the end of each month)
3. Products reporting at the end of each task.
4. Final clean raw and weighted survey data sets in two formats:
   a) SAS or SPSS with variable and value labels
   b) ASCII with a data dictionary
5. Final 2005 State of the Commute Report

Project Management/Administration

A. The consultant shall prepare a detailed budget and schedule to address all tasks described in the Scope of Work.

B. The consultant shall prepare a monthly progress report describing the completed work. The progress reporting will be coordinated with project invoicing.

C. SCAG Staff will assign a Project Manager who will provide technical oversight to the project.

D. SCAG will work closely with the consultant to develop quality control measures to assure accuracy.

Schedule

The completion date of this project is not to exceed twelve (12) months from the date of issuance of the Notice to Proceed.

PROPOSAL EVALUATION FORM

RFP No. 05-159

Consultant Name: _____

Evaluation Criteria	Max. Possible Points	Points Earned	Comments
TECHNICAL APPROACH • Tasks & approach clearly described • Creative/innovative approach • Project intent has been met • Sample Design	**35**		
CONSULTANT FIRMS: Prime Consultant: • Familiar with regional & local issues • Capability to reallocate resources as needed to meet project schedule • Experience with similar project of the same size and scope Sub-Consultant(s): • Each sub provides unique service(s) to the team • Subs are fully capable of performing their tasks	**15**		
PROJECT MANAGEMENT • Reasonable total number & distribution of hours • Qualifications of key individuals • Time commitment of key individuals	**15**		
PROJECT COST • Realistic cost for services to be performed • Allocation of cost to tasks & activities	**20**		
REASONABLENESS of SCHEDULE • Total time allocated for each task is realistic • Logical & realistic timing of each task • Overall schedule consistent with SCAG's SOW	**15**		
REFERENCES • Similar projects completed on time and within budget	**Pass/ Fail**		
DBE/Good Faith Efforts • DBE contract goal attained • Good Faith Efforts demonstrated	**Pass/ Fail**		
TOTAL	**100**		

Name of Evaluator (print): _____ **Agency:** _____

Signature of Evaluator: _____ **Date:** _____

INTERVIEW EVALUATION FORM

RFP No. 05-159

Consultant Name: _____

Evaluation Criteria	Max. Possible Points	Points Earned	Comments
TECHNICAL APPROACH • Tasks & approach clearly described • Creative/innovative approach • Project intent has been met • Sample Design	**35**		
CONSULTANT FIRMS: Prime Consultant: • Familiar with regional & local issues • Capability to reallocate resources as needed to meet project schedule • Experience with similar project of the same size and scope Sub-Consultant(s): • Each sub provides unique service(s) to the team • Subs are fully capable of performing their tasks	**15**		
PROJECT MANAGEMENT • Reasonable total number & distribution of hours • Qualifications of key individuals • Time commitment of key individuals	**15**		
PROJECT COST • Realistic cost for services to be performed • Allocation of cost to tasks & activities	**20**		
REASONABLENESS of SCHEDULE • Total time allocated for each task is realistic • Logical & realistic timing of each task • Overall schedule consistent with SCAG's SOW	**15**		
REFERENCES • Similar projects completed on time and within budget	**Pass/ Fail**		
DBE/Good Faith Efforts • DBE contract goal attained • Good Faith Efforts demonstrated	**Pass/ Fail**		
TOTAL	**100**		

Name of Evaluator (print): _____ **Agency:** _____

Signature of Evaluator: _____ **Date:** _____

CONTRACT BUDGET EXPLANATORY INFORMATION

The sample line item budget on the following page reflects the most common format used to present budget or compensation information in contracts for planning services. Under this format, the consultant is compensated for its costs, plus given a fixed fee.

All consultant (and subconsultant) costs must be allowable and consistent with Federal cost principles under OMB Circular A-87. Please be aware that the cost-plus-a-percentage-of-cost bid method, where the consultant's profit is a percentage of the reimbursed costs on a project, is not allowed under Federal rules.

In reviewing the sample line item budget, the following should be considered:

- Under direct labor, it is preferable to identify professional staff by both name and position.
- Direct labor and fringe benefits must be shown as separate dollar amounts.
- Contingency fees are not allowed.
- The salary rate quoted should be the highest rate of compensation the staffer/position is expected to receive during the life of the contract. Expected merit or cost-of-living increases should be incorporated into the quoted rate.

All consultants must prepare and submit a line item budget using the <u>exact</u> format shown on the following page, or may risk having their proposal disqualified. Furthermore, any subconsultant whose portion of the work is $25,000 or more must also prepare and submit their own line item budget as part of the proposal.

SAMPLE LINE ITEM BUDGET

Consultant: Planning Horizon Services
1234 Front Street, Suite 100
Los Angeles, California 95814-2100

RFP No. 05-159 Project: 2005 State of the Commute Report

DIRECT LABOR

Staff	Hours	Rate[1]	Amount
A. Adams, Project Manager	100	$30.00/hr.	$ 3,000
B. Brown, Project Leader	1,000	$24.00/hr.	$ 24,000
C. Charley, Project Technician	1,000	$20.00/hr.	$ 20,000
Clerical support (direct charges)	250	$12.00/hr.	$ 3,000
SUBTOTAL – DIRECT LABOR	2,350		$ 50,000

[1]Direct Labor rates must be traceable to current payroll records.

OVERHEAD AND FRINGE BENEFITS[2]

Direct Labor Overhead (as determined from company records)	$ 40,000
Fringe Benefits (as determined from company records)	$ 15,000
SUBTOTAL – OVERHEAD AND FRINGE BENEFITS	$ 55,000

[2]Many items that are normal business practice costs and tax deductible are not allowable under Federal and State contract rules (e.g., dues, advertising, contributions, bad debts, interest expense, meals, and entertainment). For a complete listing, see 48 CFR 18.36 and OMB-87.

TOTAL DIRECT LABOR, OVERHEAD, AND FRINGE BENEFITS **$105,000**

FIXED FEE[3] (rate should be consistent with other billings for similar services) **$ 10,500**

[3]Fixed Fee is calculated on Direct Labor, Overhead and Fringe Benefits only, not including Subconsultants/Subconsultants.

SUBCONSULTANT(S)[4]

Subconsultant	Hours	Rate	Amount
Choo-Choo Engineers	1,000	$30.00/hr.	$ 30,000
Overhead and Fringe (50%)			$ 15,000
Subtotal			$ 45,000
Fixed Fee (10%)			$ 4,500
Total Choo-Choo Engineers			$ 49,500
W. Water, Environmental Consultant	100	$36.00/hr.	$ 3,600
SUBTOTAL – SUBCONSULTANT(S)	1,100		**$ 53,100**

[4]All subconsultants whose portion of the total contract is valued at $25,000 or more must break out their costs above in the same format as has been done for Choo-Choo Engineers.

OTHER DIRECT COSTS (ODCs)[5]

Graphics development	$ 2,500
Postage	$ 100
Printing	$ 1,000
Telephone (long distance)	$ 200
Travel (local)	$ 200
Parking	$ 75
SUBTOTAL – OTHER DIRECT COSTS	**$ 4,075**

[5]ODCs must be fully documented and included with invoices during the contract period of performance. If contract is subject to a pre-award audit, support for these ODCs will be reviewed similar to that done for Direct Labor, Overhead, and Fringe Benefits.

TOTAL CONTRACT COST[6] **$172,675**

SAMPLE

[6]Contracts less than $250,000 MAY require a pre-award audit; those at $250,000 or more WILL require a pre-award audit.

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

RFP No. 05-159

All persons or firms, including subconsultants, must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

has not been suspended debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

_____
Name of Firm

_____
Signature (original signature required)

_____
Date

SCAG CONFLICT OF INTEREST FORM

RFP No. 05-159

SECTION I: INSTRUCTIONS

All persons or firms seeking Federal funded contracts must complete and submit a SCAG Conflict of Interest Form along with the proposal. This requirement also applies to any proposed subconsultant(s). Failure to comply with this requirement may cause your proposal to be declared non-responsive.

In order to answer the questions contained in this form, please review SCAG's Conflict of Interest Policy, the list of SCAG employees, and the list of SCAG's Regional Council members. All three documents can be viewed online at **www.scag.ca.gov**. The SCAG Conflict of Interest Policy is located under "Doing Business with SCAG," whereas the SCAG staff and Regional Council members lists can be found under "About SCAG."

Any questions regarding the information required to be disclosed in this form should be directed to Justine Block, SCAG Deputy Legal Counsel.

Name of Firm: _____

Name of Preparer: _____

Project Title: _____

RFP Number: _____ **Date Submitted:** _____

SECTION II: QUESTIONS

1. During the last 12 months, has your firm provided a source of income to employees of SCAG or members of the SCAG Regional Council, or have any employees or Regional Council members held any investment (including real property) in your firm?

   ☐ **YES** ☐ **NO**

   If "yes," please list the names of those SCAG employees and/or SCAG Regional Council members and the nature of the financial interest:

Name	Nature of Financial Interest

2. Have you or any members of your firm been an employee of SCAG or served as a member of the SCAG Regional Council within the last twelve months?

☐ **YES** ☐ **NO**

If "yes," please list name, position, and dates of service:

Name	Position	Dates of Service

3. Are you or any managers, partners, or officers of your firm related by blood or marriage/domestic partnership to an employee of SCAG or member of the SCAG Regional Council that is considering your proposal?

☐ **YES** ☐ **NO**

If "yes," please list name and the nature of the relationship:

Name	Relationship

4. Does an employee of SCAG or a member of the SCAG Regional Council hold a position at your firm as a director, officer, partner, trustee, employee, or any position of management?

☐ **YES** ☐ **NO**

If "yes," please list name and the nature of the relationship:

Name	Relationship

5. Have you or any managers, partners, or officers of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, campaign contributions or gifts to any current employee of SCAG or member of the SCAG Regional Council (including contributions to a political committee created by or on behalf of a member/candidate)?

☐ **YES** ☐ **NO**

If "yes," please list name, date gift or contribution was given/offered, and dollar value:

Name	Date	Dollar Value

SECTION III: VALIDATION STATEMENT

This Validation Statement must be completed and signed by at least one General Partner, Owner, Principal, or Officer authorized to legally commit the selected firm.

DECLARATION

I, (printed full name) _____, (Social Security Number; optional) _____ hereby declare that I am the (position or title) _____ of (firm name) _____, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I hereby state that this SCAG Conflict of Interest Form dated _____ is correct and current as submitted. I acknowledge that any false, deceptive, or fraudulent statements on this Validation Statement will result in rejection of my contract proposal.

