SOUTHERN CALIFORNIA

ASSOCIATION of GOVERNMENTS

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Ventura County: Judy Mikels, Ventura County • Glen Becerra, Simi Valley • Carl Morehouse, San Buenaventura • Toni Young, Port Hueneme

Orange County Transportation Authority: Charles Smith, Orange County

Riverside County Transportation Commission: Robin Lowe, Hemet

Ventura County Transportation Commission: Bill Davis, Simi Valley

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June 22, 2004

REQUEST FOR PROPOSAL NUMBER 05-020

SUBREGIONAL LIAISON SERVICES

The Southern California Association of Governments (SCAG) is soliciting proposals in response to Request for Proposal (RFP) No. **05-020, Subregional Liaison Services**. The RFP is comprised of the following nine parts presented herein as attachments:

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

Firms wishing to respond to RFP No. **05-020** must submit their proposal to the attention of **Anthony M. Piunno, Jr., Senior Contracts Administrator**, by **3:00 p.m.** (Pacific) on **Thursday, July 22, 2004** to the address that follows:

Southern California Association of Governments
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017

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

Respondents should fully address all components of this RFP, especially of the following stipulations:

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

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

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

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

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

- Proposals must be printed/copied on recycled paper that has at least 20% post-consumer material. Ring binders will not be accepted, however, comb binding will be allowed.

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

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

- The three references that are required in Attachment 2 should not include any SCAG staff.

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

- All offerors should ensure that they have completed and submitted a SCAG Vendor/Consultant Application, which has been provided as Attachment 8 of this proposal. Applications can also be obtained on-line at www.scag.ca.gov, under "News and Announcements." The application is mandatory for all primes, but optional for subcontractors. Please be advised that if you received a postcard notification for this RFP, you are on our pre-qualified vendors list and do not need to fill out an application.

- All offerors should be aware of the Insurance Requirements for Contract Award, (Attachment 9, Section 41), and must provide a Certificate of Insurance that indicates compliance with those requirements. The Certificate of Insurance must be provided by the successful offeror prior to contract award.

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

The maximum period of performance for this contract is twenty-two (22) months.

Technical questions regarding the Scope of Work may be directed to Cheryl Collier at (213) 236-1942 or collier@scag.ca.gov. Administrative questions may be directed either to Anthony M. Piunno, Jr., at (213) 236-1887 or Sam Mehta at (213) 236-1813.

Sincerely,

Heather Copp
Chief Financial Officer

SCOPE OF WORK

RFP NUMBER 05-020

TO PROVIDE SUBREGIONAL LIAISON SERVICES TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

BACKGROUND

Organization Overview

The Southern California Association of Governments (SCAG) is the designated Metropolitan Planning Organization for Southern California representing six counties, 188 cities and 14 subregions. The SCAG region includes Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura counties. With over 17 million residents and 38,000 square miles, the SCAG region is the largest and most diverse region in the country. SCAG works with local governments, public agencies and other partners to address the regional issues, such as transportation, housing, the environment and the economy, that are vital in shaping a common future.

SCAG is directed by the Regional Council, a governing body of 75 city and county elected officials and county and transportation commissioners. The Regional Council conducts the affairs of SCAG; implements the General Assembly's policy decisions; acts upon policy recommendations from SCAG policy committees and external agencies; appoints committees to study specific problems and programs; and amends, decreases or increases the proposed budget to be reported to the General Assembly. In addition to the Regional Council, there are four policy committees and various task forces and subcommittees that address specific regional policy and technical planning issues.

SCAG's Roles and Responsibilities

SCAG is officially designated by the federal and state governments as a Council of Governments (COG), a Multi-County Designated Transportation Planning Agency and the Metropolitan Planning Organization (MPO) for the Southern California region. As such, SCAG has a number of formal authorities and responsibilities including:

- Conducting a comprehensive transportation planning process that results in a Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP). Together these documents serve as a basis for transportation decision-making in the region. SCAG is required by federal and state law to develop and adopt a revised RTP at least once every three years, and major transportation projects seeking either federal or state funding must be consistent with the provisions of this plan.

