

# **REQUEST FOR PROPOSALS**

## **UNIVERSAL TRANSIT FARE CARD FEASIBILITY STUDY, SACRAMENTO METROPOLITAN REGION**

**Not to Exceed \$280,000**

**Release Date: Tuesday, December 6, 2005**

**Revised: Tuesday, December 20, 2005**

**Proposal Due Date: 12:00 noon, Monday, January 9, 2006**



**SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
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**SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS**

**Universal Transit Fare Card Feasibility Study,  
Sacramento Metropolitan Region**

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## I. INTRODUCTION

The Sacramento Area Council of Governments (SACOG) is a voluntary association of governments. Member jurisdictions include: the County of Sacramento (including the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova and Sacramento); the County of Yolo (including the cities of Davis, West Sacramento, Winters, and Woodland); the County of Sutter (including the cities of Live Oak and Yuba City); the County of Yuba (including the cities of Marysville and Wheatland); Placer County (including the cities of Auburn, Colfax, Lincoln, Rocklin, Roseville and Town of Loomis) and El Dorado County (including the City of Placerville). SACOG is the federally designated Metropolitan Planning Organization (MPO) for the Sacramento, Davis and Marysville/Yuba City urbanized areas. SACOG is also the state designated Regional Transportation Planning Agency (RTPA) for the counties of Sacramento, Yolo, Sutter and Yuba.

## II. BACKGROUND

The Sacramento region encompasses six rapidly growing counties in California's Central Valley, including Sacramento, Sutter, Yolo, Yuba, Placer, and El Dorado. In this region there are fourteen separate transit operators, each with its own fare structure, fare media, fare collection systems, and transfer policies. The transit operators range in size from three buses to a fleet of 250 buses and a 27-mile light rail system with 65 rail cars. More information about the transit providers in the SACOG region can be found on the Sacramento Region 511 Web site <http://www.sacregion511.org/transit/index.cfm>. A list of the fourteen transit providers within the study area is attached (*see Attachment A*).

There is also a mix of service types including fixed-route intracity local routes; intercity, cross-county and multi-jurisdictional commuter routes; and demand-response, paratransit services. As a result, traveling via more than one system often involves one or more of the following -- multiple fare payments, transfers, use of various ID cards, waiting for connections -- all of which are inconvenient and cumbersome for the passenger. Further, making it more difficult for seamless transportation is the fact that there are different fares for different systems within the same transit system -- peak hour services (i.e., commuter services) and fixed route services.

More than 80 percent of the projected growth for the region over the next 50 years is in currently unincorporated areas. Approximately 90 percent of the new housing starts are in suburban areas. Fifty-three percent of the population in the Sacramento region now lives in unincorporated areas, and yet often relies on jobs and services provided in the cities. While Downtown Sacramento continues to be the current major employment center in the region, three major employment centers are projected to grow in the Sacramento region in the next 25 years: Downtown Sacramento, Rancho Cordova/Highway 50, and Roseville/Rocklin/Hwy 65. There will continue to be a high concentration of jobs particularly with the State of California, the region's largest employer. The projected trend in peak travel patterns between the previously identified housing-

rich suburban areas and the new job centers is projected to result in increased traffic congestion along major corridors in both directions.

Single-occupant vehicles primarily cause this traffic congestion. Improvements to the region's fare payment and collection system will provide a more seamless transit system for the passenger that is easier to use and a viable transportation alternative that can help reduce congestion.

One of SACOG's goals is the implementation of a seamless transit network for the users of the region's transit services. A "universal pass" and integrated fare system among the region's fourteen transit operators would make transit travel throughout the region more convenient, greatly enhancing the attractiveness of transit as a viable mobility option. This project will provide the resources to conduct a study to assess the feasibility of a universal transit fare card system that could be used by the various transit operators within the greater metropolitan Sacramento region, and to move the region toward an integrated system that will provide a seamless regional transit network. Given the mix of operators and technological capability, it will be important to find a solution that will work with the most complex and simple fare collection systems/fareboxes. The larger operators may have the expertise to support a technically robust system, but the smaller operators may not want to invest in a technology solution that is beyond their needs or technological capabilities of maintaining the system. This project will also support SACOG's leadership role in encouraging the Sacramento region transit operators to collaborate in developing a state-of-the-art universal fare collection system to pilot smart card technology.