_____ _____

Signature of Person Certifying for Selected Firm (Original signature required) | Date

NOTICE

A material false statement, omission, or fraudulent inducement made in connection with this SCAG Conflict of Interest Form is sufficient cause for rejection of the contract proposal or revocation of a prior contract award.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

RFP No. 05-159

The requirements of 49 Code of Federal Regulations (CFR) Part 26 apply to this RFP. It is the policy of SCAG to ensure nondiscrimination based on race, color, sex, or national origin in the award or performance of this RFP. All firms qualifying under this solicitation are encouraged to submit a proposal. Award of this RFP is conditional upon satisfying the requirements of the bid requirements. These requirements apply to all bidders/offerors, including those who qualify as a DBE.

SCAG's DBE Program Policy may be viewed at:
http://www.scag.ca.gov/business/downloads/SCAG_DBE_Policy.pdf

In connection with the performance of this RFP, the selected bidder/offeror will cooperate with SCAG in meeting SCAG's commitments and goals with regard to the maximum utilization of DBEs and will use good faith efforts to ensure that such business enterprises shall have the maximum practicable opportunity to compete for employment and/or subcontract work arising out of the contract award. The contract requirements pertaining to DBE participation, including monitoring and enforcement provisions, may be found in the SCAG Consultant Contract Template (Attachment 10), Sections 12 (Agreement Completion Retainer), 13 (Satisfactory Performance), and 28 (Disadvantaged Business Enterprise (DBE)).

DBE CONTRACT GOAL

A DBE contract goal of **13 percent** has been established for this contract.

A prime consultant who is a certified DBE is eligible to claim all of the work in the contract toward the goal except the portion of the work to be performed by non-DBE subconsultants.

LETTER OF INTENT

The bidder/offeror shall submit a Letter of Intent (Attachment 8A) with the proposal to obtain credit for DBE participation in the performance of this contract.

The consultant may not substitute, add, or terminate a subconsultant listed in the original proposal without prior written approval from the Chief Financial Officer of SCAG.

GOOD FAITH EFFORTS

The bidder/offeror must make and document good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 8B), if the DBE contract goal was not attained or partially attained.

DBE SOURCES

Consultants interested in locating DBE subconsultants may refer to the following sources:

Caltrans Disadvantaged Business Enterprise Program website:
http://www.dot.ca.gov/hq/bep/index.htm

Statewide DBE Database of the CUCP:
http://mtaweb5.mta.net/deo/

Also, the following organization may be contacted for assistance in locating DBE firms:
Padilla & Associates
(323) 728-8847

DBE CERTIFICATION

The DBE firm must be certified at the time of proposal submission. A copy of the certification must be included in the proposal.

For DBEs located within the southern California region, certification must be from one of the following agencies:

1. Department of Transportation (Caltrans)
2. Metropolitan Transportation Authority
3. City of Los Angeles
4. Orange County Transportation Authority
5. John Wayne Airport Authority

ADMINISTRATIVE RECONSIDERATION

Within 15 days of being informed by SCAG that the apparent successful bidder/offeror was not responsive due to insufficent documentation of good faith efforts, a bidder/offeror may request administrative reconsideration. Requests must be made in writing to the following reconsideration official:

James R. Gosnell, Deputy Director
Southern California Association of Governments
818 W. Seventh Street, 12th Floor
Los Angeles, California 90017
Phone: (213) 236-1889
Fax: (213) 236-1961
Email: gosnell@scag.ca.gov

ADMINISTRATIVE RECONSIDERATION PROCESS

1. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning this issue of whether it met the goal or made adequate good faith efforts to do so.

2. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document adequate good faith efforts to do so.

3. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

4. A written decision on reconsideration will be sent to the bidder/offeror explaining the basis for the finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

5. The result of the reconsideration process is not administratively appealable to SCAG's Regional Council or the Department of Transportation.

LETTER OF INTENT

RFP No. 05-159

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Ownership Code:

- ☐ Black American
- ☐ Native American
- ☐ Asian-Pacific American
- ☐ Other (not of any group listed above)
- ☐ Hispanic American
- ☐ Subcont. Asian American
- ☐ Non-Minority Women

Description of work to be performed by DBE firm:

_____

_____

_____

_____

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

The dollar value of this work is $ _____

Affirmation:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____ _____

Signature Title

If the bidder/offeror does not receive award of the prime contract, any and all representation in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subconsultant)

Electronic Code of Federal Regulations (e-CFR)

BETA TEST SITE

e-CFR Data is current as of August 9, 2004

Title 49: Transportation
PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS
Subpart F—Compliance and Enforcement

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE subconsultants and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subconsultants, including DBE subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the consultant's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or consultant.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women consultants' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

DEMONSTRATION OF GOOD FAITH EFFORTS

When the contract goal was not attained, or when partial goals have been attained, the bidder/offeror shall submit the requested information below for a determination of good faith efforts.

1. Advertisement Documentation

List names and dates of each general circulation newspaper, trade paper/journal and minority focused paper/journal, or other publication in which a request or DBE participation was placed. Attach a copy of the advertisement or proofs of publication.

Publication Name	Publication Date(s)

2. DBE Solicitation Documentation

a. List names and dates of written notices sent to certified DBE firm(s) soliciting bids for this project.
b. List the date of follow-up with the DBE firm(s), certifying whether the DBEs were interested.
c. Attach a copy of any solicitation package, phone records, fax confirmations, or solicitation follow-up correspondence(s) sent to the DBE firm(s).

DBE Name		Contact	Phone Number
Solicitation		**Identify the work which was made available to the DBE firm:**	
Date Mailed			
Date Phoned			
Date of Follow-Up			
DBE Responed	**DBE Selected**	**Give reason for non-selection (if applicable):**	
☐Yes ☐No	☐Yes ☐No		

DBE Name		Contact	Phone Number
Solicitation		**Identify the work which was made available to the DBE firm:**	
Date Mailed			
Date Phoned			
Date of Follow-Up			
DBE Responed	**DBE Selected**	**Give reason for non-selection (if applicable):**	
☐Yes ☐No	☐Yes ☐No		

DBE Name		Contact	Phone Number

Solicitation		Identify the work which was made available to the DBE firm:
Date Mailed		
Date Phoned		
Date of Follow-Up		
DBE Responed	DBE Selected	Give reason for non-selection (if applicable):
☐Yes ☐No	☐Yes ☐No	

DBE Name		Contact	Phone Number

Solicitation		Identify the work which was made available to the DBE firm:
Date Mailed		
Date Phoned		
Date of Follow-Up		
DBE Responed	DBE Selected	Give reason for non-selection (if applicable):
☐Yes ☐No	☐Yes ☐No	

DBE Name		Contact	Phone Number

Solicitation		Identify the work which was made available to the DBE firm:
Date Mailed		
Date Phoned		
Date of Follow-Up		
DBE Responed	DBE Selected	Give reason for non-selection (if applicable):
☐Yes ☐No	☐Yes ☐No	

3. <u>Additional Data</u>

Provide any additional data to support demonstration of good faith efforts, such as contacts with DBE assistance agencies. Attach copies of requests to agencies and any responses received.

FOR SCAG USE ONLY

% of DBE Goal Attained		GFE Demonstrated	Yes ☐	No ☐
Name		Signature		

Main Office

818 West Seventh Street

12th Floor

Los Angeles, California

90017-3435

t(213) 236-1800

f(213) 236-1825

www.scag.ca.gov

SCAG VENDOR/CONSULTANT APPLICATION

All vendors and consultants interested in doing business with Southern California Association of Governments (SCAG) should have an account created in SCAG's vendor and consultant database. This enables your firm to be paid expeditiously, and to be placed on SCAG's mailing list for notification of upcoming Request for Proposals (RFPs) and Request for Quotes (RFQs).

SECTION 1. GENERAL CONTACT INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip Code _____

Federal Tax ID No. (TIN) or SSN: _____

Does Your Firm Require a 1099? ☐ Yes ☐ No

Primary Contact _____

Title _____

Telephone No. _____ Fax No. _____

E-mail Address _____

Company Website Address _____

REMITTANCE ADDRESS (IF DIFFERENT FROM MAILING ADDRESS ABOVE)

Company Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone No. _____ Fax No. _____

E-mail Address _____

SECTION 2. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Is your firm a Disadvantaged Business Enterprise (DBE)? ☐ Yes ☐ No (Proceed to Section 3.)

If your firm is a Disadvantaged Business Enterprise (DBE) as defined in Title 49 Part 26 of the Code of Federal Regulations, complete the required information below:

Age of Firm: _____

Annual Gross Receipts (select one):

☐ Less than $1 Million
☐ $1 Million – $ 5 Million
☐ $5 Million – $10 Million
☐ $10 Million – $15 Million
☐ $15 Million – $17.4 Million
☐ $17.4 Million +

A COPY OF THE FIRMS DBE CERTIFICATION MUST BE PROVIDED TO QUALIFY AS A DBE.

Doc. Number 77736 v2 – 08/01/04

For vendors/consultants located within the Southern California region, certification must be from one of the agencies listed below.

If you believe you qualify as a DBE but are not certified, you may want to contact one of the following agencies to initiate the certification process:

DEPT. OF TRANSPORTATION (CALTRANS)
DBE Certification Unit
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Phone: (866) 810-6346 Fax: (916) 324-1862
http://www.dot.ca.gov/

ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
Small Business Programs
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: (714) 560-5620 Fax: (714) 560-5792
www.octa.net

CITY OF LOS ANGELES
Office of Contract Compliance
600 South Spring St., Suite 1300
Los Angeles, CA 90014
Phone: (213) 847-6480 Fax: (213) 847-5566
http://www.lacity.org/bca/

COUNTY OF ORANGE JOHN WAYNE AIRPORT
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: (949) 252-5175 Fax: (949) 252-5225
http://www.ocair.com/

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (MTA)
Small Business Diversity and Labor Compliance
One Gateway Plaza
Los Angeles, CA 90012
Phone: (213) 922-2600 Fax: (213) 922-7660
www.mta.net

Should you have any questions when completing your certification application, you may contact Padilla & Associates, Inc. at (323) 728-8847. Padilla & Associates offers free consultation support to firms interested in highway construction projects and related contracts involving Federal funding.