- Developing demographic projections and the integrated land use, housing, employment and transportation programs, measures and strategies portions of the South Coast Air Quality Management Plan.
- Determining, pursuant to the Clean Air Act, the conformity of projects, plans and programs to air quality requirements.
- Reviewing and assessing Environmental Impact Reports (EIRs) for projects of regional significance.
- Conducting inter-governmental review of programs proposed for federal assistance.
- Serving as the Areawide Waste Treatment Management Planning Agency under the federal Water Pollution Control Act.
- Preparing the Regional Housing Needs Assessment allocations for cities and counties.

Regional Cooperation and the Subregions

SCAG considers local input to be critical in the regional planning process. SCAG seeks input and feedback from local elected officials and their staff through fourteen Subregional organizations that have been recognized by the Regional Council as partners in the regional policy planning process. The Subregional organizations represent various areas of the Southern California region that have identified themselves as having common Subregional interests and concerns. The Subregions vary in geographical size, number of local member jurisdictions, staffing, decision-making structure and legal status. Most Subregional organizations have formal Joint Powers Agreement (JPA) status, while some have a less formal organizational structure and status.

SCAG supports the "bottom-up" regional/Subregional policy planning process by identifying tasks and products and budgeting resources for the Subregions in its annual work program. The work performed under contract by the Subregions is consistent with the mandates of the funding agencies and regional policy planning priorities established by the Regional Council.

SCAG is able to maintain a continuing communication with the Subregional members by participating in the monthly Subregional Coordinators Group meeting. The group reviews and provides direction on common policy, technical, administrative and management issues affecting the Subregions and SCAG.

Regional Transportation Plan

The Regional Council recently approved the release of the draft 2004 Regional Transportation Plan (RTP). The RTP provides a projection of the overall growth and economic trends in the SCAG region to the year 2030 and also provides strategic direction for transportation investments during this time period. The RTP is critical in that major transportation projects within the region seeking either federal or state funding must be consistent with provisions in the plan. The RTP serves as a catalyst for linking various transportation agency investments within the SCAG region in order to provide a cohesive, balanced and multi-modal transportation system that addresses regional goals and is consistent with federal and state requirements.

Subregional Liaison Services
SCAG is seeking the services of a consultant to provide Subregional liaison activities with a particular focus in the following Subregions: Ventura Council of Governments, North Los Angeles County Coalition, Arroyo Verdugo, Las Virgines/Malibu Council of Governments, and Westside cities. Consultant should be available to provide Subregional liaison services in additional Subregions as directed by SCAG.
The consultant will be responsible for representing SCAG within specific Subregions; keeping SCAG informed of Subregional activities; identifying opportunities for SCAG to inform their member jurisdictions of SCAG's policies, plans and programs; recommending specific courses of action in working with the Subregions; informing SCAG when direct contact by the Regional Council or SCAG is needed; and improving communications between SCAG and the Subregions.

This will be a ten- (10) month contract with an option to renew for additional twelve (12) months contingent upon budget availability and performance assessment.

SCOPE OF WORK

1.0 Communicate SCAG's policies, plans and programs through discussions, presentations and outreach materials on an on-going basis to the following Subregional organizations in Los Angeles and Ventura counties: Ventura Council of Governments, North Los Angeles County Coalition, Arroyo Verdugo Subregion, Las Virgines/Malibu Council of Governments, and Westside Cities Subregion. Additional Subregions may be assigned, as needed, by SCAG during the contract period.

2.0 Serve as SCAG's spokesperson and actively participate at the board meetings, policy committee meetings, technical committee meetings and other meetings as listed below:

Meetings of the Technical Advisory Committee of:

Ventura Council of Governments
North Los Angeles County Coalition
Arroyo Verdugo Subregion
Las Virgines Malibu Council of Governments
Westside Cities Subregion

Meetings of the following county transportation commissions:

Ventura County Transportation Commission
Los Angeles Metropolitan Transportation Authority (as appropriate)

Other meetings:

Channel Counties Division of the League of California Cities
Los Angeles County Division of the League of California Cities

Desert-Mountain Division of League of Cities
SCAG Subregional Coordinators
Regional Council
City councils of five Subregions
Boards of Supervisors of five Subregions
SCAG policy committees
SCAG outreach programs in five Subregions
SCAG workshops in five Subregions
Other meetings as directed by SCAG

3.0 Advise the Manager of Government and Public Affairs on significant agenda items and actions and inform of critical issues affecting SCAG in the Subregions and actions needed, follow-up meetings, correspondence, reports, etc.

