

REQUEST FOR PROPOSALS

STARNET Systems Integration

Contract Amount
\$3,500,000

November 1, 2007



SACRAMENTO AREA COUNCIL OF GOVERNMENTS
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SACRAMENTO AREA COUNCIL OF GOVERNMENTS

REQUEST FOR PROPOSALS

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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), in California.

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 Transportation Area Network, or STARNET, is a planned information exchange network that will be used by the operators of transportation facilities and emergency responders in the Sacramento region of California. STARNET will enable the real-time sharing of data and live video pertaining to the operation of roadways and public transit, and related public safety activities. It will thereby assist operations personnel in the coordination of their activities and in providing the public with comprehensive information about current travel conditions and options via the region's travel information system (511 interactive telephone service and related web site). STARNET is fully described in the Concept of Operations document (version 2.0), the System Requirements document (version 1.0), the Verification Plan document (version 1.0), and the High Level Design document (version 1.0), which can be found at <http://www.sacog.org/websites/starnet/index.cfm>.

STARNET will be primarily a network of computers. The computer systems to be interconnected (by this contract) are mostly existing ones owned by various public agencies, with some additional systems being provided under this and other contracts. The selected contractor will supply, integrate, install, and make fully operational, computer hardware and software that:

- Extracts data from, and in some cases provides data to, existing computer systems operated by various transportation and emergency response agencies, using existing interfaces available on those agency systems.
- Automatically transmits real-time data between computers in a many-to-many, peer-to-peer network using protocols defined in NTCIP 2306 (XML-based center-to-center protocols for use in intelligent transportation systems) and data and message formats defined in the Traffic Management Data Dictionary.

- Provides an access-controlled web-site for agency operators that provides map-based and table-based views of the current real-time data, with the information displays (map and tables) being automatically refreshed as data change.
- Provides a video distribution system that enables web-based users to select, control (where pan/tilt/zoom controls are available and access privileges allow), and view live streaming video from any CCTV camera regardless of which agency owns the camera.
- Provides a web-based incident tracking application that automatically collects and displays incident data from source systems, allows users (subject to access controls) to enter and edit information about incidents, and provides incident data to the 511 regional travel information system.
- Provides the dynamic content (map, tables, and streaming video similar to those described above for agency operators) for the Sacramento 511 web site.

This is a partial and simplified description of work to be performed under this contract. A more complete description can be found in the Scope of Work section, and in auxiliary documents referenced there and above.

SACOG will be separately responsible for updating the static elements of the region's 511 web site. That updated web site will reference and incorporate dynamic web pages (map, tables, streaming video) generated by the STARNET system. The STARNET systems integration contractor will be responsible for those dynamic elements.

Work to upgrade the region's 511 travel information phone system is not included. A separate contract will be awarded for that purpose, soon after award of this contract. However, this STARNET integration contract does cover provision of a center-to-center data exchange interface for the upgraded 511 phone system, as it does for all of the involved computer systems, and generation of the text (not voice) of the dynamic content of messages disseminated by the 511 phone system.

In general, third party computer systems will not be modified in order to establish an interface. Instead, any suitable existing one-to-one interface available in each system will be used, with translation between that and the standard many-to-many interface.

This request for proposals (RFP) is the first step in a process to procure the services of a systems integrator to implement STARNET in accordance with the STARNET System Requirements document. After proposals are received and evaluated, selected responders may be invited to an oral interview and a final short list may be invited to submit a "best and final offer".

III. PRE-SUBMITTAL CONFERENCE AND CONTACT INFORMATION

A pre-submittal conference will be held at 10:00 AM on Tuesday 13th November, 2007 at SACOG offices, Suite 300, 1415 L Street, Sacramento. To participate in this meeting by phone, send an e-mail to the SACOG project manager (see below) requesting the phone number and conference code, during the four business days preceding the conference (not on the day of the conference). This e-mail must include the name, organization, and contact information of those planning to participate by phone. Parties participating by phone should also announce

themselves when first joining the conference. SACOG cannot assure those planning to participate by phone that they will be able to hear all that is said during the conference. A recording or transcript of the conference will not be available.

This conference will provide an opportunity for interested parties to hear a brief summary of the Project and the RFP requirements and process, and to ask questions. Participation in this conference is not mandatory, but is recommended. A written summary of questions and responses during the meeting will be made available to all participants and others.

Responses to this RFP, and all enquiries, should be directed to the SACOG project manager as follows:

David Shabazian
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

DShabazian@sacog.org

Any substantive information provided to enquirers will be made available to other interested parties. Interested parties cannot be assured of a response to enquiries submitted after the pre-submittal conference. In any case, no enquiries will be responded to on or after the day on which information from the pre-submittal conference is distributed, unless an addendum is issued that allows for further enquiries.

IV. SCOPE OF WORK

The selected systems integration contractor (Contractor) will be expected to perform all work necessary to complete the implementation of STARNET (Project) including all activities described in this Scope of Work. Respondents are free to suggest additional or alternative tasks and deliverables if they feel they would better address the objective of deploying STARNET as described in the Concept of Operations and System Requirements documents.