SECTION 3. COMMODITY CODE/CONSULTANT PROFILE

Check all boxes of the Commodity Code/Consultant Profile that applies to your company's particular business interests or areas of expertise. Feel free to use the "Other" option and write in your own detailed description if none of the codes fully capture the essence of your work. For commodity code definitions, please refer to the attached Description of Potential Technical Service Needs.

General Goods & Services								
✔	NIGP	DESCRIPTION	✔	NIGP	DESCRIPTION	✔	NIGP	DESCRIPTION
☐	60001	Painters	☐	60204	Telecommunications	☐	60720	Paper, Fine
☐	60007	Electrical	☐	60233	Appliances	☐	60730	Trophies & Awards
☐	60008	Plumbing	☐	60400	Audio Visual Equipment	☐	60863	Temporary Staffing
☐	60009	Small General Contractors	☐	60401	Audio Visual Supplies	☐	60875	Registrations (Training/Seminars)
☐	60016	Security Systems	☐	60402	Video Equipment	☐	61000	Office Supplies
☐	60017	H V A C Contractors	☐	60545	Moving & Storage	☐	90640	Graphic Design Services
☐	60030	Sound Systems & Electronics	☐	60637	Lease – Equipment	☐	90640.1	Image Setting
☐	60102	Postage & Courier Services	☐	60637.1	Lease – Building	☐	90640.2	Premium/Promotional Items
☐	60102.1	Postage Machines	☐	60638	Maintenance Agreement	☐	96600	Printing & Related Services
☐	60104	Memberships(Professional)	☐	60640	Copiers/Mimeo/Dupl.	☐	96115	Catering & Concessions
☐	60105	Subscriptions (Periodicals)	☐	60670	Furniture – Office	☐	96115.1	Coffee & Tea Services
☐	60200	Computer Hardware	☐	60700	Typewriters & Supplies	☐	96115.2	Bottled Water
☐	60201	Computer Software	☐	60701	Office Machines	☐	96618	Copying/Reproduction Services
☐	60202	Computer Supplies	☐	60702	Office Machine Supplies	☐	91528	Mailing Services & Electronic Info.
☐	60203	Computer Services	☐	60710	Stationary Supplies	☐		
☐	Other							

Professional/Consulting Services

✔	NIGP	DESCRIPTION	✔	NIGP	DESCRIPTION	✔	NIGP	DESCRIPTION
☐	60012	Architects, Engineer	☐	91840	Employee Benefits Consulting	☐	91892.1	Growth Visioning Planning
☐	90868	Project Management	☐	91843	Environmental Consulting	☐	91893	Security/Safety Consulting
☐	91804	Accounting/Auditing/Budgeting	☐	91846	Feasibility Studies	☐	91894	Traffic Consulting
☐	91804.1	Organizational, Financial, & Performance Audits/Project Management Services	☐	91849	Finance/Economic Consulting	☐	91895	Telecommunications Consulting
			☐	91858	Government Consulting	☐	91896	Transportation Planning Consulting
☐	91806	Administrative Consulting	☐	91858.1	Government Relations	☐	91896.1	Highway Corridor Analysis
☐	91806.1	Administrative Services	☐	91858.2	Institutional Analysis	☐	91896.2	Rail Planning & Analysis
☐	91812	Modeling-Analytical Studies & Surveys	☐	91863	Housing Consulting	☐	91896.3	Transit & Non-motorized Planning & Analysis
☐	91812.1	Survey and Data Collection	☐	91865	Human Relations Consulting			
☐	91812.2	Travel Demand Model Improvement	☐	91866	Human Resources Consulting	☐	91896.4	Transportation Management & Coordination
☐	91812.3	Geographic Information System	☐	91866.1	Executive Search			
☐	91812.4	Software Support for Studies & Surveys	☐	91866.2	Insurance Broker Services	☐	91896.5	Truck Lane Analysis/Goods Movement
☐	91812.5	Regional Data Systems	☐	91874	Legal Consulting			
☐	91817	Aviation Consulting	☐	91874.1	Legislative Services	☐	91896.6	Transportation Financing
☐	91826	Communications: Public Relations Consulting	☐	91874.2	Alternative Dispute Resolution	☐	91896.7	Transportation & Economic Development
			☐	91875	Management Consulting			
☐	91828	Computer Hardware Consulting	☐	91875.1	Organization & Staff Development	☐	91896.8	Transportation Investment Analysis
☐	91828.1	Computer Service Center	☐	91876	Marketing Consulting	☐	91896.9	Transportation Modeling Support
☐	91829	Computer Software Consulting	☐	91876.1	Social Economic Impact Analysis	☐	91897	Gas, Water, Electric Consulting
☐	91829.1	Information Systems	☐	91876.2	Social Justice/Equity Analysis	☐	91897.1	Air Quality Planning & Modeling
☐	91829.2	Unix Systems Support	☐	91879	Minority & Small Business Consulting	☐	91897.2	Water Supply Analysis
☐	91829.3	Macintosh Computer Technical Support	☐	91883	Organizational Development Consulting	☐	96175	Translation Services
☐	91837	Economy Analysis Consulting	☐	91885	Personnel/Employment Consulting	☐		
☐	91838	Education & Training Consulting	☐	91892	Urban Planning Consulting	☐		
☐	Other							

SECTION 4. SIGNATURE & APPLICATION SUBMISSION INFORMATION

Name _____ Title _____

Signature _____ Date _____

MAIL OR FAX THE COMPLETED APPLICATION (PAGES 1 THROUGH 3) TO:

Audrey Roa
Southern California Association of Governments (SCAG)
818 W. Seventh St., 12th Floor
Los Angeles, CA 90017-3435

Fax: (213) 236-1825

Questions regarding the application may be directed to:

Laura Aguilar (213) 236-1922 aguilarl@scag.ca.gov
Sandee Scott (213) 236-1974 scotts@scag.ca.gov

DESCRIPTION OF POTENTIAL TECHNICAL SERVICE NEEDS

Transportation Planning - 91896

Transportation planning experience including non-motorized, transit, highways, aviation and engineering (related to transportation policy/planning), and advanced technology. Ability and experience in conducting highway and transit network analysis and modeling and drawing conclusions from the analysis. Experience in conducting analysis of new transportation technologies. Experience in transportation demand management planning.

Institutional Analysis – 91858.2

Understanding and experience in analyzing and developing governmental mechanisms for establishing joint powers agreements and cooperative financial arrangements, i.e., Memorandum of Understanding, mitigation contracts, mutual service agreements, etc.

Finance/Economics Consulting - 91849

Experience and knowledge of uniform cost estimating, financial forecasting and the ability to perform financial analysis of alternative proposals particularly in the areas of transportation, housing, commercial, industrial and public facilities.

Surveying, Public Opinion Polling and Market Analysis - 91876

Experience and knowledge in developing survey questionnaires, ascertaining specific survey methodologies and sample sizes, and administering public opinion, attitudinal, and behavioral characteristic surveys. Experience in cost and price, service and market demand assessment particularly in areas relating to transportation services. Experience in conducting focus groups.

Social Economic Impact Analysis – 91876.1

Experience in applying input/output model to analyze the social economic impacts of SCAG policies, plans, and programs.

Social Justice/Equity Analysis – 91876.2

Experience in assessing tax burdens, policy/plan impacts/costs/benefits and their allocations among income/ethnic/age/gender etc. groups.

Economic Analysis Consulting – 91837

Experience in examining and reporting on the Southern California economy and constructing/developing model to assess how business will respond to public policies.

Growth Management Planning – 91892.1

Experience in generating growth management strategies, and in investigating, writing reports and working with cities and committees on this subject.

Growth Visioning Planning – 91892.1

Experience in coordination and development of a growth visioning plan from a regional and sub regional perspective. Consultants must demonstrate expertise in simultaneous levels of performance with conceptual understanding of the complexities of such a plan.

Environmental Analysis - 91843

Environmental planning analysis including impact analysis and the development of mitigation measures, with experience in preparing EIR/EIS for complex transportation projects and technical development proposals. Firms experienced in Air Quality Modeling & Analysis, Noise modeling & Analysis, NEPA, CEQA, Clean Water Act (CWA) section 401 & 404, Environmental Impact Report, Endangered Species Act (ESA), Aviation Planning, Air Space Study & Aviation Regulations.

Information Systems – 91829.1

Experience in one or more of the following areas including design and development of complex software products, data base design, and web site design and programming.

Regional Data Systems – 91812.5

Ability and experience in the following areas including development of small area (census tract and transportation analysis zones) forecasts and estimate methods, development of Geographic Information System ARC INFO topologies and related data bases from aerial photography and planning maps, development of site specific employment files. Ability to provide employer site file with employment estimates and individual code identification of all work sites.

Transportation Modeling Support – 91896.9

Firms experienced in travel demand models, experienced in travel surveys, and software related to travel demand models. Firms familiar with the transportation planning process. Firms experienced with GIS interface, trip generation, trip distribution, mode choices and traffic assignment, impact analysis, GIS Arcview, Arcinfo, database management, GIS web applications, and GIS database,

Unix Systems Support – 91829.2

Unix systems administrations, system programming, software development, and software maintenance.

Rideshare Contractor and Rideshare Software Support – 91896.10

Consultant performs systems analysis and software development services for the Information Services Department, Rideshare Operation to maintain and enhance existing carpool matching and transit itinerary software.

Support Services

Assistance in Providing the Following Operational Administrative Services – 91806.1:

Including Word Processing, Reproduction, Data Entry and Verification.

Assistance in Developing Data Base Computer Programs in Support of SCAG's Management Information Systems – 91829.1

Architect/Engineering Services - 60012

Office space planning and construction.

Graphic Support Services - 90640

Provide freelance graphic designers and production artist for purpose of staffing Graphics Unit during overload periods or when regular staff is out due to vacations, sick leave or personal days. Projects include publications, maps and presentations. Must be knowledgeable in major Macintosh Graphics programs including Illustrator, Quark and PhotoShop.

Macintosh Computer Technical Support – 91829.3

Provide technicians to troubleshoot conflicts/problems with software and hardware for (5) Macintosh workstations and a main server for the Graphics Unit. Must be able to set up new workstations, install new software and make recommendations for upgrades/enhancements. Must be available on short notice.

Printing Services - 96600

High quality offset lithography printing of publications including newsletters, posters, brochures, premium items, letterhead, envelopes, business cards, reports, presentation folders to name a few. Vendor must be able to accept digital files from the Macintosh. Computer to plate or Direct to Plate print proofing preferred (this process avoids costly film or matchprint proofing).