The American Public Transportation Association (APTA) is actively working on the development of Universal Transit Farecard Standards (UTFS) and has established a UTFS Program Committee/Task Force. The UTFS Committee completed a draft of Work Package One (Draft Version 0.16 dated September 15, 2005) that provides detailed specifications for transit Proximity Integrated Circuit Cards (PICCs), also known as "smart cards." The draft Work Package One is planned to go to the UTFS Task Force for review and comment in November 2005. A second deliverable that the UTFS Committee is working on is Work Package 4 which pertains to the communications protocol (i.e., how fares are processed). The draft Work Package 4 will probably be ready to go to the UTFS Task Force in late January 2006. The plan is to merge both Work Package One and Four into a single document of UTFS standards that may be released in March – April 2006 timeframe. A third related deliverable that is being worked on is a Security Guidelines document pertaining to Transportation Communication Interface Profiles (TCIP) and will include a section on security guidelines for transit fare collection. The security guidelines will provide a road map for transit agencies to deal with security issues, but they will not guarantee interoperability between systems.

It is imperative that the selected consultant awarded this contract incorporate the work that APTA is doing to advance universal transit farecard standards for the American transit industry. Information about APTA's UTFS program is posted on the APTA Web site at <http://www.apta.com/about/committees/utfs>.

In addition, the Sacramento Regional Transit District (RT) contracted with Transport Data Systems of San Diego to conduct a fare payment and collection system feasibility study. The final report of this study was completed in January 2005. Since RT is the largest operator within the SACOG region, it is also imperative that the selected consultant awarded this contract utilize the RT study as part of the background research for this study. A copy of the RT final report will be provided to the consultant awarded this contract at the project kick-off meeting.

Furthermore, in light of the extensive national and local research and development in smartcard technology, it is SACOG's desire that this study not duplicate and restate previous analysis, findings and recommendations, but focus on those tasks that directly relate to the SACOG region and transit operators within this region, and will advance the development and implementation of a universal fare card that will enhance the goal of a seamless transit network within the SACOG region.

### **III. PROJECT SUMMARY AND DESCRIPTION**

The Sacramento Area Council of Governments (SACOG) seeks a consultant to conduct a feasibility study of a universal transit fare instrument that could be used on transit systems throughout the greater Sacramento metropolitan region and to replace separate inter-operator fare media. This study will determine the extent to which new technology in electronic fare collection such as proximity (smart) cards could be used to create a seamless, integrated regional transit network to better facilitate multi-jurisdictional transit trips. The universal fare system would also support transit operators' internal fare collection systems.

The feasibility of a successful universal transit fare is dependent upon: 1) a thorough understanding of our regional fare collection needs, 2) knowledge of the technological options for meeting those needs, and 3) analysis of which technology can be most cost effectively implemented in our region. The project will require retaining a team of qualified consultants with expertise in state-of-the-art fare collection technology to work with SACOG, serving as project manager, and the SACOG region's transit operators, to develop a universal fare system that is feasible for all the region's operators to use and provides the greatest passenger convenience. The feasibility study is the first phase of this project. Grant applications for subsequent phases (i.e., Phase 2 – Implementation Plan, Phase 3 - Equipment Specifications and Procurement, and Phase 4 – Pilot Program Launch and Evaluation) may be submitted in future Caltrans Transportation Planning grant cycles.