Task 1 – Project Oversight

The Contractor shall provide a Project Manager who will act as the principal contractor contact for SACOG and other involved agencies and organizations. The designated Project Manager will be responsible for the completion of activities associated with the performance of this project, including project planning activities and the tracking of costs and resources associated with each aspect of the project. The Contractor's Project Manager will communicate directly with the SACOG Project Manager or their designee, such as the STARNET Technical Assistance consultant (Siemens).

Task 1.1 – Project Management

The Contractor shall arrange and manage whatever resources are necessary to complete the Project in accordance with the agreement between SACOG and the Contractor.

Task 1.2 – Project Coordination

The Contractor shall coordinate project activities, including design and implementation, with the involved public agencies and associated third parties. This will include, but not be limited to, communicating with those involved in other projects and activities that may impact STARNET or which STARNET may impact, to identify any changes needed to those other projects and activities or to the Project. Any changes needed to the Project are to be brought to the attention of the SACOG Project Manager for resolution.

Task 1.3 – Project Administration

The Contractor's Project Manager shall participate in monthly project management meetings with the SACOG Project Manager and others. At least four such meetings per year are to be face-to-face meetings. Other meetings may be held by telephone if and when feasible. Three work days prior to each meeting, the Contractor's Project Manager shall provide a written (e.g., e-mail) Project status report that describes significant work performed since the previous report, the state of completion of each task, the status of each system component when relevant including results of internal testing and other software progress metrics, describes outstanding issues and significant potential problems that are impacting or may impact the Project, identifies prior issues and problems that have been resolved, and provides an updated summary Project time schedule. Issue papers and other reference material should be attached or referenced as appropriate. An invoice should be submitted at the same time or shortly after each status report submittal.

Deliverables:

Project Status Reports - monthly

Invoices - monthly

Task 1.4 – Project Changes

When the Contractor and SACOG agree that a change in the scope of work is needed, the Contractor shall provide supporting material and prepare proposed scope of work wording, cost estimates, and time schedules as requested as part of negotiation of a work amendment.

Task 2 – Configuration and Data Management

At the commencement of the project, prepare a plan for the Contractor's management of the configuration of all system components for which the Contractor is responsible, management of data generated about the system, and manage such configuration and data for the duration of the Contract or until taken over by SACOG or others. Ensure the plan is compatible with the overall STARNET Configuration Management Plan, and provides documentation suitable for use in subsequent configuration management by others. Proposers are discouraged from adopting tools and formats that are not easy for untrained agency personnel to use in subsequent configuration management after hand over. Identify the types of items to have their configuration documented, the form of documentation including tools to be used, change control procedures, change notification and recording procedures, and data management procedures. A draft configuration and data management plan shall be submitted for review by SACOG and other involved parties, followed by a final version addressing all comments.

As the project progresses, follow the approved configuration and data management plan and maintain related documentation of the components for which the Contractor is responsible. Provide SACOG with a new version of such documentation when it changes, or provide an on-line shared-access version.

Deliverables:

Draft Configuration Management Plan for components for which Contractor is responsible.
Final Configuration Management Plan for components for which Contractor is responsible.
Initial, and updates to, configuration documentation.
Data management.

Task 3 – Detailed Design

At the commencement of each phase of the Project, the Contractor shall prepare a detailed design for the system elements involved in that phase. Design work includes coordinating with the owners and suppliers of existing computer systems being implemented. Detailed designs shall provide sufficient information for SACOG and other involved parties to determine that the installed system components will fully address system requirements. The following are examples of information that may be relevant for any particular phase of the Project.

- a) A list of the system requirements (from the agreement negotiated between SACOG and the Contractor) being wholly or partially addressed by this phase of the Project, with a cross reference to the detailed design elements that address the requirement.
- b) A detailed description of all computers and related equipment, including firewalls, to be implemented during that phase of the Project.
- c) A description of all software components to be implemented or interfaced with, and a description of how they will interact.
- d) A description of all communications interfaces (interface control document) and application programming interfaces that will be used.
- e) A description of significant algorithms and logic implemented in the software. Include flow charts or similar as appropriate.
- f) Documentation of administrator configuration options and configuration value ranges and constraints.
- g) Documentation of size and performance constraints such as maximum number of linked nodes, maximum number of database records, maximum number of users, etc.
- h) Mock-ups or examples of proposed user interface web page layouts, dialogs, and use sequences for relevant scenarios described in the STARNET Concept of Operations. Include a description of how dynamic elements of user-interfaces refresh. Include a description of timeouts and error conditions and how such conditions are conveyed to the user.
- i) Identification of specific communications hardware, software, and Internet or other wide-area network links, and configuration thereof, needed at each node to be brought on-line during that phase, consistent with the current information technology policies and standards of the owning agency. Include details of IP address ranges or other sub-network definitions where appropriate.