Premium/Promotional Items – 90640.2

Provide imprinting of graphics on premium items for special events or promotions. Some of these items include cups, mugs, t-shirts attached cases to name a few. Vendor must also supply product for imprinting.

Imagesetting – 90640.1

Vendors to provide 35 mm slide output, Iris Prints and large digital scans of artwork. Other services include Film Processing, Award Plaque production, Framing, Photo shoots-freelance photographer, Mounting/Lamination of Posters, and Royalty-free Stock Photos

Legislative Services – 91874.1

Experience with legislative analysis and advocacy particularly at the State and Federal level.

Government Relations – 91858.1

Experience working with elected officials and staff in information exchange and policy development.

Public Communications - 91826

Experience and knowledge in the techniques of effective public communications and designing collaborative outreach programs for specific work effort.

Organization and Staff Development - 91883

Services in staff development and training including managerial strategic planning, organizational analysis, individual and group coaching/interventions and onsite custom seminar planning in a variety of areas including communication, interpersonal skills, wellness, personal development, and technical skills. Experience in the public sector is desirable.

Organization, Financial and Performance Audits/Project Management Services – 91804.1

Experience in preparing annual audit reports and recommendations relative to organizational effectiveness. Requires knowledge of preparing reports pursuant to A-133 and Single Audit Reports to the Federal Government. Experience and knowledge with computerized accounting systems used in governmental entities. Experience in providing assistance in managing projects.

Human Resources Planning - 91866

Experience, particularly with public agencies, in classification compensation and benefits analysis, performance management, and related areas.

Legal Services – 91874.1

Ability to provide legal services with particular emphasis on long-range planning in the areas of transportation, housing planning, and environmental review. Knowledge and experience in dealing with Federal and State laws in these areas.

General experience and knowledge in the legal operation issues in public agencies in California, including, but not limited, to personnel and contracts.

Alternative Dispute Resolution – 91874.2

Provide alternative dispute resolutions services, including convening, mediation and negotiated rulemaking for public policy issues.

Computer Service Center – 91828.1

Assistance in managing our Computer system. Experience with Novell and AIX systems. Computer Hardware, Software, Training, and Maintenance services.

Executive Search – 91866.1

Conduct high level executive recruitment. Public sector experience required.

Insurance Broker Services – 91866.2

To provide broker of record services for the agency in the areas of comprehensive health and welfare benefits, workers' compensation, property and liability, Public Officials, and Employment Practices Liability.

CONTRACT NUMBER 05-XXX

AGREEMENT BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND CONSULTANT

THIS AGREEMENT, made and entered into, by and between the Southern California Association of Governments, hereinafter, referred to as SCAG, and [insert full name of Consultant], hereinafter referred to as "Consultant."

RECITALS

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization for Southern California. SCAG is primarily responsible for developing the regional transportation plan and transportation improvement program for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial;

WHEREAS, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in many activities and projects that will require certain technical, professional, or support services from time to time;

Delete highlighted area once the State budget has passed, or if the project is 100% TDA funded. (Put a semi-colon at the end of the sentence if highlighted section is deleted)
WHEREAS, all obligations of SCAG under this Agreement are subject to the availability of Federal and State funds and the passage of the State Budget Act. Thus, no payments may be made under this Agreement prior to the passage of the State Budget Act for any Fiscal Year;

The following is only for 100% TDA funded projects. Delete if not applicable.
WHEREAS, funds provided under this Agreement have been allocated pursuant to the state Transportation Development Act (TDA) for the purpose of transportation planning. *Cal. Util. Code Section 99233.2(b)(2)*;

WHEREAS, SCAG's Fiscal Year is from July 1 through June 30;

WHEREAS, SCAG seeks to retain the services of Consultant to provide [general description of the services];

WHEREAS, Consultant agrees to perform the services required by SCAG on the terms and conditions set forth below.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of

which are hereby acknowledged, the parties hereby agree as follows:

1. Agreement Contents

This Agreement is comprised of these terms and conditions and any attached exhibits. Such terms and conditions are subject to change in the event requirements are changed by SCAG's funding agencies. [If the source of funding is other than CPG (e.g., FAA), add references to appropriate grants, etc., and incorporate by reference]

2. Scope of Work

Consultant shall be responsible for the complete performance of the tasks described in the "Scope of Work," Exhibit A, attached hereto and incorporated herein by this reference.

3. Term

a. Consultant services are to commence on the date indicated in the Notice to Proceed and shall continue [for a period of XX months from the date of the Notice to Proceed] or [until "insert completion date"], hereinafter referred to as the "completion date."

[Delete the following clause if contract will complete on or before June 30, of the current Fiscal Year]

b. Consultant services and reimbursements beyond June 30th of each Fiscal Year are subject to the inclusion and funding agency approval of this project in the Overall Work Program (OWP) for each Fiscal Year. Therefore, on June 30th of each Fiscal Year, the Consultant must stop all work under this Agreement until an amendment allowing the work to continue has been fully executed by both parties. In the event this project is not approved in the OWP for each Fiscal Year this Agreement shall terminate effective June 30th of the Fiscal Year funding was provided, as specified in the "Contract Funding/Expenditure Summary," Exhibit D.

c. Time is of the essence in the performance of services under this Agreement.

4. Schedule and Staffing

a. Consultant shall be responsible to SCAG for performing all services described in the Scope of Work in a timely manner as set forth in the "Schedule," Exhibit B, attached hereto and incorporated herein by this reference.

b. Services described in the Scope of Work shall be performed by Consultant's staff, Subconsultants or other members of the project team, hereinafter referred to as "Subconsultant(s)," listed in the "Line Item Budget," Exhibit C, attached

hereto and incorporated by reference. There shall be no change in the designation of Subconsultants as identified in the Line Item Budget without the prior written approval of the SCAG Chief Financial Officer. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the SCAG Chief Financial Officer.

5. Compensation

a. The maximum amount payable under this Agreement, including all expenses, shall not exceed $XXX,XXX, subject to Sections 3 (Term) and 6 (Funding Requirements) of this Agreement. This is a Cost Plus Fixed Fee Agreement.

Delete this section if contract will complete on or before June 30th of the current Fiscal Year.

b. This is a multi-fiscal year contract. Unexpended funds are not automatically carried over into the next Fiscal Year.

Delete this section if contract will complete on or before June 30 of the current Fiscal Year.

c. At this time it is anticipated that there shall be a budget for each Phase as follows, subject to Section 3b (Term):

Fiscal Year 2004-2005 shall have a budget for Phase I of $XXX,XXX.
Fiscal Year 2005-2006 shall have a budget for Phase II of $XXX,XXX.

d. For services rendered, Consultant shall receive funding in accordance with the "Contract Funding/Expenditure Summary," Exhibit D, attached hereto and incorporated herein by this reference, and services shall be invoiced in accordance with the "Line Item Budget," Exhibit C, attached hereto and incorporated herein by this reference.

e. Invoices for payment shall refer to the Work Element Number(s) as specified in the "Contract Funding/Expenditure Summary," Exhibit D.

6. Funding Requirements

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds for the total value of this Agreement, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

b. SCAG reserves the option to terminate this Agreement or to amend this Agreement to reflect any reduction in funds.

7. Project Manager

a. Consultant shall coordinate all work pursuant to this Agreement with SCAG through the Project Manager. For purposes of this Agreement, SCAG designates the following Project Manager(s):

[Insert name of SCAG Project Manager]
SCAG Project Manager
(213) 236-XXXX

[If applicable, insert name of Subregional Project Manager]
Subregional Project Manager
(XXX) XXX-XXXX

SCAG reserves the right to change the above designation upon written notice to Consultant. The SCAG Project Manager shall review progress reports, approve invoices and determine whether the Consultant's performance under the Scope of Work has been satisfactorily completed.

b. The Consultant designates the following Consultant Project Manager:

[Insert name of Consultant Project Manager]
Consultant Project Manager
(XXX) XXX-XXXX

The Consultant shall not change the designation of the Consultant Project Manager without the prior written approval of the SCAG Project Manager.

8. Assignment and Change in Ownership or Control

a. Consultant shall not assign any interest in this Agreement, and shall not transfer the same, without the prior written consent of the SCAG Chief Financial Officer.

b. Consultant shall notify the SCAG Chief Financial Officer in writing of any change in ownership or control of Consultant's firm or Subconsultants. Change of ownership or control of Consultant's firm shall require an amendment or otherwise effect this Agreement, as determined by SCAG.

9. Agreement Changes

a. No alteration or deviation of the terms of this Agreement shall be valid unless made in writing and signed by all parties.

If 100% TDA funded, delete highlighted section

b. SCAG may request, at any time, amendments to this Agreement and will notify the Consultant regarding such changes. Within ten (10) days from the date of

the written notice, Consultant shall notify SCAG of the impact of such changes on the Scope of Work, Schedule and Budget. Upon agreement between the parties as to the required changes, an amendment to this Agreement shall be prepared regarding the same. Subject to pre-approval by funding agencies, such an amendment shall be valid and effective on the date of execution of the amendment.

10. Invoicing for Payment

a. SCAG shall reimburse the Consultant as promptly as its fiscal procedures permit, upon receipt of itemized invoices. Such reimbursements shall be based upon actual eligible costs incurred by the Consultant consistent with the Scope of Work, Schedule, and Line-Item Budget.

b. In the event Consultant performs work after the Notice to Proceed but before the State Budget is approved, Consultant agrees that SCAG shall have no obligation to make payment for such work until after the State Budget is approved. No interest or other penalty shall be paid by SCAG. **[Delete once State budget is approved]**

c. Invoices for payment shall be submitted monthly or quarterly. All Invoices shall be accompanied by two (2) double-sided copies of written, narrative Progress Reports. The Progress Reports shall describe the percentage and status of work completed, as identified in the Scope of Work, technical papers, draft documentation, and any completed products. The purpose of the Progress Reports is to allow SCAG to determine if the Consultant is completing the activities identified in the Scope of Work, in accordance with the agreed upon Schedule, and to afford occasions for airing difficulties or special problems encountered so solutions can be developed.

Use the following section if contract will end on or before June 30th of the current fiscal year

d. Invoices for payment for services rendered prior to June 30, 200- must be received by SCAG on or before July 31, 200-. SCAG shall not be obligated for payment of invoices received after such date. The format and content of all such invoices shall comply with Sections 11 (Invoicing Format and Content) and 34 (Cost Principles) of this Agreement.