The contract for the *Universal Transit Fare Card Feasibility Study, Sacramento Metropolitan Region* will be an agreement between SACOG and the consultant. SACOG will provide contract administration services. The consultant will invoice SACOG for services rendered and SACOG will compensate the consultant for these services as set forth in the agreement. The maximum level of funding for the consultant services is \$280,000 which will be provided by SACOG (\$70,000) and the Caltrans Transportation Planning Grant Program, Statewide Transit Planning

Studies (\$210,000). The SACOG Board of Directors will award the contract and project deliverables will be reviewed by the SACOG Project Manager.

#### **IV. SCOPE OF WORK/SERVICES**

The total budget for consultant services (including expenses) is not to exceed \$280,000. The project area consists of the entire SACOG region that includes the counties of El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba. A map of the study area is on page 6.

The selected consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of work. The consultant will receive general direction from the SACOG Project Manager. The following task list, schedule and funding chart were included with the grant application supporting this project. The SACOG Project Manager will complete Tasks 1 and 2 and the selected consultant will be expected to complete Tasks 3 through 11. While this project needs to fulfill the requirements of the terms of the grant agreement, however, there may be some flexibility in reallocation of resources among the specified tasks and deliverables, and in the modification of the task list, such as adding tasks that add value, but can be completed within the total project budget of \$280,000 allocated to the consultant services.

- Task 1:** Prepare Request for Proposal (RFP), release RFP, evaluate proposals, select consultant, and award contract.
- Task 2:** Establish Project Management Team and Project Advisory Committee.
- Task 3:** Analyze the current fare payment and collection systems used by each of the transit operators within the study area, including transfer agreements between agencies. This also includes documenting large institutional users of each system who routinely purchase fares for its employees or customers.
- Task 4:** Assess state-of-the-art fare payment and collection technology systems, equipment, and applications currently used at other transit agencies. Identify the expected lifecycle of the various state of the art fare systems.
- Task 5:** Identify the specific tasks, needs and requirements for each of the region's transit operators, including, but not limited to, technical repair and equipment maintenance.
- Task 6:** Assess the interagency coordination needs such as transfer agreements, accounting, compatibility, and branding.
- Task 7:** Analyze the potential for re-organization of tasks (i.e., centralizing or decentralizing specific tasks at a regional clearinghouse or a local level) to result in cost savings or greater efficiency. Describe elements of the fare cycle that are amenable to change

(such as centralization or automation) and those that are not and define potential obstacles to change.