- j) A work plan for the Project phase, including a description of the logistics and time schedule for providing, integrating, testing, and user training for each component identified in the detailed design.

Detailed designs shall be provided in a format and level of detail sufficient for SACOG to use them in on-going system maintenance and configuration management. A draft detailed design document shall be submitted for review by SACOG and other involved parties, followed by a final version addressing all comments. Acceptance by SACOG of a detailed design will not constitute acceptance of the software, or waiver, with regard to any system requirement. Prior to final acceptance of a component, the Contractor shall update the relevant detailed design documents to reflect any changes made during implementation and acceptance testing.

Deliverables:

Draft Detailed Design – for each Project phase
Final Detailed Design – for each Project phase
Updated Detailed Design – for each Project phase

Task 4 - Acceptance Test Plan

For each phase of the Project, prepare an acceptance test plan, in accordance with the STARNET Verification Plan, that describes procedures and methods for testing all relevant system requirements, as identified in the detailed design. The test plan will include tests and procedures for each component (deliverable) within the phase including its interaction with other components. A draft acceptance test plan shall be submitted for review by SACOG and other involved parties, followed by a final version addressing all comments.

Deliverables:

Draft Acceptance Test Plan – for each Project phase
Final Acceptance Test Plan – for each Project phase

Task 5 – Implementation

For each Project phase, procure, integrate, install, configure, and test all hardware and software components as described in the Detailed Design and as needed to fully address the relevant System Requirements. Coordinate with involved agencies as needed to schedule work on their premises or work involving their computer systems, communications links and equipment, or other facilities.

Deliverables:

To be determined prior to signing the agreement between SACOG and Contractor. See Payment section below.

Task 6 – Documentation and Training

For each phase of the Project, provide user, administrator, configuration, and expansion documentation as required by the system requirements contained in the agreement. Provide this

documentation prior to the first training session. For each phase of the Project, conduct multiple training sessions as appropriate for the involved deliverables and the extent to which interim deliverables are usable prior to completion of subsequent deliverables.

For each training session, a draft set of documentation shall be submitted for review by SACOG and other involved parties, followed by a final version addressing all comments. Submission of acceptable documentation will be one of the requirements subject to acceptance. Submit all documentation in Microsoft Word format unless an alternative is approved by SACOG.

Provide at least three one-day training sessions for users and administrators for each system component. Training shall be provided for multiple components in any one-day training session to limit the number of separate training courses. Assume that up to 35 people will attend each training session. Schedule training sessions at least one month in advance. Conduct one training session at the time the component group is first made operational and able to be used by agency personnel, even though some components may not yet be accepted. Conduct another training session after all components in the group have been accepted. Conduct a third training session for each group of components three months after acceptance as a refresher and opportunity for new personnel to be trained. Proposals should indicate the proposed number of training courses (component groups).

Training will be conducted at a suitable facility arranged by SACOG in the Sacramento area. Internet access and computers used by students will be arranged by SACOG. At least two days prior to a training session, provide SACOG with a soft copy of all presentations and documentation to be used during that session. All training is to be conducted by personnel with extensive hands-on experience with the involved software.

Deliverables:

- Draft Users Manual – for each system component or group of components
- Draft Administrators Manual – for each system component or group of components
- Draft System Configuration – for each system component or group of components
- Draft System Expansion Guide (if not included in Administrators Manual)
- Final Users Manual – for each system component or group of components
- Final Administrators Manual – for each system component or group of components
- Final System Configuration – for each system component or group of components
- Final System Expansion Guide (if not included in Administrators Manual)
- Training Materials – for each training session
- Training Session 1 – for each component or group of components
- Training Session 2 – for each component or group of components
- Training Session 3 – for each component or group of components

Task 7 – Acceptance Testing

For each deliverable subject to acceptance testing, conduct acceptance testing in accordance with the approved acceptance test plan. Correct problems and repeat testing as needed to gain complete system acceptance. The Contractor will conduct acceptance tests witnessed by a SACOG representative. The Contractor will record test results in a test report and have the test

report signed by the SACOG representative. As a penalty for late acceptance, the portion of payment holdback on subsequent deliverables will be increased as acceptance is delayed. All component tests will be repeated when any change is made to correct a particular test failure. The Contractor will therefore be encouraged to ensure the component passes all tests prior to arranging a formal acceptance test session. Each acceptance test report will document any outstanding issues that inhibit acceptance. Each formal testing session should be scheduled at least three weeks in advance.

Deliverables:

First Acceptance Test Report – per component

Second Acceptance Test Report – if needed – per component

Task 8 – Licenses, Warranty, and Escrow

The Contractor shall provide a non-exclusive perpetual license to SACOG for all involved software not already suitably licensed to SACOG or another stakeholder. All third party hardware and software shall be purchased in such a way that SACOG or other stakeholder agency as selected by SACOG is the original registered owner and licensee.