Use the following section if contract will continue beyond June 30th of the current fiscal year.

e. Invoices for payment for services rendered prior to June 30th of each Fiscal Year, in which the funding was provided, as specified in the "Contract Funding/Expenditure Summary," Exhibit D, must be received by SCAG on or before July 31 of each fiscal year. SCAG shall not be obligated for payment of invoices received after such date. The format and content of all such invoices shall comply with Sections 11 (Invoicing Format and Content) and 34 (Cost

Principles) of this Agreement.

Delete the following paragraph if:
- **There is no cash or in-kind match for the project**
- **Contract has no Federal funding**
- **If contract is 100% funded through TDA or General Funds**

f. Payment to Consultant is contingent on SCAG receiving local, cash match funds or in-kind services or related documentation from [enter name of project participant(s)]. Invoices for payment will not be processed for payment until such commitments are received from [enter name of project participant(s)].

11. Invoicing Format and Content

All Invoices submitted to SCAG for payment shall reference the name of the Project Manager, and shall also reference the Contract Number and Work Element Number(s) specified in the "Contract Funding/Expenditure Summary," Exhibit D, or as may be specified in a written notice provided by SCAG. All such invoices shall be directed to the attention of SCAG, Accounts Payable Department. All invoices shall be in the same format as the Line Item Budget, Exhibit C. Specific budget category detail is given below:

(1) Direct Labor and Fringe Benefits: All direct labor charges shall include the class of employee, rate per hour and number of hours.

(2) Consultant and Subconsultant(s) charges: All Consultant invoices shall identify the name and address of the Consultant and Subconsultant(s), the percentage of work completed as categorized in the Line Item Budget, the reimbursement rate, the total amount billed, and the date and amount paid by the Consultant.

(3) Indirect Costs: The basis for billing and billing rate shall be specified.

(4) Direct Costs: All direct costs billed must be specifically identified and supported with original receipts, invoices or statements. Any travel and subsistence costs are limited to those rates paid to non-represented/excluded State employees under California's State Department of Personnel Administration rules, subject to changes posted at: http://www.scag.ca.gov/business/downloads/pdf/pktguide.pdf. Any direct costs not specifically identified in Exhibit C, Line Item Budget, shall not be reimbursed.

(5) Fixed Fee: The amount of Fixed Fee billed should be equal to the proportion of the Consultant work completed, consistent with the Progress Report attached to each invoice.

(6) Documentation: All costs shall be supported by properly executed

payrolls, time records, invoices, vouchers, and other documentation evidencing in proper detail the nature and propriety of the charges, which shall be made available upon request of SCAG's Project Manager.

[Delete the following clause if the contract is <u>under</u> $100,000]

12. <u>Agreement Completion Retainer</u>

    a. For Agreements over $100,000, SCAG shall retain ten percent (10%) of the total compensation due under this Agreement. This retention shall be held from the final 10% of compensation due to the Consultant. This amount shall be released to the Consultant upon satisfactory completion of the Agreement, consistent with Section 13 (Satisfactory Performance) of this Agreement.

    b. The Consultant agrees to release retention payments to each Subconsultant within 30 days after the Subconsultant's satisfactory completion of work. Any delay or postponement of payment for the referenced time frame may occur only for good cause following written approval from SCAG.

13. <u>Satisfactory Performance</u>

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

    b. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Consultant receives from SCAG. Any delay or postponement of payment for the above referenced timeframe may occur only for good cause following written approval from SCAG. The Consultant shall not be reimbursed for work performed by the Subconsultant(s) unless and until the Consultant ensures that the Subconsultant(s) are promptly paid for the work they have performed.

14. <u>Penalty</u>

    a. A ten percent (10%) penalty shall be imposed for each thirty (30)- day calendar period beyond the Agreement completion date, as specified in Section 3 (Term) of this Agreement, if the complete product, as described in the Scope of Work, is not received and approved by SCAG by the completion date. Such penalty shall be based on the total value of the Agreement, and shall not be imposed if the delay is caused by SCAG.

    b. Notwithstanding the above paragraph, the Consultant may request an extension in writing, outlining the reasons for the delay and the new expected completion date. All such requests shall be submitted to the SCAG Chief Financial Officer, and if approved, shall require a written amendment to this Agreement fully executed by both parties.

Quarterly Progress Reports are not required for 100% TDA funded projects. Check with PM if it is preferred.

15. Quarterly Progress Reports

    a. The Consultant shall submit a Quarterly Progress Report to the SCAG Project Manager no later than five (5) days after the close of each quarter (i.e., for the first quarter, ending September 30, the deadline is October 5), describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work element numbers as specified in the "Contract Funding/Expenditure Summary," Exhibit D. In the submittal of Quarterly Progress Reports, the Consultant shall include seven, double-sided copies of all completed products, in a form determined by the SCAG Project Manager.

    b. SCAG reserves the right to deem incomplete any Quarterly Progress Report that does not sufficiently document the above-required information and may withhold payment of Invoices submitted pending the submission of required documentation by the Consultant.

    c. The Consultant Project Manager shall meet with the SCAG Project Manager, as needed to discuss work progress.

16. Inspection of Work

    The Consultant and any Subconsultants shall permit SCAG and any designee of SCAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

17. Written and Electronic Versions of Work Products and Work Related Materials

    a. For purposes of this Agreement, "Work Products" shall mean any deliverables, including reports, studies, modeling output, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.

    b. For purposes of this Agreement, "Related Work Materials" shall mean all materials obtained, created by or provided to Consultant pursuant to this Agreement. Such materials shall include but are not limited to ideas, notes, written documents, memoranda specifications, plans, procedures, drawing descriptions, computer program data, input record data, databases, software, and source codes. Related Work Materials shall include "Intellectual Property," including but not limited to copyrights, test data, trade secrets, and confidential information.

    c. During or upon completion of the Scope of Work, Consultant shall deliver to

the SCAG Project Manager all Work Products and Related Work Materials. Such materials shall be provided in both hard copy and electronic PDF format as follows:

(1) Eight (8) double-sided hard copies unless otherwise specified;
(2) Two (2) electronic PDF copies on a formatted 3 ½ floppy disc, CD-ROM, or other medium pre-approved in writing by the SCAG Project Manager;
(3) Two (2) electronic copies of all software (including source code, User's Manual and full documentation in printed and electronic form), databases, and web materials;
(4) Two (2) double-sided hard copies and two (2) electronic copies of all material prepared for and used in presentations, including overhead, power point and hard copy presentations;
(5) Copies of all photographs taken at meetings, conferences, or project sites in conjunction with the work performed pursuant to this Agreement. High-resolution tiff or jpeg files from digital cameras are preferred. Files may be sent on ZIP disk or CD-ROM. Traditional photographic prints are also acceptable; and,
(6) Other Work Related Materials, as requested by the SCAG Project Manager.

d. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions. Similarly, any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version in the same places in which they appear in the hard copy version.

e. Consultant shall apply reasonable quality assurance procedures in the development of software, and shall test all software prior to delivery to SCAG. Consultant shall provide to SCAG documentation of quality assurance procedures applied, and a complete record of the software testing performed.

Delete all of clause "f" if the project is 100% TDA funded.

f. The title pages of all written Work Products produced under this Agreement shall include the following:

"Funding: The preparation of this report was financed in part through grants from the United States Department of Transportation (DOT) - Federal Highway Administration and the Federal Transit Administration - under provisions of the Transportation Equity Act of the 21st Century. [If Applicable] "Additional financial assistance was provided by the California State Department of Transportation."

Delete the highlighted section of clause "g" if project in 100% TDA funded.

g. All written Work Products produced under this Agreement shall further contain the following disclaimer in a separate section preceding the main body of the

document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of SCAG or U.S. DOT. This report does not constitute a standard, specification or regulation."

[Insert the following three clauses as determined applicable by the SCAG Project Manager].

h. GIS, spatial data, and databases must be accompanied by metadata conforming to the requirements specified in Exhibit E, "Metadata Requirements." (Use Doc. Number **92250** as the Exhibit)

i. Graphics products must conform to the requirements specified in Exhibit F, "Graphics Requirements for Consultants." (Use Doc. Number **92254** as the Exhibit)

j. Web material prepared or acquired under this Agreement shall conform to the requirements specified in Exhibit G, "Web Policies and Guidelines for Consultants." (Use Doc. Number **92256** as the Exhibit)

18. Ownership, Confidentiality, and Use of Work Products

a. All Work Products and Work Related Materials including Intellectual Property, as defined in Section 17, Subsections a and b (Written and Electronic Versions of Work Products and Work Related Materials), respectively, of this Agreement, shall become the property of SCAG, and all publication rights are reserved to SCAG. The Consultant shall not copyright Work Products or Work Related Materials.

b. Work Related Materials including Intellectual Property obtained by Consultant pursuant to a third party agreement and related to the services provided by Consultant pursuant to this Agreement, shall become the property of SCAG.

c. Consultant shall cooperate in the execution of all documents necessary to perfect SCAG's rights to such materials. Consultant shall notify SCAG in writing of all Intellectual Property developed or conceived in the course of its performance under this Agreement.

d. Consultant shall assign and does hereby assign to SCAG all rights, title and interest to Intellectual Property conceived or developed by Consultant in the course of Consultant work pursuant to this Agreement. Consultant shall cooperate in the execution of all documents necessary to perfect SCAG's rights to the Intellectual Property.

e. Subject to the California Public Records Act, all Work Related Materials

including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.

f. The Consultant shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Related Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of SCAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. Consultant shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Consultant treats its confidential information, but in no case less than reasonable care.

g. Upon termination of this Agreement or when requested to do so by SCAG, Consultant shall erase all copies of Work Related Materials from its computers.

h. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Agreement, are the property of SCAG. SCAG shall determine the disposition of all such property upon completion or termination of this Agreement.

i. SCAG may utilize any Work Products or Work Related Materials provided by Consultant pursuant to this Agreement, in any manner which SCAG deems appropriate without additional compensation to Consultant.

19. Termination

[Delete clause (a.) if contract will complete on or before June 30, of the current Fiscal Year – Remember to renumber your clauses]

a. Termination Resulting from Lack of Approval in the OWP

In the event that the work provided for under this Agreement is not approved in the next OWP, the subsequent OWP, or OWP Amendments, this Agreement, as provided in Section 3 (Term), is deemed to be terminated effective June 30th of the applicable Fiscal Year.

b. Termination of Convenience of SCAG

SCAG may terminate this Agreement at any time by giving notice to the Consultant of such termination (including the effective termination date) at least thirty calendar days before the effective date of such termination.