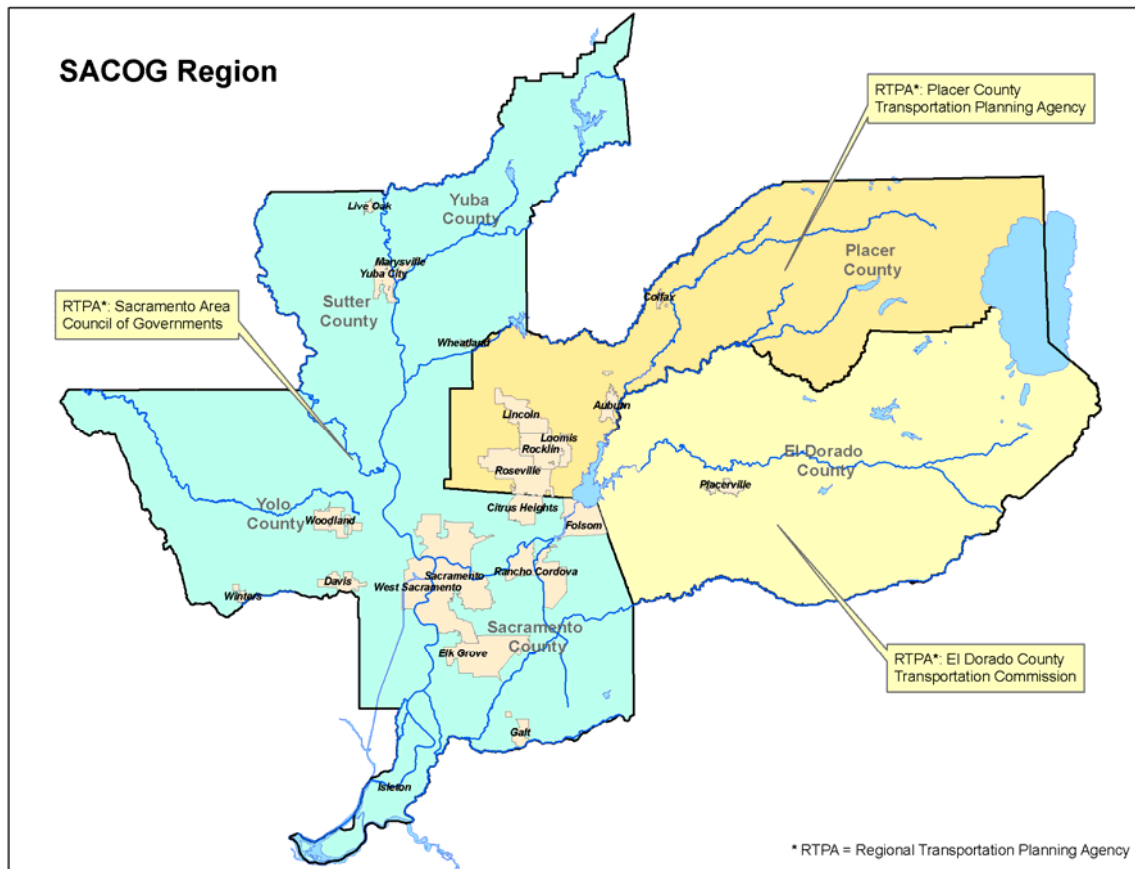
- Task 8:** Inter-agency coordination and consensus building – This task is an important, on-going component throughout the project. As the goal of this project is to move as close as possible to having a universal fare system implemented within the SACOG region, it is vital that the consultant identify key issues such as hardware and software specifications, fare policies and procedures, interagency transfer agreements necessary for each agency to agree upon in order to develop an implement plan for an integrated fare system in Phase II of the study.
- Task 9:** Develop technology strategy including a cost/benefit analysis of universal transit fare system alternatives, and analyze the advantages and disadvantages of a single vendor technology strategy in preparation for procurement of technology. Examine technical and contractual advantages and disadvantages of working with one or multiple vendors.
- Task 10:** Conduct market research to define potential user markets, features most attractive to users, what value increments to offer, and potential shared applications (i.e., financial institutions, retail establishments, parking facilities).
- Task 11:** Develop a list of key decisions and implementation [strategies](#) that need to be made before proceeding to the implementation plan (Phase 2) such as 1) fare media type(s), 2) fare structure, 3) pricing, 4) interagency applications, 5) infrastructure costs and resources, 6) staff and facility requirements, and 7) administrative process.

## V. CONTRACT DELIVERABLES

- Deliverable 1:** Request for Proposal (to be completed by SACOG Project Manager)
- Deliverable 2:** Meeting coordination/minutes, project progress reports, liaison with consultant and project advisory committee (to be completed by SACOG Project Manager)
- Deliverable 3:** Report on analysis of study area current fare payment and collection systems
- Deliverable 4:** Report on assessment of state-of-the-art fare payment and collection systems
- Deliverable 5:** Report on study area operators' needs and recommendations for system requirements

- Deliverable 6:** Report on inter-agency coordination needs and requirements
- Deliverable 7:** Report on analysis of fare cycle costs and potential cost savings of task centralization
- Deliverable 8:** Identify key issues requiring agreement among the SACOG region transit operators; prepare progress reports, facilitate meetings; prepare project updates
- Deliverable 9:** Report on technology strategy alternatives and cost/benefit analysis
- Deliverable 10:** Report on market research
- Deliverable 11:** Report on comprehensive decision requirements and project implementation strategies

### STUDY AREA





## VI. CONTACT PERSONS

All inquiries should be directed to: SACOG Project Manager is Anne Novotny, Associate Planner, (916) 340-6215, [anovotny@sacog.org](mailto:anovotny@sacog.org) or James E. Brown, Senior Planner, (916)340-6221, [jbrown@sacog.org](mailto:jbrown@sacog.org).