4.0 Provide assistance to Subregional coordinators with TAC and COG meetings. This includes recommendations on agenda items, identification of presenters, delivery of appropriate background materials, and other assistance as requested by the Subregions.

5.0 Make presentations in Subregions as directed by SCAG.

6.0 Conduct or assist in the conducting of outreach efforts related to the RTP and RTIP. Such activities include: distributing materials, requesting presentations, locating venues, identifying presenters, coordinating logistics, ensuring equipment and PowerPoint presentations are present and operational, taking notes on actions significant to SCAG and providing follow-up correspondence.

7.0 Provide recommendations on the scope of work for the evaluation of the RTP Outreach Program.

8.0 Update the Public Involvement and Outreach Plan as needed.

9.0 Identify and follow-up on opportunities for Regional Council members to inform their member jurisdictions of SCAG's policies, plans and programs.

10.0 Maintain on-going contact via oral and written correspondence with the Regional Council members within the designated five Subregions as well as city and county elected officials and staff to determine information or assistance needed from SCAG.

11.0 Recommend individuals to the Regional Council and SCAG committees when openings occur. Provide staffing support to the meeting of the Subregional Coordinators as directed by SCAG.

12.0 Monitor the payment of membership dues and remind agencies that are delinquent in payment.

13.0 Recommend strategies to increase SCAG membership. Work with non-member cities to join SCAG.

14.0 Maintain an office in the Subregion where member agencies and other appropriate entities can phone or visit to have questions answered and/or pick-up relevant SCAG material.

15.0 Prepare and submit a final report detailing successes and challenges that were both achieved and encountered during the length of the contract. This report will include efforts taken to retain member agencies, efforts to ensure active participation of member agencies and efforts taken to identify perspective members.

16.0 Maintain positive interpersonal relations with SCAG employees, elected officials and others.
17.0 Prepare written work that is thorough, accurate, clear and coherent.
18.0 Meet deadlines and alert SCAG when priorities need to be adjusted.
19.0 Take the initiative in identifying work-related issues and work with SCAG to resolve the issues.
20.0 Facilitate information sharing with SCAG and the Subregions, except privileged, legal or personnel information.
21.0 Work to accomplish the organization's goals and objectives with the basis of teamwork.
22.0 Effectively utilize information systems technology, including email, voice mail and electronic calendar.

PROPOSAL INFORMATION, ORGANIZATION AND CONTENT

RFP No. 05-020

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

LETTER OF TRANSMITTAL

- A brief statement of the respondent's understanding of the work to be done and a positive commitment to perform the work within the required time period.
- Identification of the respondent's cost and fee rate and an estimation of the level of effort required to perform the work.
- A list of the names of the individuals authorized to make representations for the respondent, their titles, addresses, and telephone numbers.

TITLE PAGE

An indication of the RFP number and project title; a list of all team members (prime and any subcontractors); local address and telephone and fax number of the prime; name and e-mail address of the prime's primary contact person; and date of the proposal. The provision of a current e-mail address for the prime's primary contact person is critical.

TABLE OF CONTENTS

A clear identification of the material, by section and page number.

TECHNICAL APPROACH

- A statement and discussion of the project objectives, concerns, and sensitive key issues.
- The technical approach for performing the study includes a detailed Scope of Work along with a program for executing the requirements and objectives of the project. A description of the technical approach to be followed for each major task or activity proposed to be performed and annotated outlines of the proposed final report (as applicable) are to be included.
- A discussion of the difficulties expected or anticipated in performing the study, along with a discussion of how the respondent proposes to overcome or mitigate against those difficulties.
- A detailed schedule for completion of the work, including performance and delivery schedules indicating phases or segments of the project, milestones, and significant events.

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

PROFILE OF RESPONDENT

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

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

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

FEE STRUCTURE/FINANCIAL FORM

- A completed line item budget (see Attachment 5).

- A budget summary by task and by SCAG Fiscal Year. SCAG's Fiscal Year is from July 1st to June 30th.

REFERENCES

A list of at least three references, including the names of contact persons within the firms.

SCAG STANDARD CONSULTANT AGREEMENT

The successful respondent will be required to sign SCAG's standard consultant agreement (Attachment 9) in order to receive the contract award. Respondents must identify in their proposal any concerns or objections they would have with any of the contract terms and conditions if selected for contract award. Respondents shall propose alternative language for consideration.