The Contractor shall put the source code in escrow for all software, excluding third party off-the-shelf software, used in the delivered system and owned by the Contractor or its team members. Software source code, including build files and all tools (including compilers) and documentation relevant to on-going software maintenance, shall be deposited with the escrow agent as soon as each module is substantially complete and shall be refreshed with the current operational version and in-progress modified versions at least monthly thereafter as changes are made. The Contractor shall demonstrate that the deposited materials are sufficient for a third party to take over software development and maintenance if needed.

The Contractor shall arrange a source code escrow agreement with a reputable escrow agent approved by SACOG. The escrow agreement shall allow SACOG to have access to the software held in escrow if the Contractor becomes insolvent, ends support for the software, or fails to remedy software failures required under this contract, including warranty, or under any subsequent software maintenance agreement. The escrow agreement shall require the escrow agent to verify each deposit and to notify SACOG of the content of each deposit. The Contractor shall pay all initial and on-going fees associated with the escrow account until termination of this contract, and such costs are assumed to be allowed for in the fixed price of software deliverables. SACOG will pay escrow fees thereafter. The Contractor shall arrange for transfer of escrow agent billings to SACOG at that time.

The Contractor shall provide a one-year warranty for all system integration work. The warranty period for each component will commence upon acceptance. During the warranty period, the Contractor will correct any malfunctions resulting from their software or systems integration work.

Deliverables:

Software licenses

Third party hardware and software ownership and/or license papers

Source code in escrow (if applicable)

Warranty repairs (upon occurrence of a malfunction)

Task 9 – System Maintenance and Support

The Contractor shall provide maintenance and support for all installed components until three years after acceptance of the last component. In addition to routine maintenance, the Contractor shall provide specific system support tasks as identified during the Project. A work plan and price for each support task will be negotiated prior to commencement of the work. Examples of potential support tasks include: adding another node to the network, making a user-requested (via SACOG) change to the system software, adding back-up servers not originally specified, ongoing configuration management, and providing additional hardware to replace failed units or as spares. Where applicable, deliverables under this task will be subject to acceptance testing, and retainage as described below. The budget for this task is \$400,000 and is included in the overall project budget.

V. PAYMENT

Payment for all work will be lump sum per deliverable, with holdbacks (retainage) until successful acceptance testing where applicable. The final scope of work, deliverables, and payment terms will be negotiated with the selected respondent. In general, proposals that involve less change or negotiation will be favored. A best and final offer may be requested to give short-listed respondents an opportunity to refine their proposals, but there is no assurance that such an opportunity will be provided.

Deliverables subject to acceptance testing will receive partial payment upon successful passing of all demonstration acceptance tests (as opposed to operational or “burn-in” acceptance tests). The intent is to define multiple interim deliverables suitable for measuring progress and providing progress payments based on completion and receipt of each deliverable. Software, and any other deliverables subject to acceptance testing, will not be considered “delivered” until they pass demonstration acceptance tests to the extent needed to commence the operational (burn-in) test, as described in the STARNET Verification Plan. At the time of delivery of a component, a portion of the total fixed price payment for that deliverable will be paid to the Contractor, as described below. A portion of the payment for the deliverable, here referred to as retainage, will be held back and paid only after successful completion of all acceptance testing of that component, including the operational (burn-in) test.

During proposal preparation and contract negotiations, the Contractor is encouraged to identify and negotiate interim and staged deliverables that can be acceptance tested independent of subsequent deliverables so as to minimize the amount of payment retainage at any time. In addition, a percentage of the sum of all payments for all deliverables (including deliverables not subject to acceptance testing) for an entire Project phase will be held back until final acceptance of all components in the phase. Project phases are described in a following section.

At the start of the Contract, the retainage for deliverables subject to acceptance testing will be 30%, and the retainage for Project phases will be 15% of the sum of the amounts paid, and amounts to be paid, for all components of that phase that are subject to acceptance testing. Phase retainage will be retained from payments for the last retainage-applicable deliverables within the phase, so as to minimize the time during which phase retainage is held. For example, if at the time of an invoice the phase retainage is 20%, any portion of that invoice payment that would cause the total of payments for the phase to exceed 80% of the total of all deliverables in the phase (including those not subject to acceptance testing) will be retained until all testable components in the phase are accepted. Retainage for a component will be paid upon acceptance of that component, unless all or part of such payment also constitutes part of the phase retainage. Retainage for a Project phase will be paid upon acceptance of all components in that phase.

The amount of retainage applicable to a particular deliverable may vary depending on the Contractor’s prior performance in meeting delivery deadlines. The following table describes how the retainage will be calculated. A spreadsheet will be provided to automatically calculate the retainage applicable for each deliverable and Project phase.