In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of SCAG, become SCAG's property. If this Agreement is terminated by SCAG, as provided herein, SCAG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

c. Termination for Cause

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, terms, or stipulations of this Agreement, SCAG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Agreement shall, at the option of SCAG, become SCAG's property.

20. Compliance with Laws, Rules, and Regulations

Consultant shall perform all services under this Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

21. Independent Contractor

The Consultant agrees to provide the services set forth in this Agreement in the capacity of an independent contractor and neither the Consultant nor any of its employees or agents shall be considered to be an employee or agent of SCAG.

22. Conflict of Interest

a. Consultant agrees to abide by the SCAG Conflict of Interest Policy as it applies to "consultants," as defined under the SCAG Conflict of Interest Policy, posted at: www.scag.ca.gov/business/other.

b. Consultant further agrees that during the term of this Agreement, it shall not accept employment from any other person, firm or corporation where such is a conflict of interest or where it is likely to lead to a conflict of interest between SCAG's interest and the interest of such person, firm or corporation or any other third party.

23. Contingency Fees or other Unlawful Consideration

a. The Consultant warrants, by execution of this Agreement, that no person or

selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, SCAG has the right in its sole discretion to terminate this Agreement with its only obligation to pay for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

b. The Consultant further warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any SCAG employee. For breach or violation of this warranty, SCAG shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

24. Release of Information

Consultant shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of the Chief Financial Officer.

25. Disputes

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

26. Indemnity

a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or damage to property.

b. Consultant shall defend, indemnify, and hold harmless, SCAG, its members, officers, Regional Council Board members, employees and agents from and against all claims, suits or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions arising out of its performance of work under this Agreement.

c. Consultant shall defend, indemnify, and hold harmless SCAG, its members, officers, Regional Council Board Members, employees and agents against any and all claims against SCAG based upon allegations that Consultant has

wrongfully utilized Intellectual Property of others in performing work pursuant to this Agreement or that SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

27. Non-Discrimination/Equal Employment Opportunity

a. Consultant shall not, during the performance of this Agreement or in selection or retention of Subconsultants, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.

   Consultant shall ensure, and shall require that its Subconsultant(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

   Consultant shall comply and ensure that its Subconsultant(s) comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

   Consultant and its Subconsultant(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

b. The Consultant and its Subconsultant(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R Part 21 and 23 C.F.R. Part 200; hereinafter referred to as "DOT regulations,") and 49 C.F.R Part 26, which are herein incorporated by reference and made a part of this Agreement. Wherever the term "Contractor" appears therein, it shall mean Consultant.

c. Consultant shall permit and shall require its Subconsultants to permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this Section.

d. Solicitations for Subconsultants, Including Procurement of Materials and

Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the DOT regulations relative to nondiscrimination.

e. Sanctions for Noncompliance: Failure by the Consultant to carry out the requirements above is a material breach of this Agreement, which may result in sanctions as SCAG may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
(2) Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: Any subcontract entered into as a result of this Agreement shall contain all of the provisions of a. through e. of this section. The Consultant shall take such action with respect to any subcontract or procurement as SCAG may direct as a means of enforcing such provisions including sanctions for noncompliance.

28. Disadvantaged Business Enterprise (DBE)

a. It is the policy of SCAG, Caltrans, and the U.S. Department of Transportation, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this Agreement.

b. The Consultant shall ensure that DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and to perform subcontracts arising out of this Agreement. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy SCAG may deem appropriate.

c. During the period of this Agreement, the Consultant shall maintain records of all applicable subcontracts advertised and entered into germane to this Agreement, documenting the opportunity given to DBEs to participate in this Agreement, actual DBE participation, and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE Subconsultant or vendor, and the total dollar amount actually paid each DBE Subconsultant or vendor. Upon completion of the Agreement, a

summary of these records shall be prepared and certified as correct by the Consultant, and shall be furnished to SCAG.

29. Records Retention and Audits

Delete clause "a" if the project is 100% TDA funded.

a. The Consultant and its Subconsultants shall maintain all source documents, books, and records connected with their performance of this Agreement for a minimum of three (3) years from the date that SCAG makes final payment to the Consultant or until audit resolution is achieved for each annual OWP Agreement (between SCAG and Caltrans), whichever is later, and all other related, pending matters are closed.

Use the following clause for 100% TDA funded projects only. Delete if funding is other than 100% TDA.

b. The Consultant and its Subconsultants shall maintain all source documents, books, and records connected with their performance of this Agreement for a minimum of four (4) years following the close of SCAG's Fiscal Year.

c. Consultant shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of the applicable Work Element Number by line item and produce Quarterly Reports which clearly identify reimbursable costs and other expenditures related to such Work Element Number.

Delete if the project is 100% TDA funded.

d. Upon request, at any time during normal business hours and as often as SCAG, State of California Department of Transportation (Caltrans), Bureau of State Audits, or other State and Federal agencies or any duly authorized representative may deem necessary, the Consultant shall make available for examination all of its records with respect to all matters covered by this Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other records relating to all matters covered by this Agreement. Such records and access to the facilities and premises of the Consultant shall be made available during the period of performance of this Agreement, and for three (3) years from the date that SCAG makes final payment to the Consultant or until audit resolution is achieved for each annual OWP Agreement (between SCAG and Caltrans), whichever is later, and all other related, pending matters are closed.

Use the following clause for 100% TDA funded projects only. Delete if funding is other than 100% TDA.

e. Upon request, at any time during normal business hours and as often as SCAG, The State Controller, County Auditors (in SCAG region), or other government agencies or any duly authorized representative may deem necessary, the Consultant shall make available for examination all of its records with respect to all matters

covered by this Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other records relating to all matters covered by this Agreement. Such records and access to the facilities and premises of the Consultant shall be made available during the period of performance of this Agreement, and for a minimum of four (4) years following the close of SCAG's Fiscal Year.

f. The Consultant agrees and shall require that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

30. Federal and State Lobbying Activities Certification **(Insert if Contract awards any funds listed on MFTA which exceed $100,000)**

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

b. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.

c. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.

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

31. Certifications and Assurances

a. By signing this Agreement, the Consultant shall agree to comply with the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 C.F.R. Part 450.334 and the Transportation Equity Act for the 21st Century and its successors thereto. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to the Consultant to the same extent as SCAG and may include, but are not limited to:

   (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

   (2) Section 1101(b) of the Transportation Equity Act for the 21st Century (Pub. L. 105-178, 112 Stat. 107), and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 C.F.R. Part 26); and

   (3) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 C.F.R. Parts 27, 37, and 38).

b. The Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to the Consultant to the same extent as SCAG, and include but are not limited to the following areas:

   (1) Standard Assurances
   (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
   (3) Drug Free Work Place Agreement
   (4) Nondiscrimination Assurance
   (5) DBE Assurance
   (6) Nondiscrimination on the Basis of Disability
   (7) Procurement Compliance Certification
   (8) Certification and Assurances required by the U.S. Office of Management and Budget.

c. The Consultant shall require its subconsultants(s) to comply with these Certifications, and agrees to furnish documentation to SCAG to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

32. Contract Award

In accordance with Title 49 CFR 18, Section 18.37 and state law and procedures, all Subconsultant contracts containing funds provided under this Agreement are required to be competitively bid and awarded consistent with Local Program Procedures 00-05 (Pre-award Audit Requirements and Consultant Procurement) or successors thereto.

33. Cost Principles

a. The Consultant agrees, and shall require its Subconsultant(s) to agree, to the following:

(1) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (refer to OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments"), shall be used to determine the allowability of individual project cost items.

(2) These parties shall comply with the Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

b. Any costs for which the Consultant receives payment or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 C.F.R., Chapter 1, Part 31; or 49 C.F.R., Part 18, are to be repaid by the Consultant within thirty (30) days of the Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due SCAG within the thirty (30) days, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due Consultant.

c. Consultant agrees to furnish documentation to SCAG to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

34. Stop Work

a. SCAG may, at any time, by written Stop Work Order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period up to 90 days after the Stop Work Order is delivered to the Consultant, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Consultant shall

immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within 90 days after a Stop Work Order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, SCAG shall either:

(1) Cancel the Stop Work Order; or
(2) Terminate the work covered by the Stop Work Order as provided for in the termination for convenience clause of this Agreement.

b. If a Stop Work Order is issued under this section, SCAG shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Agreement shall be modified, in writing, accordingly.

35. Flow-Down Provisions

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

Section 6 (Funding Requirements);
Section 10 (Invoicing for Payment);
Section 11 (Invoicing Format and Content);
Section 13 (Satisfactory Performance)
Section 15 (Quarterly Progress Reports);
Section 16 (Inspection of Work);
Section 17 (Written and Electronic Version of Work Products and Work Related Materials);
Section 18 (Ownership, Confidentiality, and Use of Work Products);
Section 19 (Termination);
Section 20 (Compliance with Laws, Rules, and Regulations);
Section 21 (Independent Contractor);
Section 22 (Conflict of Interest);
Section 23 (Contingency Fees or other Unlawful Consideration);
Section 24 (Release of Information);
Section 25 (Disputes);
Section 26 (Indemnity);
Section 27 (Non-Discrimination/Equal Employment Opportunity);
Section 28 (Disadvantaged Business Enterprise);
Section 29 (Records Retention and Audits);
Section 30 (Federal and State Lobbying Activities Certification);
Section 31 (Certifications and Assurances);
Section 32 (Contract Award); and
Section 33 (Cost Principals)

[Insert the following subsection only if source of funding for the contract is other than CPG.] This Agreement is funded in part, by the [insert name of Grant

Agreement, e.g., Federal Aviation Administration (FAA), under Agreement Number DTFA08-02-C-21452 to conduct metropolitan plan study, Phase 1 (Regional Airspace Study and Continuous Aviation System Planning including Regional Transportation Plan Update and Implementation) between SCAG and the FAA, ("Grant Agreement")], attached as Exhibit H and incorporated by reference. Consultant shall require Subconsultants and third party (sub-tier) consultants to carry out the purposes and provisions of the Grant Agreement.)

36. Notice

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Heather Copp
Chief Financial Officer
Southern California Association of Governments
818 West Seventh Street, 12th Floor
Los Angeles, California 90017-3435

Phone: (213) 236-1804
FAX: (213) 236-1825

[Insert Consultant Contact Name]
[Title of Contact Person]
[Company]
[Address]
[City, State Zip Code]

Phone:
FAX:

37. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and unenforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

38. Jurisdiction and Venue

This Agreement shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

39. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

40. Guaranty and Warranty

Consultant warrants and guarantees that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things and without waiver of SCAG's other rights or remedies, SCAG may require Consultant to re-perform any of said services which were not performed in accordance with these standards at no cost to SCAG.