**Proposers should not contact individual transit operators**, but may obtain additional information from the Sacramento Region 511 Web site <http://www.sacregion511.org/transit/index.cfm> which has links to the Web sites for each of the transit operators within the SACOG region.

## VII. PROJECT TIMETABLE

December 6, 2005	Release date for Request for Proposals
12:00 Noon, January 9, 2006	Closing date for receipt of proposals; consultants should include eight hard copies and one electronic copy in either Microsoft Word or portable document (pdf) format
Week of January 9, 2006	Review and evaluate proposals by SACOG committee
Week of January 16, 2006	Select consultant or schedule interviews with finalists (if necessary)
Week of January 30, 2006	Conduct interviews (if necessary); recommend consultant
February 16, 2006	Contract awarded by SACOG Board of Directors
February 17, 2006	Issue Notice to Proceed
February 17 – 28, 2006	Prepare and execute contract
March 1, 2006	Start of Project/Begin Work
December 31, 2006	Completion date of project by consultant

Proposals must be received by SACOG no later than **12:00 noon on Monday, January 9, 2006**. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at their own risk. SACOG will not be liable or responsible for any late delivery of proposals.

By submitting a proposal, the proposer certifies that his or her name or the consultant firm's name, as well as the name of proposer subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

## **VIII. GENERAL CONDITIONS**

### **A. Limitations**

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

### **B. Award**

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

### **C. RFP Addendum**

Any changes to the RFP requirements will be made by written addenda issued by SACOG and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

### **D. Verbal Agreement or Conversation**

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

#### E. Precontractual Expense

Precontractual expenses include any expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP
2. Submitting proposals to SACOG
3. Negotiations with SACOG on any matter related to proposals.
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

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

#### F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. **Execution of the contract is expected by no later than February 28, 2006. Work is expected to start no later than March 1, 2006.**

#### G. Contract Arrangements

The successful consultant is expected to execute a contract similar to SACOG's Standard Agreement, which meets the requirements of TEA 21. The most important provisions of the Standard Agreement are found in Part A. While \$1 million per occurrence in commercial general liability coverage is required, under special circumstances SACOG may consider a lesser amount of insurance coverage, but not an amount less than \$500,000 per occurrence.

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

maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

- (1) A copy of the consultant's affirmative action policy (applicable for firms with 50 or more employees)
- (2) Discussion of the consultant's program for use of DBEs in the performance of this work, including the following:
  - The names and addresses of DBE firms that will participate
  - The description of the work each named firm will perform
  - The dollar amount of participation by each DBE firm
- (3) Conflict of Interest

Consultants and consultant firms submitting proposals in response to this RFP must disclose to SACOG any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP.

If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal.

## **IX. PROPOSAL CONTENT AND ORGANIZATION**

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

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8).

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant or consulting firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Table of Contents

A listing of the major sections in the proposal and the associated page numbers.

3. Introduction

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of SACOG.

4. Technical Approach

This should include:

- a. a summary of the proposed approach
- b. an explanation of the consultant's intended role as related to the role of SACOG
- c. a thorough explanation of the consultant's proposed course of action. References should be made to RFP requirements and the consultant's plans for meeting those requirements. If the consultant proposes major changes to the RFP approach, those changes should be specified clearly. The consultant should specify its technical approach, especially data elements to be sampled, staff to be interviewed, and documents to be reviewed, etc.
- d. an itemized description of the proposed project schedule (including visits, draft and final deliverables) and the deliverables to be produced

5. Project Management

The proposer must prepare an explanation of the project management system and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet SACOG's requirements.

## 6. Consultant and Subcontractor Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task making up the project. If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professional in the above-described matrix.