CONTRACT LANGUAGE IS SUBJECT TO CHANGE PRIOR TO CONTRACT EXECUTION.

Aside from proposal content, respondents should also be aware of the following:

PERIOD OF PERFORMANCE

This will be a ten (10) month contract with an option to renew for additional twelve (12) months contingent upon budget availability and performance assessment. Total budgeted contract amount for 22 months is $82,500.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is SCAG's policy to make it known that Disadvantaged Business Enterprises (DBEs), as defined in 49 Code of Federal Regulations, Part 26 are strongly encouraged to apply. Firms wishing to get credit for DBE status must be certified at the time of proposal submission. If you are a certified DBE, you must include a copy of your certification with your proposal. For those vendors/ consultants located within the southern California region, certification must be either from the Department of Transportation (Caltrans), the Metropolitan Transportation Authority, the City of Los Angeles, the John Wayne Airport Authority, or the Orange County Transportation Authority.

PROPOSAL SUBMISSION

The original should be clearly marked/stamped as such. **One (1) original and seven (7) copies** shall be received by SCAG by **3:00 p.m.** (Pacific) on **Thursday, July 22, 2004** to the attention of **Anthony M. Piunno, Jr., Senior Contracts Administrator**, at the address that follows:

Southern California Association of Governments
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017

All submissions are considered a matter of public record.

SELECTION PROCESS

- Proposals will be ranked in accordance with the criteria described in Attachments 3 and 4.
- Respondents may be brought in for interviews.

EVALUATION OF PROPOSALS

Proposals will be evaluated according to the following criteria, which are listed according to their relative weight in the evaluation process:

1. **Technical Approach**
   a. Overall Responsiveness
   b. Related Experience
2. **Consultant Firms**
3. **Project Management**
   a. Staff Qualifications
   b. Project Organization
   c. Reasonableness of Schedule and Budget
4. **Costs**
5. **Reasonableness of Schedule**
6. **DBE Participation**

7. References

NOTIFICATION OF RIGHT TO PROTEST CONTRACT AWARD

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

Deputy Director
Southern California Association of Governments
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
213.236-1825 fax

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

BUDGET PARAMETERS

Any proposal exceeding the budget specified in the RFP will not be accepted. The total available budget for this project is as follows:

Total budget: Not to exceed $82,500 (for 22 months)

Applicable Work Element Number: 05-090.SCGC1

This will be a multi-fiscal-year contract and continued performance under the contract will be subject to availability of funds. SCAG's Fiscal Year is from July 1 to June 30.

SCAG is not responsible for any costs or expenses incurred in the preparation of your proposal.

MISCELLANEOUS

- Debriefings will not be provided by SCAG.
- SCAG reserves the right to reject any and all proposals submitted and to request additional information.
- The contract for this work will be awarded to the firm that the selection committee deems best qualified.
- All applicable documentation must be fully executed by each bidder.
- Every proposal submitted is considered a firm offer that must be valid for a minimum of 90 calendar days.

PROPOSAL EVALUATION FORM

RFP No. 05-020

Consultant Name: _____

Evaluation Criteria	Max. Possible Points	Points Earned	Comments
I. TECHNICAL APPROACH Project Understanding & Approach • Tasks & approach clearly described • Creative/innovative approach • Understanding of Caltrans' processes • Complete/thorough description of work plan	**30**		
II. CONSULTANT FIRMS: • Prime Consultant: • Familiar with regional & local issues • Capability to reallocate resources as needed to meet project schedule • Sub-Consultants: • _____ • _____ • _____ • Each sub provides unique service(s) to the team • Subs are fully capable of performing their tasks • Expertise is clearly required for this study	**25**		
III. PROJECT MANAGEMENT **Project Team:** **(Total hours: _____)** • Reasonable total number & distribution of hours • Qualifications of key individuals • Time commitment of key individuals	**20**		
IV. COSTS (Total contract cost):$_____ • Realistic cost in relation to total hours • Total cost within allocated budget	**10**		
V. REASONABLENESS of SCHEDULE • Total time allocated for each task is realistic • Logical & realistic timing of each task	**10**		
VI. DBE PARTICIPATION	**5**		
VII. REFERENCES • Similar projects completed on time and within budget	**Pass/ Fail**		
TOTAL	**100**		