41. Insurance

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its subcontracts, agents, representatives, or employees.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001).

(2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.

b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:

(1) General Liability: $1,000,000 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 project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than $1,000,000 applicable to bodily injury, sickness or death, and loss of or damage to property in any one occurrence.

(3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than $1,000,000 each accident.

(4) Professional Liability Insurance: With limits of not less than $1,000,000 per claim.

c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) SCAG, its subsidiaries, officials and employees are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its members, subsidiaries, officials and employees.

(2) For any claims related to this project, Consultants insurance coverage shall be primary insurance as respects SCAG, its members, subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its members, subsidiaries, officials and employees.

(4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, and has been given to SCAG.

(6) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG's, its members, subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over $10,000 must be declared to and approved by SCAG.

e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCAG.

f. Verification of Coverage – Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. As an alternative, Consultant may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

42. Force Majeure

Neither SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control of SCAG or Consultant.

43. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal written amendment thereto.

IN WITNESS WHEREOF, The Southern California Association of Governments and [insert Name of Consultant] have executed this Agreement.

Southern California Association of Governments	[Insert Name of Consultant]
By_____	By_____
Heather Copp	[Insert Name of Person
Chief Financial Officer	[Title of Person – Authorized to Bind Agency]

Date _____ Date_____

Approved as to Legal Form:

By_____
Karen Tachiki
Chief Legal Counsel

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

SCHEDULE

EXHIBIT C

LINE ITEM BUDGET

EXHIBIT D

CONTRACT FUNDING/EXPENDITURE SUMMARY

Contract Funding/Expenditure Summary

Contract Number	Work Element Number	Funding Period	Funding Amount	Expenditure Amount
05-XXX		NTP -		

Amendment Number	Work Element Number	Funding Period	Funding Amount	Expenditure Amount

Total Contract Funding to Date:	
Total Contract Amount to Date:	

EXHIBIT E

METADATA REQUIREMENTS

Spatial Data/Metadata Requirements

The following are fields required for documentation of data received by SCAG. The metadata documentation follows that presented in FGDC-STD-001-1998 "Content Standard for Digital Geospatial Metadata," commonly referred to as the FGDC standard.

A number of these metadata fields require prior consideration between SCAG and contractors before data acquisition or collection begins. These are:

1.4.1 Progress

SCAG requires that a contractor indicate the anticipated progress of all datasets upon project completion. Explanations should be prepared for any datasets that are not complete at the close of the contract.

1.7 Access Constraints

Any anticipated constraints on access to datasets need to be documented and agreed to by SCAG before data collection or acquisition begins. Any licensing requirements should be spelled out here.

1.8 Use Constraints

Any anticipated constraints on use of data sets need to be documented and agreed to by SCAG before data collection or acquisition begins. Any licensing requirements should be spelled out here.

1.12.2 Security Classification

Any anticipated sensitivities of the data set or security implications of the dataset need to be documented and agreed to by SCAG before data collection or acquisition begins. This applies to general sensitivity issues and not strictly national security classification systems. For example, SCAG needs to know that the data being collected is sensitive to the extent that it should not be displayed at large scales on the Internet.

1.13 Native Data Set Environment

The data set format needs to be documented and agreed to by SCAG before data collection or acquisition begins. SCAG works primarily with standard ESRI formats like shapes and coverages.

2.1.2.1 Attribute Accuracy Value

The accuracy of attributes needs to be documented and agreed to by SCAG before data collection or acquisition begins. For example, if elevations are being collected SCAG needs to be informed that they will be plus or minus 50 feet.

2.4.1.2.1Horizontal Positional Accuracy Value

The horizontal positional accuracy needs to be documented and agreed to by SCAG before data collection or acquisition begins. For example, if point locations are being recorded from a GPS receiver, SCAG needs to be aware that 90% of the points are within 30 meters of true ground position.

2.5.1.4.1 Source Currentness Reference

SCAG needs to be informed if the currentness reference is not ground condition. The currentness reference is the bases on which the time period content is determined. The date of the data set can be based on a number of things like publication date, release date, or delivery date. An example would be the 2000 Thomas Brothers centerline file. The date usually associated with this file is the year indicated on the "Thomas Guide" that the digital data was used to create. It is much more likely that the data actually represents some time in 1999, since the books came out in time for Christmas 1999. The currentness reference in this case could be Thomas Guide title date.

4.1 Horizontal Coordinate System Definition

SCAG needs to know and agree to the data projection. It would be very unusual to accept a projection that does not have standard parameters. Data will most often be required in North American Datum 1983 UTM zone 11. The parameters for this projection are:

Projection: Transverse Mercator
Parameters
- False Easting 500000.0000000
- False Northing: 0.0000000
- Central Meridian: -117.0000000
- Scale_Factor: 0.999600000
- Latitude of Origin: 0

Linear Unit: Meter (1.000)
Geographic Coordinate System:
- Name: GCS_North_American_1983
- Angular Unit: Degree (0.017453292519943295)
- Prime Meridian: Greenwich (0.000000000000)
- Datum: D_North_American_1983
- Spheroid: GRS_1980
- Semimajor Axis: 6378137.000000000000
- Semiminor Axis: 6356752.314140356100
- Inverse Flattening: 298.2572221010000200

SCAG also requires all codes used in any spatial data set to be provided in an agreed upon electronic format.

The FGDC standard for data documentation is a very complete standard covering every kind of spatial data. What follows are the items for metadata documentation in datasets typically received at SCAG. Generally SCAG receives data pertaining to phenomena on the earth's surface in a vector form of points, lines, or polygons. Other types of data, which might include such forms as raster data and imagery data or some theme as subsurface water depth, would require reconsideration of some of the specific items required. Generally the types of metadata information outlined at the first and second levels below are required of all data.

The outline numbers are from FGDC-STD-001-1998 "Content Standard for Digital Geospatial Metadata." The actual fields that require in input are underlined

1. Identification Information

1.1 Citation (See 8.)

1.2 Description

1.2.1 <u>Abstract</u> – Brief narrative summary of the dataset (Required)

1.2.2 <u>Purpose</u> - Intentions for which the dataset was acquired/developed (Required)

1.2.3 <u>Supplemental Information</u> – Any information not elsewhere documented that will
give insight into the dataset. (Optional)

1.3 Time Period of Content (See 9.)

1.4 Status

1.4.1 <u>Progress</u> – The state of the data set. An explanation is required if the final progress for a dataset received due to a contract is not "Complete." (Required).

1.4.2 <u>Update Frequency</u> – The frequency with which changes to the dataset are made (Required).

1.5 Spatial Domain

1.5.1 Bounding Coordinates

1.5.1.1 <u>West</u> - Most Western boundary (Required – SCAG will accept in Projection Units if a standard projection is used).

1.5.1.2 <u>East</u> - Most Eastern boundary (Required – SCAG will accept in Projection Units if a standard projection is used).

1.5.1.3 **<u>North</u>** – Most Northern boundary (Required – SCAG will accept in Projection Units if a standard projection is used).

1.5.1.4 **<u>South</u>** – Most Southern boundary (Required - – SCAG will accept in Projection Units if a standard projection used).

1.6 Keywords

1.6.1 Theme

1.6.1.2 **<u>Theme keyword/s</u>** – Keyword or words describing theme (Required)

1.6.2 Place

1.6.2.1 **<u>Place keyword/s</u>** – Keyword or words describing location (Required)

1.7 **<u>Access Constraints</u>** – Restrictions and legal prerequisites for accessing the dataset (Required)

1.8 **<u>Use Constraints</u>** – Restrictions and legal prerequisites for using the data after access is granted (Required).

1.9 Point of Contact (See 10.)

1.12 Security Information

1.12.2 **<u>Security Classification</u>** – Any restrictions imposed by national security concerns. Must be agreed upon before data acquisition. SCAG will accept non-traditional evaluations of confidentiality that a contractor may deem appropriate. A dataset for example may be classified "may be inappropriate for display on Internet at large scales." These evaluations are for security concerns not data quality concerns. (Required)

1.13 **<u>Native Data Set Environment</u>** – Software and format in the producers processing environment. The contractor is considered the producer even if data has been acquired form another source. (Required)

2. Data Quality Information

2.1 Attribute Accuracy

2.1.1 **<u>Attibute Accuracy Report</u>** – an explanation of the accuracy of assigned values in the data set (if applicable)

2.1.2 Quantitative Attribute Accuracy Assessment

2.1.2.1 <u>Attribute Accuracy Value</u> – an estimate of the accuracy assigned values in the data set (if applicable)

2.1.2.2 <u>Attribute Accuracy Explanation</u> – and identification of the test that produced the Attribute Accuracy Value (if applicable)

2.4 Positional Accuracy

2.4.1 Horizontal Positional Accuracy

2.4.1.1 <u>Horizontal Positional Accuracy Report</u> – an explanation of the accuracy of the horizontal coordinate measurements (if applicable)

2.4.1.2 Quantitative Horizontal Positional Accuracy Assessment

2.4.1.2.1 <u>Horizontal Positional Accuracy Value</u> – numeric value assigned to summarize the accuracy of the horizontal coordinate measurements (Required)

2.4.1.2.2 <u>Horizontal Positional Accuracy Explanation</u> – the test that produced the Horizontal Positional Accuracy Value (if applicable)

2.5 Lineage

2.5.1 Source Information

2.5.1.1 Source Citation (See 8.)

2.5.1.2 <u>Source Scale Denominator</u> – the denominator of the representative fraction of the source map or the scale representative of the accuracy of the digital product (e.g. a scale of 1:24,000 is 24000) (Required)

2.5.1.3 <u>Type of Source Media</u> – media of the source dataset (if applicable - digitized data would have the Type of Source Media reported as "paper")

2.5.1.4 Source Time Period of Content (See 9.)

2.5.1.4.1 <u>Source Currentness Reference</u> – The basis on which the time period content (9.1.1 Calendar Data, or 9.3.1 Beginning Date/9.3.3 Ending Date) is determined. Most acceptable is "ground condition." This feature/condition exited on the ground in the time period specified. Other currentness references

(publication date, date acquired from agency,) need to be discussed with SCAG. (Required).