Time Period Definition	First Retainage Adjustment for a Given Time Period	Subsequent Retainage Adjustments	Maximum Adjustment
Period of time that a particular deliverable’s delivery or acceptance (greater of the two) is currently overdue, or was overdue at the time of delivery or acceptance.	Two percentage points increase in retainage upon missing a component delivery or acceptance deadline (one only - first to occur), even by one day.	One further percentage point increase in retainage for each 30 days that the same component’s delivery or acceptance (greater of the two) is or was overdue.	Retainage for a particular deliverable will never exceed 60%. Retainage for a Project phase will never exceed 30%.
Continuous period of time without any deliverable’s acceptance being overdue, not counting time before acceptance of first on-time deliverable subject to acceptance testing.	Ten percentage points decrease in retainage after ten months without any deliverable’s acceptance being overdue.	One further percentage point decrease in retainage for each additional 30 days without any deliverable being overdue.	Retainage for a particular deliverable will never be less than 20%. Retainage for a Project phase will never be less than 10%.

Retainage calculated according to the above table applies to subsequent deliverables for which acceptance testing is applicable, including those in subsequent phases. Retainage increases are not retroactive to deliverables that have already been delivered, even those not yet accepted. Thus the retainage that applies to a particular deliverable is calculated once, at the time of delivery. The phase retainage is also re-calculated at that time.

The contract will specify a latest delivery date (delivery due date) and latest acceptance date (acceptance due date) for each deliverable subject to acceptance testing. Retainage increases are cumulative in the case of multiple deliverables' being overdue, even when such overdue time periods overlap.

Payments will be made in response to invoices submitted no more frequently than monthly. Each invoice will show deliveries and acceptances achieved since the previous invoice, the date of delivery or acceptance, and the amount now due after deducting any applicable retainage. SACOG will check the dates and retainage calculation before paying the invoice.

The progress of work will be subject to interim notices to proceed for tasks, phases and perhaps subtasks and sub-phases, as may be needed to control the order of work or due to staged availability of funds.

VI. PROJECT TIMETABLE

- 1st Nov 07 Issue Request for Proposals
- 13th Nov 07 Pre-submittal conference (unless different from conference date stated above, in which case the date above applies)
- 7th Dec 07 Closing date for receipt of proposals (unless different from proposal due date stated below, in which case the date below applies)
- 20th Dec 07 Finalists contacted to schedule interviews (if needed)
- 8th Jan 08 Conduct oral interviews (if needed)
- 11th Jan 08 Request best and final offer from finalists (if needed)
- 25th Jan 08 Receive best and final offers from finalists (if needed)
- 29th Feb 08 (or sooner) Contract award, execute contract
- 5th Mar 08 (or sooner) Start of Project/Begin Work

Proposals must be received by SACOG no later than **5:00 PM on Friday 7th December, 2007**. Deliver proposals to the SACOG project manager (see name and address above). If mail delivery is used, the responder should mail the proposal early enough to provide for arrival by this deadline. Responder uses mail or courier service at their risk. SACOG will not be liable or responsible for any late delivery of submittals. Proposers shall submit **one originally signed proposal and eight copies** in a sealed envelope or package clearly marked "Proposal for STARNET Systems Integration". Faxed or e-mailed documents will not be accepted.

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

VII. GENERAL CONDITIONS

A. Limitations

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

Until award of a contract, the proposals will be held in confidence and will not be available for public review. No proposals will be returned after the deadline set for delivery thereof. All proposals become the property of SACOG. Upon award of a contract to the successful responder, all proposals will be public records.

B. Award

All proposals, including those not involved in interviews or a best and final offer, will be ranked in order of preference. SACOG will then attempt to negotiate a contract with the top-ranked firm. If such negotiations are unsuccessful, that respondent will be so notified, and negotiations will commence with the next ranked respondent, and so on. SACOG's standard agreement is attached to this RFP for review.

Proposers are advised that while funding sources have been identified and it is the intent of SACOG to contract with the successful responder for the full amount of the contract funds identified on the cover of this RFP, staged availability of funding may require the agreement between SACOG and the Contractor to have later stages of the work be contingent on availability of some funds.

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.

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 procurement process.

E. Precontractual Expense

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

1. Preparing proposals or other submittals and presentations in response to this RFP or subsequent requests.
2. Delivering proposal or other submittals to SACOG.
3. Negotiations with SACOG on any matter related to this procurement process.
4. Other expenses incurred by a contractor or responder prior to the date of award of any agreement.

In any event, SACOG shall not be liable for any precontractual expenses incurred by any responder or selected contractor. 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 must provide the following information: name, title, address and telephone number of an individual with authority to bind the responder 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 responder firm and shall contain a statement to the effect that the proposal is an accurate representation of the responder's qualifications and proposed solution, and that the proposal is a firm offer valid for a period of at least 90 days.

G. Contract Arrangements

The successful responder is expected to execute a contract similar to SACOG's Standard Agreement, which meets the requirements of SAFETEA-LU. 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.

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.

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.

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.

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.

VIII. PROPOSAL CONTENT AND ORGANIZATION

The intent of this request for proposals (RFP) is to determine which responders are best able, in terms of their team and their proposed solution, to perform the scope of work in a timely manner given the STARNET system requirements and the project budget.