## 7. Consultant Qualifications and References

The proposal must describe the nature and outcome of projects previously conducted by the consultant which are related to the work described within the RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. Up to two samples of the consultant's work on closely related projects can also be included with the proposal, if available.

## 8. Cost Proposal

The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The cost proposal detail shall describe estimated costs (only the total amount is a binding offer) for each professional's time, for the completion of each proposed task, for travel and per-diem (if applicable), and for materials and supplies. Failure to provide adequate cost data will result in the proposal rejection as unresponsive.

## **X. PROPOSAL EVALUATION AND SELECTION**

A proposal review panel made up of members of SACOG staff and the project advisory committee will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients may also be called. The panel will make recommendations to the SACOG Executive Director on the basis of the proposal, oral interview, and reference check. SACOG reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding of the background and requirements of the project.
- The overall and technical approaches to be followed and the tasks to be performed, including detailed steps and resources required and proposed project schedule.
- The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and consultant's approach to managing resources and project output.
- Cost analysis and justification.
- Education and experience of proposed personnel

In addition, conformance with SACOG and DBE/WBE goals; and the participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged.

## **XI. PAYMENT SCHEDULE**

The consultant will be paid based on work actually performed during the preceding month. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the 15th day of the following month. SACOG will withhold ten percent (10%) of the payments until the successful completion of the project and the delivery and acceptance of all final products.

## SACOG Region Transit Operators

## Attachment A

	<b>Transit Operators</b>	<b>County</b>	<b>Address</b>	<b>Web Site</b>
1	Auburn Transit	Placer	1225 Lincoln Way, Auburn, CA 95603	<a href="http://www.auburntransit.com">www.auburntransit.com</a>
2	Davis Community Transit	Yolo	840 Second Street, Davis, CA 95616	<a href="http://www.city.davis.ca.us/pcs/transit">www.city.davis.ca.us/pcs/transit</a>
3	El Dorado Transit	El Dorado	6565 Commerce Way, Diamond Springs, CA 95619	<a href="http://www.eldoradotransit.com">www.eldoradotransit.com</a>
4	Elk Grove Transit	Sacramento	8400 Laguna Palms Way, Elk Grove, CA 95758	<a href="http://www.e-tran.org">www.e-tran.org</a>
5	Folsom Stage Lines	Sacramento	50 Natoma Street, Folsom, CA 95630	<a href="http://www.folsom.ca.us/index.asp?page=160">www.folsom.ca.us/index.asp?page=160</a>
6	Lincoln Transit	Placer	640 5th Street, Lincoln, CA 95648	<a href="http://www.lincolntransit.com">www.lincolntransit.com</a>
7	Paratransit, Inc.	Sacramento	2501 Florin Road P.O. Box 231100, Sacramento, CA 95823	<a href="http://www.paratransit.org">www.paratransit.org</a>
8	Placer County Transit	Placer	11444 B Avenue, Auburn, CA 95603	<a href="http://www.placer.ca.gov/works/pct.htm">www.placer.ca.gov/works/pct.htm</a>
9	Roseville Transit	Placer	311 Vernon Street Suite 100, Roseville, CA 95678	<a href="http://www.roseville.ca.us/transit">www.roseville.ca.us/transit</a>
10	Sacramento Regional Transit	Sacramento	1400 29th Street P.O. Box 2110, Sacramento, CA 95816	<a href="http://www.sacrt.com">www.sacrt.com</a>
11	South County Transit/LINK	Sacramento	Sacramento County DOT, 900 G Street, Suite 510, Sacramento, 95814	<a href="http://www.sctlink.com">www.sctlink.com</a>
12	Unitrans	Yolo	1 Shields Avenue, Davis, CA 95616	<a href="http://www.unitrans.com">www.unitrans.com</a>
13	Yolo County Transportation District	Yolo	350 Industrial Way, Woodland, CA 95776	<a href="http://www.yolobus.com">www.yolobus.com</a>
14	Yuba-Sutter Transit	Yuba/Sutter	2100 B Street, Marysville, CA 95901	<a href="http://www.yubasuttertransit.com">www.yubasuttertransit.com</a>

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
STANDARD AGREEMENT *(for contracts with federal money)***

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at Sacramento, California, by and between the Sacramento Area Council of Governments, a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Contractor").