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

Signature of Evaluator: _____

Agency: _____

INTERVIEW EVALUATION FORM

RFP No. 05-020

Consultant Name: _____

Evaluation Criteria	Max. Possible Points	Points Earned	Comments
I. TECHNICAL APPROACH Project Understanding & Approach • Tasks & approach clearly described • Creative/innovative approach • Understanding of Caltrans' processes • Complete/thorough description of work plan	**30**		
II. CONSULTANT FIRMS: • Prime Consultant: • Familiar with regional & local issues • Capability to reallocate resources as needed to meet project schedule • Sub-Consultants: • _____ • _____ • _____ • Each sub provides unique service(s) to the team • Subs are fully capable of performing their tasks • Expertise is clearly required for this study	**25**		
III. PROJECT MANAGEMENT **Project Team: (Total hours: _____)** • Reasonable total number & distribution of hours • Qualifications of key individuals • Time commitment of key individuals	**20**		
IV. COSTS (Total contract cost): $_____ • Realistic cost in relation to total hours • Total cost within allocated budget	**10**		
V. REASONABLENESS of SCHEDULE • Total time allocated for each task is realistic • Logical & realistic timing of each task	**10**		
VI. DBE PARTICIPATION	**5**		
VII. REFERENCES • Similar projects completed on time and within budget	**Pass/ Fail**		
TOTAL	**100**		

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

Signature of Evaluator: _____

Agency: _____

CONTRACT BUDGET EXPLANATORY INFORMATION

RFP No. 05-020

The sample line item budget on the following page reflects the most common format used to present budget or compensation information in contracts for planning services. Under this format, the consultant is compensated for its costs, plus given a fixed fee. All consultant (and subcontractor) costs must be allowable and consistent with Federal cost principles (see term VII, paragraph F of the MPO/Consultant Contract Boilerplate). Please be aware that the cost-plus-a-percentage-of-cost bid method, where the consultant's profit is a percentage of the reimbursed costs on a project, is not allowed under Federal rules.

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

--Under direct labor, it is preferable to identify professional staff by both name and position. Such a format ties the level of effort to the staff actually responsible for the project.

--Direct labor and fringe benefits must be shown as separate dollar amounts.

--There are no provisions in the contract budget for contingency fees.

--The salary rate quoted should be the highest rate of compensation the staffer/position is expected to receive during the life of the contract. Expected merit or cost-of-living increases should be incorporated into the quoted rate.

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

SAMPLE LINE ITEM BUDGET

Consultant: Planning Horizon Services
1234 Front Street, Suite 100
Main Street, CA 95814-2100

RFP No. 05-020

Project: Subregional Liaison Services

DIRECT LABOR

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

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

OVERHEAD AND FRINGE BENEFITS[2]

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

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

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

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

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

SUBCONTRACTORS[4]

Subcontractor	Hours	Rate	Amount
Choo-Choo Engineers	1,000	$30.00/hr.	$ 30,000
Overhead and Fringe (50%)			$ 15,000
Subtotal			$ 45,000
Fixed Fee (10%)			$ 4,500
Total Choo-Choo Engineers			$ 49,500
W. Water, Environmental Consulta[illegible]	[illegible]00	$[illegible]/hr	$ 3,600
SUBTOTAL – SUBCONTRACTORS	[illegible]		**$ 53,100**

[4]All subcontractors whose portion of the tota[illegible] more [illegible]st brea[illegible]out their costs above in the same format as has been done for Choo-Choo Engineers.

SAMPLE

OTHER DIRECT COSTS (ODCs)[5]

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

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

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

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

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

RFP No. 05-020

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

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

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

does not have a proposed debarment pending; and

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

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

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

_____
Name of Firm

_____
Signature (original signature required)

_____
Date

SCAG CONFLICT OF INTEREST FORM

RFP No. 05-020

SECTION I: INSTRUCTIONS

All persons or firms seeking contracts valued at $25,000 or more must complete and submit this SCAG Conflict of Interest Form to SCAG along with your contract proposal. This requirement also applies to any proposed subcontractors whose portion of the overall work is valued at $25,000 or more. Failure to comply with this requirement may cause your contract proposal to be declared non-responsive.