Proposals should be limited to specific discussion of the elements outlined in this RFP. Responders are encouraged to avoid submissions that are long winded, poorly organized, or in which important information is obscured by unnecessary material. Short, succinct, and clear submittals are less likely to be marked down due to uncertainty as to meaning or misinterpretation. The evaluation panel will assume the most unfavorable interpretation when information is unclear, ambiguous, or missing.

The organization of the proposal should follow the general outline below. The Technical Approach section should not exceed 20 pages exclusive of the requirements compliance table. Proposals will not be rejected if this limit is exceeded, but may be marked down if the content is not concise and relevant.

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 responder 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, though a copy may be bound with each copy of the proposal if desired.

2. Table of Contents

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

3. Introduction

In this section, the responder should demonstrate an understanding of the project and provide a brief overview of the team, its qualifications, and the proposed solution.

4. Technical Approach

This should include:

- a) A complete description of the proposed solution and integration approach, including what existing software will be used, what software will be developed, how it will be integrated, how unknowns will be addressed, any assumptions made, the attributes of the solution and approach that minimize the risk of failure to meet STARNET requirements or failure to meet the time schedule, and the attributes of the solution that will facilitate future expansion and enhancement of STARNET.
- b) A table that indicates how, and the extent to which, the proposed solution addresses each of the STARNET system requirements. An Excel spreadsheet file was supplied with the RFP for this purpose. Where a deviation from the requirements is proposed, explain the extent and nature of any partial or alternative solution. Any ambiguity or lack of information in this regard will be interpreted to the responder's detriment.
- c) A work plan that describes the work tasks and subtasks to be undertaken (see suggested high-level tasks above), the deliverables for each task and subtask, and what team members will be responsible for each element of the work.
- d) A project time schedule that provides the proposed time of delivery and time of acceptance (for deliverables subject to acceptance testing) of each deliverable identified in the work plan.
- e) A cost breakdown, showing the price of each deliverable identified in the work plan, and subtotals and totals as appropriate and illustrating how the proposed work plan is affordable within the project budget. Proposals that cost less than the budget available will be considered if they appear feasible, with any unassigned budget being added to the System Maintenance and Support Task. Proposals that offer functionality and features beyond the requirements for the given budget will also be considered. Proposals that have a cost greater than the stated project budget will not be considered, but alternative solutions each of which is affordable within the available budget will be considered. Hence a responder may suggest alternative packages each of which addresses a different subset of the requirements, if all requirements cannot be met within the available budget.
- f) A description of the responder's prior experience with the proposed solution.
- g) Information about demonstrable examples of the solution or solution components that the evaluation panel can view and preferably interact-with independent of the responder. Live, operational systems, especially web-based systems, are preferred as demonstrations, and will be more credible to the evaluation panel. The evaluation panel may not be able to travel to view examples of operational systems.

- h) Contact information for prior or current customers to which the evaluation panel can speak to gain an assessment of their experience with previous deployments of the proposed solution or portions thereof.
- i) Information about the tools and procedures that will be used, including those to be used for; project management, design, prototyping, stakeholder review of proposed user interfaces, requirements tracking, configuration management, testing, quality control, and software development (including the development environment). Be sure to address each of these items.

SACOG and associated agencies expect to expand STARNET in the future by adding more node systems. Also, existing node systems will need to be upgraded or replaced over time. Users may also require future enhancements to the functionality provided by the Contractor. Proposals should include an explanation of how the proposed solution will accommodate or facilitate such future changes, and the options that SACOG and associated agencies will have in making future changes, with or without repeated use of the Contractor.

No deadline or specific time schedule has been established for STARNET deployment. A staged implementation is preferred, assuming that will result in earlier availability of useful components. The following implementation phases are a staging example that illustrates the stakeholders' priority for deployment of various components. The components listed here are described in the Concept of Operations, System Requirements, and High Level Design documents.

It is not mandatory to use the following staging. Responses should include a discussion of the proposed implementation order and proposed schedule for each major component, the major factors driving or enabling the proposed schedule, and what portions of the system will be made operational and useful without waiting for subsequent components. A maximum of four phases is allowed, and three are preferred, with all components within a phase and prior phases being fully integrated and functional at the completion of that phase. Acceptance testing will include testing of such integrated operation at the end of each phase.

Phase I

- Provide the Regional Transportation Management Display node (also referred to as the Regional Display).
- Integrate at least the following nodes: Caltrans Performance Measurement System known as PeMS (freeway vehicle detector data source), Caltrans traffic management system (changeable message sign data source), California Highway Patrol computer aided dispatch system (incidents source), Sacramento Regional Transit's incident (service disruptions) tracking system (incidents source), and 511 traveler information system (sink for nearly all data).
- Enable at least 60 CCTV cameras to be viewed by both Regional Display users and 511 web site users. Assume these are cameras that already have encoders capable of providing a video stream for web distribution and that camera control is not provided in this phase of the work.