**RECITALS:**

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit "A" and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on \_\_\_\_\_, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit "A" - Scope of Work. In the event of any inconsistency between Exhibit "A" and other terms and conditions of this Agreement, Exhibit "A" shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director. Approval shall not be presumed unless such approval is made by SACOG in writing.
3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Contractor by SACOG shall be made as set forth in Exhibit "A". The amount to be paid to Contractor under this Agreement shall not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_), unless expressly authorized in writing by the SACOG Executive Director. In no instance shall SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

- a. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., (any subcontractors and subrecipients shall refer to the Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments) shall be used to determine the allowability of individual items of cost.
- b. Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- c. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq.; Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments; or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Contractor to SACOG.
- d. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of Sections 5 (a) through (c) above.

6. Reporting and Payment:

- a. Contractor shall submit monthly billings in arrears to SACOG no later than the

15th of each month and in accordance with the Scope of Work. Contractor shall be notified within fifteen (15) working days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after SACOG approval of each billing. Said billings shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The billings shall include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.

**Optional:**

- b. SACOG shall reimburse Contractor for actual expenditures limited to costs for services or purchase of items identified in the line-item budget set forth in Exhibit "A" - Scope of Work, or approved in writing by SACOG.

7. Independent Contractor: The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. SACOG shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.
- b. If SACOG issues a notice of termination:
  - (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
  - (2) Contractor shall deliver to SACOG copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its

subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

- (3) SACOG shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 less any compensation to SACOG for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then SACOG shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to SACOG.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG. If SACOG consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

- b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:

- (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, and Office of Management and Budget Circular A-87, Cost

Principles for State, Local and Indian Tribal Governments.

- (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by SACOG that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 29.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, agents, and employees (the "Indemnitees") from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities resulting from injury or death to a person or injury to property arising out of or in any way connected with the performance of this Agreement, however caused, regardless of any negligent act of an Indemnitee, whether active or passive, excepting only such injury or death as may be caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

<b>POLICY</b>	<b>MINIMUM LIMITS OF LIABILITY</b>
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG).	\$1,000,000 per claim.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - (1) For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of the Contractor's insurance and shall not contribute to it.
  - (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
  - (3) Contractor'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.

- (4) Each insurance policy required by this Agreement 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, has been given to SACOG.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by SACOG.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
- (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
- (2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Audit, Retention and Inspection of Records:
- a. SACOG or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors. Contractor agrees to provide SACOG or its designee with any relevant information requested and shall permit SACOG or its designees access to its premises, upon reasonable notice,

during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with Public Contract Code § 10115 et seq., Government Code § 8546.7, 2 California Code of Regulations § 1896.60 et seq. and any applicable federal laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement.

- b. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Utilities Code § 10115.10.
- c. An expenditure that is not authorized by this Agreement or that cannot be adequately documented shall be disallowed and must be reimbursed to SACOG within sixty (60) days of the discovery unless SACOG approves in writing an alternative repayment plan. Expenditures for work activities not described in the Scope of Work shall be deemed authorized if the performance of such activities is approved in writing by SACOG prior to the commencement of such activity.
- d. Absent fraud or mistake on the part of SACOG, the determination by SACOG of the allowability of any expenditure shall be final.
- e. If so directed by SACOG upon expiration of this Agreement, the Contractor shall cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Managers: SACOG's project manager for this Agreement is \_\_\_\_\_ unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

**Name, Title**

Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, California 95814

Contractor's project manager for this Agreement is \_\_\_\_\_. No substitution of Contractor's project manager is permitted without the prior written agreement by SACOG. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

**Name, Title**

**Contractor**

**Address**

## Address

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

23. Non-discrimination Clause:

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or

other agreement.