3. Spatial Data Organization Information

3.1 <u>Indirect Spatial Reference</u> – name of means through which locations are referenced in the dataset. Pertains to mechanisms like geocoding addresses or linear referencing systems. (if applicable)

3.2 <u>Direct Spatial Reference</u> – type of object used to represent space in the data set (e.g. Point, Line, Polygon) (Required)

4. Spatial Reference Information

4.1 Horizontal Coordinate System Definition

4.1.1 Geographic

4.1.1.3 <u>Geographic Coordinate Units</u> (Required if geographic)

4.1.2 Planar

4.1.2.1 Map projection

4.1.2.1.1 <u>Map Projection Name</u> (Required if planar system, if standard projection is used place it here. Most acceptable is NAD_1983_UTM_Zone_11N.)

4.1.2.2 <u>Grid Coordinate System</u> (Required if planar system and not standard)

4.1.2.4 Planar Coordinate Information

4.1.2.4.4 <u>Planar Distance Units</u> (Required if planar system and not standard)

4.1.4 Geodetic Model

4.1.4.1 <u>Horizontal Datum Name</u> (Required if not standard)

4.1.4.2 <u>Ellipsoid Name</u> (Required if not standard)

5. Entity and Attribute Information

5.1 Detailed Description

5.1.1 Entity Type (for each)

5.1.1.1 **Entity Type Label** – the name of the entity type (e.g. integer, text)(Required)

5.1.1.2 **Entity Type Definition** – the definition of the entity type (if necessary)

5.1.1.3 **Entity Type Definition Source** – the source of the definition (if necessary)

5.1.2 Attribute (for each)

5.1.2.1 **Attribute Label** – Name in file (Required for non-standard attributes. Standard attributes are those produced by software. For example, a polygon coverage produced by ESRI software will have such fields as perimeter and area that are created and maintained by the system)

5.1.2.2 **Attribute Definition** – What the attribute represents (Required for non-standard attributes)

5.1.2.3 **Attribute Definition Source** – Authority of the field definition. This could be a citation to a document or the group responsible for the field. (e.g. The U.S. Census Bureau is the authority for the definition of the field P1 which is Population) (Required for non-standard attributes)

5.1.2.4 Attribute Domain Values

5.1.2.4.2 Range Domain

5.1.2.4.2.3 **Attribute Units of Measure** – the standard of measurement (Required if range)

5.1.2.4.2.4 **Attribute Measurement Resolution** – the smallest unit to which an attribute value is measured (if applicable)

5.1.2.4.3 Codeset Domain Codes – must be supplied in a digital file

5.1.2.4.3.1 **Codeset Name** (Required if codeset)

5.1.2.4.3.2 **Codeset Source** (Required if codeset)

5.1.2.7 Attribute Value Accuracy Information

5.1.2.7.1 <u>Attribute Value Accuracy</u> – an estimate of the accuracy of attribute values (Required if applicable)

5.1.2.7.2 <u>Attribute Value Accuracy Explanation</u> – how the Attribute Value Accuracy was derived (Required if applicable)

5.1.2.8 <u>Attribute Measurement Frequency</u> – the frequency that the measurements are added (Required if applicable)

7. Metadata Reference Information

7.1 <u>Metadata Date</u> – the date the metadata was created or last updated (Required)

7.4 <u>Metadata Contact</u> – the party responsible for the metadata information. (Required)

8. Citation Information

8.1 <u>Originator</u> – name of organization or individual that developed the dataset (Required).

8.2 <u>Publication Date</u> – the date the data was published or made available for release (Required).

8.9 <u>Other Citation Details</u> (Optional)

9. Time Period of Content

9.1 Single Date/Time – the year or portion of year (e.g. month) for which the data corresponds to the Currentness Reference. SCAG does not anticipate that time will be a factor in metadata for information typically collected for this agency.

9.1.1 <u>Calendar Date</u> – the year and optionally month (Required if not reported within 9.3 Range of Dates/Times)

9.3 Range of Dates/Times – the range of years or portion of years (e.g. month) for which the data corresponds to the Currentness Reference. SCAG does not anticipate that time will be a factor in metadata for information typically collected for this agency.

9.3.1 Beginning Date – the first year and optionally month (Required if not reported as 9.1.1 Calendar Date)

9.3.3 Ending Date – the last year and optionally month (Required if not reported as 9.1.1 Calendar Date)

10. Contact Information

10.1 Contact person primary

10.1.1 Contact Person (Required if person is best mechanism to report contact)

10.1.2 Contact Organization (Required if person is best mechanism to report contact)

10.2 Contact Organization (Required if not reported as 10.1 Contact person primary)

10.5 Contact Voice Phone (Required)

10.7 Contact Fax Phone (Optional)

10.8 Contact E-mail (If available)

10.10 Contact Instructions – supplemental information, which might include web sites and other mechanisms for contact (Optional).

EXHIBIT F

GRAPHICS REQUIREMENTS
FOR
CONSULTANTS

Graphics Requirements for Consultant Projects

For the Web

Please provide in the following:

- All Documents in PDF format
- All Graphics in JPEG format, 72 dpi, RGB mode for photos
- All Logos in EPS format **and** GIF or JPEG format for use on the web
- Include all original high-resolution graphics and fonts that were used to create the web page or layout
- If in HTML format, provide HTML documents and all supporting GIFs and JPEGs

For Print Projects

Documents

Acceptable formats:
Save in Microsoft WORD 98 or QUARK EXPRESS 4.1 or later (Quark files for the MAC are preferred)

- Be sure to include all fonts and imported JPEG, TIFF and EPS files
- Provide a PDF of the final document layout
- Provide a hard copy of the document in color
- Be sure to include all fonts – printer and system fonts

Photos Used in the Document

Be sure to provide high-resolution version of all photos for print use.

- Color photos – 300 dpi, CMYK scans in TIFF format or high resolution JPEGs
- Black and white 300 dpi Grayscale scans
- Include all composited photo collages or graphics such as layered ADOBE PHOTOSHOP (.psd) files
- Photo credits: who took the photos, the location, appropriate captions

Charts/Graphs

- Be sure to include all linked files when providing EXCEL files.

Logos and Other Graphics

- EPS files are preferred. When EPS is unavailable, high-resolution TIFF files may also be used.
- Include postal information such as bar codes, etc.

Photos of Meetings/Events/Location Shot

- We request that consultants provide SCAG with copies of all photos taken at subregional meetings, conferences, or project sites. High-resolution TIFF or JPEG files from a digital camera are preferred. Files may be sent on ZIP disc or CD-ROM. Traditional photo prints and high-resolution scans are also acceptable.

Media Preferred (if not sent via e-mail)

- ZIP discs
- CD-ROM (formatted for MAC and PC)

Documentation

- Be sure to include a directory list of the files
- Be sure to provide specific directions about printing the project including quantity, size, paper stock (weight and color), color (Pantone, CMYK, B/W), one or two –sided printing, varnish, bleed, trim, and binding
- Be sure to include your contact information (telephone, fax and e-mail). We want to be able to contact you if we have specific questions or are missing files. Please provide us with deadline and delivery instructions.

Files may also be e-mailed to: hart@scag.ca.gov Attn: Carolyn Hart. Please make sure that e-mailed files are not larger than two megabytes. Files may also be ZIPPED or compressed using Stuffit or other compression software.

EXHIBIT G

WEB POLICIES & GUIDELINES
FOR
CONSULTANTS

Web Policies and Guidelines for Consultants

1. Tools and Requirements

Web staff uses these tools and applications for development and maintenance of SCAG's site:

- Macromedia Dreamweaver 4+ or Dreamweaver Ultradev 4
- Adobe Photoshop6+
- JavaScript
- ColdFusion 5 (used for developing database-driven Web sites or applications)
- ASP
- Perl
- Cascading style sheets
- SCAG uses IIS4.0

2. Web Development Process

Document preparation:

- All documents should be converted to PDF and forwarded electronically to the Web staff. All PDF files should be created for easy and fastest downloading.

- All software produced should be provided to SCAG with ANSI (American National Standards Institute) compliant documentation. See www.ansi.org.

- Accessibility for Disabled Users. SCAG strives to make all of its Web resources accessible to persons with disabilities in accordance with Federal law (Section 508). Development of new content must meet Level 1 requirements. See Web Accessibility section. For more information refer to www.w3.org/TR/WAI-WEBCONTENT/

3. Technical Standards

File Format:

- Text. Normal text on a Web page ensures the widest compatibility and fastest download. It also assists search engines in indexing information on the Web site. Be sure to allow sufficient white space for good readability. Avoid two or more column formatting. Avoid italicized fonts, as they are difficult to read.

- Multimedia. Unless necessary, keep audio and video files to a minimum. If used, subtitles and/or a text transcript describing what was attached must be provided to Web staff. See the Accessibility section for more information.

- Font size: Use Arial "10"

- A copy of the source code must be provided.

- Graphics. All graphics must be approved by the Graphics Department and conform to SCAG's standard layout and design. Requests for new graphics should be coordinated directly with Carolyn Hart and meet these requirements:

  - Avoid excessive use of graphics and buttons. Keep amount of text and graphics to a minimum for easy viewing (less scrolling) and shorter download time. Break longer text documents into multiple pages.

  - If using images that serve a purpose on the page be sure to include a text description in the ALT attribute so that visually impaired users can read the images. Refer to Web Accessibility section.

  - Graphics must be in JPEG format, 72 dpi, RGB mode for photos.

  - All logos must be in EPS format and GIF.

  - Include all original higher resolution graphics and fonts that were used to create the Web page or layout.

Link to SCAG's site

- All newly designed sites must include SCAG's URL, www.scag.ca.gov on the main page for easy navigation. SCAG's URL should be prominently displayed at the top of each page.

- Templates.

- SCAG standard layout and design templates must be used to maintain a consistent look and feel of the Web site.

4. Quality Assurance Testing

- Conduct testing against specifications. Ensure that new development works as planned. Fix bugs and limit changes here to bugs, unless absolutely important.

- Compatibility testing. Check to make sure that content is fully compatible with major Web browsers which include MS Internet Explorer 5+, Netscape 4, AOL 5 and Lynx (text based browser).

- Spell check. Make sure there are no spelling errors on the new content. Use Dreamweaver's built-in link check tool or purchase a third party service such as NetMechanic.

- Check for usability. Is the newly developed content understandable and intuitive?

- Accessibility check. Check the content against the Accessibility checklist provided. Do the changes meet the requirements outlined in the checklist?

5. Production Process

Final testing/posting

- Once the site has been approved, it will be transferred to SCAG's Web server. Web material will be posted/accepted only upon final review and approval by SCAG Web staff.