Phase II

- Add all remaining video sources, including camera control.
- Integrate at least the following nodes: Sacramento County incidents and lane closures database (incidents source), Sacramento Regional Fire computer aided dispatch system (incidents source), City of Sacramento police computer aided dispatch system (incidents source), Yolo County Communications Emergency Service Agency computer aided dispatch system (incidents source).

Phase III

- Integrate all remaining nodes.

Two existing systems, the City of Sacramento's TransSuite traffic signal system and Sacramento County's ACTRA traffic signal system, will require some modification to implement an interface capable of supporting the STARNET requirements. Responders should assume that they will subcontract with the suppliers of these systems to effect such modifications at a cost of \$50,000 for each system. Include the cost of these subcontracts. For other existing systems (excluding CCTV systems), it should be assumed that an existing interface available on the system is capable of supporting the STARNET requirements.

With regard to computer and communications hardware, responders should assume that they will need to provide computers, and local area networks (Ethernet switches) for such computers, for the Regional Display node, for video stream servers, and for gateways, as shown in the STARNET Overall Architecture diagram in the High Level Design document. Assume that others will provide all external communications links and equipment between those computers and the Internet and between those computers and node computers not supplied by the Contractor, including routers and firewalls. Responders are free to use an architecture other than that shown in the High Level Design document, as long as it meets system requirements and as long as it is described in the proposal.

It is not essential that a proposed solution meet every system requirement. Failure to meet one or more system requirements will not automatically result in disqualification. However, all other things being equal, a proposed solution that fully meets all requirements will be favored over one that does not. The requirements have been prioritized so that responders can judge which are more important to the stakeholders. Where a responder's proposed solution deviates from the system requirements, the proposal shall fully describe the reason for the deviation. SACOG is interested in proposals based on re-use or minor modification of existing software, even though such software may not fully address the system requirements. Such a solution may be particularly attractive if it can be implemented rapidly.

The evaluation panel will also consider the value of functionality that goes beyond the stated requirements, though there is no assurance that any such offer will be judged to be of significant value. On the other hand, a proposed solution that seems too good to be true in terms of its claims may be judged as unrealistic unless supporting information clearly explains how it can be provided within budget, within a reasonable time schedule, and with a low risk of failure. Also, the selected integrator's payment for services will be contingent on acceptance testing of all requirements they claim to meet, including any that go beyond the currently defined system

requirements. The system requirements that an offeror claims to meet will be documented during the contractor selection process, including “best and final offers” if necessary, and will become part of the Contractor agreement.

Responders are free to propose a work plan that does not mirror the tasks in the Scope of Work above, as long as all aspects of the work are covered. The proposed work plan of the selected responder will be incorporated in the agreement between SACOG and the Contractor.

5. Team Members and Their Qualifications

The proposals must state the full name and role of each firm participating on the responder’s team, and clearly indicate which firm is the prime. Describe the relevant qualifications and experience of each firm, and of key personnel involved from each firm. Include a resume for key persons on the team. Indicate the project manager and their experience in managing similar projects. Describe the team’s experience with center-to-center protocols and messages, and interfacing to third party existing systems. Describe the team’s experience with web-based video distribution. Describe the team’s experience with web pages that display real-time information and streaming video.

Include a letter from each subcontractor committing to their role on the team.

Proposals must describe the nature and outcome of projects previously conducted by the responder which are similar 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 any key team members who were involved. Two to three similar qualifications and references should be provided for each subcontractor.

6. Optional Information

Proposals may include other material that may assist in evaluating the proposal. Examples include excerpts from users manuals, product specifications, and testimonials. Such material should be kept separate from the Technical Approach, with references there as needed. References to on-line materials are also appropriate.

7. Other Required Information

Proposals must include the following additional materials.

- a) A written statement of any requested changes to the standard agreement attached hereto as Exhibit A or conditions contained in this RFP that will become part of the agreement. Proposed agreement wording changes not disclosed in this way will not be considered during contract negotiations. The number and nature of requested changes will be considered is evaluating proposals, as it pertains to the anticipated difficulty of negotiating an agreement and the impact on SACOG if requested changes are accepted. It is recognized that some clauses in the standard agreement, including those related to

payment and ownership, are in conflict with other elements of this RFP and will need to change.

- b) A filled-out and signed copy of the Disadvantaged Business Enterprise Information Form attached to this RFP as Exhibit B.
- c) A filled-out and signed copy of the Debarment Certification Form, attached hereto as Exhibit C.
- d) A filled-out and signed copy of the Levine Act Disclosure Statement, attached hereto as Exhibit D.
- e) A written statement of any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under the agreement for services to be awarded pursuant to this RFP. If the responder has no conflict of interest, a written statement to that effect shall be included in the proposal.
- f) A copy of the prime firm's affirmative action policy (applicable for firms with 50 or more employees). A single separate copy may be supplied and need not be bound with each copy of the proposal.

IX. EVALUATION AND SELECTION

An evaluation panel made up of personnel from SACOG, local agencies, and the STARNET Technical Assistance contractor (Siemens) will evaluate the proposals. Responders may be contacted and asked for further information, if necessary, and may be requested to assist in solution demonstrations. Previous clients will be called for reference checks. Note that due to their role as the STARNET Technical Assistance consultant, Siemens and their subcontractors are excluded from participation in the STARNET integration contract.