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

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

Name of Firm: _____

Project Name or Description: _____

RFP Number: _____

Date Submitted: _____

Preparer's Name: _____

SECTION II: QUESTIONS

1. Does your firm have any existing relationships with employees of SCAG or members of the SCAG Regional Council that could be construed as involving "conflicts of interests" (i.e., financial interests) within the meaning of the SCAG Conflict of Interest Policy, or which would give rise to a conflict if your firm becomes a recipient of a contract with SCAG?

   _____ **YES** _____ **NO**

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

Name	Relationship
_____	_____
_____	_____
_____	_____
_____	_____

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

_____ **YES** _____ **NO**

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

Name	**Position**	**Dates of Service**
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____ **YES** _____ **NO**

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

Name	**Relationship**
_____	_____
_____	_____
_____	_____

4. In the last twelve months, have you or any members of your firm been a business partner of, employed, or been about to employ an employee of SCAG or member of the SCAG Regional Council?

_____ **YES** _____ **NO**

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

Name	**Relationship**
_____	_____
_____	_____
_____	_____

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

_____ **YES** _____ **NO**

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

Name	Date	Value
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION III: VALIDATION STATEMENT

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

Project Name or Description:_____

RFP Number:_____

DECLARATION

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

_____ _____

Signature of Person Certifying for Selected Firm Date

(Original signature required)

NOTICE

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

SOUTHERN CALIFORNIA
ASSOCIATION of GOVERNMENTS

Main Office
818 West Seventh Street
12th Floor
Los Angeles, California
90017-3435

t(213) 236-1800
f(213) 236-1825

www.scag.ca.gov

SCAG Vendor/Consultant Application Materials

TO: Prospective Vendors/Consultants

SUBJECT: Incorporation of Vendors and Consultants into SCAG's Management Information System

All vendors and consultants doing business or interested in doing business with the Southern California Association of Governments (SCAG) must have an account created in SCAG's vendor and consultant database. Including all of our vendors and consultants in the database allows for more expeditious business transactions.

To ensure that there is an account for you in the system, please complete both the enclosed SCAG Vendor/Consultant Application Form (2 pages) and the Commodity Code/Consultant Profile (3 pages). **Please be sure to check all boxes of the Commodity Code/Consultant Profile that apply to your company's particular business interests or areas of expertise.** Feel free to use the "Other" option and write in your own detailed description if none of the codes fully capture the essence of your work. For commodity code definitions, please refer to the attached Description of Potential Technical Service Needs.

Please remember to indicate your Federal Tax Identification Number (TIN). If you are not incorporated and are a 1099 company, please provide your 1099 Tax Reportable Name, as well as either your TIN or Social Security Number (SSN).

When finished, please fax **pages one through five** to Audrey Espino at (213) 236-1825, or mail your completed application materials to:

Audrey Espino
Southern California Association of Governments
818 W. Seventh Street, 11th Floor
Los Angeles, CA 90017-3435

Questions regarding the application materials should be directed to Sandee Scott at (213) 236-1974 or Laura Aguilar at (213) 236-1922.

Again, if you wish to be included in SCAG's vendor and consultant database, pages **one through five** of the application materials must be completed and returned by your company.

Sincerely,

Sam Mehta
Manager of Contracts

Attachments: SCAG Vendor/Consultant Application Form
Commodity Code/Consultant Profile
Description of Potential Technical Service Needs

SCAG Vendor/Consultant Application Form
(please print clearly)

Name of Company: _____

Address: _____

City: _____ State _____ Zip Code _____

Federal Tax Identification Number (TIN): _____

Primary Point of Contact: _____

Title: _____

Telephone Number: _____

Fax Number: _____

E-mail Address _____
(Please give careful consideration to the e-mail address provided. It will be used to notify your company of relevant Invitations for Bid, Requests for Proposals, etc. The email address listed should be that of someone who typically handles bids and proposals for your company.)