- b. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or the organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
  - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement.
- b. No funds received from SACOG under this Agreement shall be used to assist, promote, or deter union organizing.
- c. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.

- d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from SACOG funds has been sought for these costs, and Contractor shall provide those records to SACOG upon request.
26. Debarment, Suspension, and Other Responsibilities: Contractor warrants that it:
- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Has not, within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
  - d. Has not, within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
  - e. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SACOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with SACOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify SACOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.
  - f. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations ( 2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirement of the Act, as required by law.

27. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Contractor certifies, to the best of his or her knowledge or belief, that:
- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally appropriated 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 any employee of a Member of Congress in connection with this Federal Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

28. Federal Prevailing Wage. Federal prevailing wage requirements as required by Federal regulations are not required. **OR**

- a. The work herein proposed shall be financed in whole or in part with Federal funds; therefore, all of the statutes, rules, and regulations promulgated by the Federal government are applicable to work financed in whole or in part with Federal funds and will be applicable to work performed under this Agreement.
- b. Federal requirements for Federal-Aid Construction Projects provisions shall apply to this Agreement and are made a part of the Agreement as Attachment \_\_\_. **OR** The current Federal Prevailing Wage Determinations issued under the Davis-

Bacon and Related Acts shall apply to this Agreement and are made a part of the Agreement as Attachment \_\_\_\_.

- c. The SACOG Project Manager shall notify Contractor when prevailing wages are required and, if applicable such notification shall be contained in each Task Order issued.
- d. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

29. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

- a. Non-Discrimination: Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.
- b. Goals [if required]: The DBE participation goal for this Agreement is \_\_\_\_ percent. Participation by DBE Prime and Sub-consultants shall be in accordance with the information contained in the Bidder/Proposer DBE Information Form ADM 0227F, attached hereto and incorporated by reference into this Agreement.
  - (1) Contractor shall carry out applicable requirements of 49 CFR, Part 26, of the Code of Federal Regulations in the award and administration of federally assisted contracts. The regulations in their entirety are incorporated herein and by reference.
  - (2) Each subcontract signed by Contractor in the performance of this Agreement must include an assurance that Contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.
- c. Prompt Payments of Withheld Funds to DBE and Non-DBE Subcontractors: Contractor shall pay to subcontractor(s) all moneys withheld in retention from the subcontractor within thirty (30) days from receiving payment from SACOG for work satisfactorily completed, even if other work is not completed and has not been accepted in conformance with the terms of the contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

- d. Records: Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.
- e. Termination of a DBE: In conformance with Federal DBE regulation Section 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR, Contractor shall not:
  - (1) Terminate for convenience a listed DBE subcontractor and then perform that work with its own forces (personnel), or those of an affiliate, unless Contractor has received prior written authorization from the Project Manager of SACOG to perform the work with other forces (other than Contractor's own personnel) or to obtain materials from other sources; and
  - (2) If a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor to the extent needed to meet the contract goal.
  - (3) Noncompliance by Contractor with the requirements of this paragraph is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as SACOG deems appropriate.
- f. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Contractor in writing with the date of certification. Contractor shall then provide to the Project Manager of SACOG written documentation indicating the DBE's existing certification status.

30. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

31. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

32. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or

altered except in accordance with Section 12.

33. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

34. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

35. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

36. Ownership; Permission: Contractor represents and warrants that all materials used in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either produced and owned by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor. Consultant shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

37. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
MIKE MCKEEVER, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Miller, Owen & Trost  
Legal Counsel to SACOG

RECOMMENDED BY:

\_\_\_\_\_  
Director

CONTRACTOR COMPANY

\_\_\_\_\_  
*Name, Title*

## EXHIBIT “A”

### Scope of Work

*(Include detailed description of tasks to be performed and timing)*

*(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)*