The evaluation panel will identify a short list of the most qualified respondents. The most qualified respondents, and their proposals and proposed solutions, will be further evaluated and all or some subset thereof may be invited to participate in an oral interview. All or some subset of those respondents invited to participate in interviews may then be invited to submit a best and final offer. Any such submittals will be evaluated. Using information obtained from all stages of the evaluation, all responders will be ranked.

Evaluation criteria will include considerations such as:

- The experience and qualifications of the firms and key personnel involved.
- Understanding of the project and its requirements.
- Extent to which the proposed solution meets or exceeds system requirements.
- Evidence that the proposed solution can be successfully deployed within budget and within a reasonable time schedule.
- The maturity and stability of the proposed solution and the firms on which it relies.

- The availability of on-going support for all components of the solution.
- The extent to which the proposed work plan, definition of deliverables, cost breakdown, and time schedule, are detailed and suitable for inclusion in an agreement without further refinement or negotiation.

In addition, participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged.

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EXHIBIT A
STANDARD AGREEMENT

(See next page)

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
STANDARD AGREEMENT**

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. Disallowed costs must be reimbursed to SACOG within sixty (60) days unless SACOG approves in writing an alternative repayment plan.
- 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; however, SACOG, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by SACOG of all final products. 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, photostating, 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 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, computer records, accounts, documentation, and all other materials pertaining to the performance of 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 designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of 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, Disadvantaged Business Enterprise Participation.

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 Indemnatee, whether active or passive, excepting only such injury or death as may be caused by the sole, active negligence or willful misconduct of an Indemnatee. 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:

POLICY	MINIMUM LIMITS OF LIABILITY
(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 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 in excess of \$5,000 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 warrants 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, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide SACOG or its designees 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 to determine compliance with any applicable federal and state laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the 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.

b. If so directed by SACOG upon expiration of this Agreement, the Contractor shall cause all Records 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 of SACOG, which agreement shall not be unreasonably withheld. 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 certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has 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 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 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. Contractor shall complete the Debarment Certification Form, attached hereto as Exhibit "B."

27. 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.

28. 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 requirements of the Act, as required by law.

29. 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.

30. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award. In any event, Contractor shall complete the DBE Information Form attached to this Agreement as Exhibit "C" so that SACOG may compile statistics for federal reporting purposes.

- 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. 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.
- b. 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.
- c. 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.

- d. 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.
 - (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.
- e. 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.

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

31. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "D."

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Ownership; Permission:

- a. Contractor agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." 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.

39. 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 B
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Sacramento Area Council of Governments (SACOG) and the U.S. Department of Transportation that DBE’s have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of SACOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. While SACOG may set a “DBE Availability Advisory Percentage,” meeting this percentage is not a condition for being eligible for award of the contract. The purpose of this form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the bidder or proposer shall check the “No DBE Participation” option below (Option #1), and sign and return this form with its proposal.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s. The CUCP database may be accessed on-line at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE Participation Information

(Bidder/Proposer must check Option #1 or #2 below, provide required information regarding certified DBE’s, and sign this Information Sheet on page 2)

_____ **Option #1 - No Certified DBE participation proposed for this contract.**

_____ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**
(Please attach an additional sheet if necessary)

_____ Name of Certified DBE	_____ DBE Certification No.
_____ DBE Address	_____ DBE Telephone No.
_____	_____ DBE E-Mail Address
_____ Capacity of DBE (e.g., contractor, subcontractor, vendor)	_____ \$ Amount DBE Participation
_____ Description of services or materials to be provided by DBE	

_____ Name of Certified DBE	_____ DBE Certification No.
_____ DBE Address	_____ DBE Telephone No.
_____	_____ DBE E-Mail Address
_____ Capacity of DBE (e.g., contractor, subcontractor, vendor)	_____ \$ Amount DBE Participation
_____ Description of services or materials to be provided by DBE	

Submitted by:

Signature _____
Date

Print Name and Title

Name of Bidder, if different than signatory

EXHIBIT C
DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification 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 transaction or contract (federal, state, or local); 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 presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name and Title

Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT D
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are:

Harold Anderson	James Cooper	Roberta MacGlashan
Ruth Asmundson	Jim Corsaut	Leslie McBride
James Barrington	Roger Dickinson	Steve Miklos
Christina Billeci	Rusty Dupray	Susan Peters
Sherrie Blackmun	Heather Fargo	Rocky Rockholm
Jeannie Bruins	David Flory	Walt Scherer
Linda Budge	Alfred Fortino	Donald Schrader
Christopher Cabaldon	Jim Gray	Dan Silva
Darryl Clare	Lauren Hammond	Helen Thompson
Robby Colvin	Kevin Hanley	
Tom Cosgrove	Peter Hill	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two

hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.