Company Web site Address: _____

PAYMENT ADDRESS (IF DIFFERENT FROM MAILING ADDRESS ABOVE)

Payment Name _____

Address: _____

City: _____ State _____ Zip Code _____

Telephone Number: _____

Fax Number: _____

E-mail Address _____

Does your firm require a 1099 (circle one)? YES NO

If "yes " provide Social Security Number or Tax ID Number: _____

Is your firm a Disadvantaged Business Enterprise (DBE), as defined in Title 49, Part 26 of the Code of Federal Regulations (circle one)? YES NO

If you are a certified DBE, please provide a copy of your certification with this completed application form. For those vendors/consultants located within the Southern California region, certification must be from either the Metropolitan Transportation Authority, the City of Los Angeles, the John Wayne Airport, or the Orange County Transportation Authority (OCTA). If you have been certified by an agency other than one of these four, we will forward your current certification to Caltrans for verification before SCAG can accept it.

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

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

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

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

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

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

Should you have any questions when completing your certification application, you can contact Triaxial Management Services at (310) 537-6677. Triaxial offers free consultation support to firms interested in highway construction projects and related contracts involving Federal funding.

Name (Please Print) _____

Signature _____

Title: _____

Date: _____

Commodity Code/Consultant Profile

General Goods & Services

Check	NIGP	Description
	60001	Painters
	60007	Electrical
	60008	Plumbing
	60009	Small General Contractors
	60012	Architects, Engineer
	60016	Security Systems
	60017	H V A C Contractors
	60030	Sound Systems And Electronics
	60102	Postage & Courier Services
	60102.1	Postage Machines
	60104	Memberships(Professional)
	60105	Subscriptions (Periodicals)
	60200	Computer Hardware
	60201	Computer Software
	60202	Computer Supplies
	60203	Computer Services
	60204	Telecommunications
	60233	Appliances
	60400	Audio Visual Equipment
	60401	Audio Visual Supplies
	60402	Video Equipment
	60545	Moving & Storage
	60637	Lease - Equip
	60637.1	Lease – Building
	60638	Maintenance Agreement
	60640	Copiers/Mimeo/Dupl.
	60670	Furniture--Office/Co
	60700	Typewriters & Supplies
	60701	Office Machines, Fax
	60702	Office Machine Supplies
	60710	Stationery Supplies
	60720	Paper, Fine
	60730	Trophies & Awards
	60863	Temporary Staffing
	60875	Registrations (Training & Seminars)
	61000	Office Supplies

Consulting

Check	NIGP	Description
	91804	Accounting/Auditing/Budget Consulting
	91804.1	Organizational, Financial and Performance Audits/Project Management Services
	91806	Administrative Consulting
	91806.1	Administrative Services
	91812	Modeling-Analytical Studies and Surveys
	91812.1	Survey & Data Collection
	91812.2	Travel Demand Model Improvement
	91812.3	Geographic Information System
	91812.4	Software Support for Studies and Surveys
	91812.5	Regional Data Systems
	91817	Aviation Consulting
	91826	Communications: Public Relations Consulting
	91828	Computer Hardware Consulting
	91828.1	Computer Service Center
	91829	Computer Software Consulting
	91829.1	Information Systems
	91829.2	Unix Systems Support
	91829.3	Macintosh Computer Technical Support
	91837	Economy Analysis Consulting
	91838	Education and Training Consulting
	91840	Employee Benefits Consulting
	91843	Environmental Consulting (NEPA & CEQA w/environmental impact report)
	91846	Feasibility Studies (Consulting)
	91849	Finance/Economics Consulting
	91858	Governmental Consulting
	91858.1	Government Relations
	91858.2	Institutional Analysis
	91863	Housing Consulting
	91865	Human Relations Consulting
	91866	Human Resources Consulting
	91866.1	Executive Search
	91866.2	Insurance Broker Services
	91874	Legal Consulting
	91874.1	Legislative Services
	91874.2	Alternative Dispute Resolution
	91875	Management Consulting
	91875.1	Organization & Staff Development
	91883	Organizational Development Consulting

Consulting (cont.)

Check	NIGP	Description
	91876	Marketing Consulting (Surveys, Public opinion polling, market analysis)
	91876.1	Social Economic Impact Analysis
	91876.2	Social Justice/Equity Analysis
	91879	Minority and Small Business Consulting
	91885	Personnel/Employment Consulting
	91892	Urban Planning Consulting
	91892.1	Growth Visioning Planning
	91893	Security/Safety Consulting
	91894	Traffic Consulting
	91895	Telecommunications Consulting
	91896	Transportation Planning Consultant
	91896.1	Highway Corridor Analysis
	91896.2	Rail Planning & Analysis
	91896.3	Transit & Non-motorized Planning & Analysis
	91896.4	Transportation Management & Coordination
	91896.5	Truck Lane Analysis/Goods Movement
	91896.6	Transportation Financing
	91896.7	Transportation & Economic Development
	91896.8	Transportation Investment Analysis
	91896.9	Transportation Modeling Support
	91896.10	Rideshare Contractor and Rideshare Software Support
	91897	Gas, Water, Electric Consulting
	91897.1	Air Quality Planning & Modeling
	91897.2	Water Supply Analysis
	90640	Graphic Design (Services)
	90640.1	Image Setting
	90640.2	Premium/Promotional Items
	96600	Printing & Related Services (Typeset/Print/Layout)
	90868	Project Management
	96115	Catering & Concessions (Vending: Mobile & Stationary)
	96115.1	Coffee & Tea Service
	96115.2	Bottled Water
	96175	Translation Services
	96618	Copying Services (Reproduction)
	91528	Mailing Services & Electronic Information (Fulfillment Services)
		Other (describe here): _____ _____ _____

DESCRIPTION OF POTENTIAL TECHNICAL SERVICE NEEDS

Transportation Planning - 91896

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

Institutional Analysis – 91858.2

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

Finance/Economics Consulting - 91849

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

Surveying, Public Opinion Polling and Market Analysis - 91876

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

Social Economic Impact Analysis – 91876.1

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

Social Justice/Equity Analysis – 91876.2

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

Economic Analysis Consulting – 91837

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

Growth Management Planning – 91892.1

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

Growth Visioning Planning – 91892.1

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

Environmental Analysis - 91843

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

Information Systems – 91829.1

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

Regional Data Systems – 91812.5

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

Transportation Modeling Support – 91896.9

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

Unix Systems Support – 91829.2

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

Rideshare Contractor and Rideshare Software Support – 91896.10

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

Support Services

Assistance in Providing the Following Operational Administrative Services – 91806.1:

Including Word Processing, Reproduction, Data Entry and Verification.

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

Architect/Engineering Services - 60012

Office space planning and construction.

Graphic Support Services - 90640

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

Macintosh Computer Technical Support – 91829.3

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

Printing Services - 96600

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

Premium/Promotional Items – 90640.2

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

Imagesetting – 90640.1

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

Legislative Services – 91874.1

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

Government Relations – 91858.1

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

Public Communications - 91826

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

Organization and Staff Development - 91883

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

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

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

Human Resources Planning - 91866

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

Legal Services – 91874.1

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

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

Alternative Dispute Resolution – 91874.2

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

Computer Service Center – 91828.1

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

Executive Search – 91866.1

Conduct high level executive recruitment. Public sector experience required.

Insurance Broker Services – 91866.2

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

CONTRACT NUMBER 04-XXX

AGREEMENT BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND "CONSULTANT"

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

RECITALS

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

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

WHEREAS, SCAG receives its primary funding from Federal and State sources that are not available until after approval of the California State Budget. Due to the State's current budget situation, the approval of the State Budget may be substantially delayed.

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

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

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Agreement Contents

   This Agreement is comprised of these terms and conditions and any attached exhibits. [If the source of funding is other than CPG (e.g., FAA), add references to appropriate grants, etc., and incorporate by reference.]

2. Scope of Work

   Consultant shall perform the tasks described in "Scope of Work," Exhibit A, attached hereto and incorporated herein by this reference.

3. Project Manager

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

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

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

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

b. The Consultant designates the following Consultant Project Manager:

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

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

4. Schedule and Staffing

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

b. Services described in the Scope of Work shall be performed by Consultant's Staff, [Name(s) of Subconsultant(s), if applicable] listed in the "Line Item Budget," Exhibit C, attached hereto and incorporated by reference. There shall be no change in the designation of staff, Subconsultants or other members of the project team as identified in the Line Item Budget without the prior written approval of the SCAG Chief Financial Officer. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the SCAG Chief Financial Officer.

5. Compensation

For services rendered from the date indicated in the Notice to Proceed through June 30, 200-, Consultant shall receive the sum of $_____[insert amount authorized in current OWP for this project/Work Element Number- Budget Dept. must sign-off] billed in accordance with the Line Item Budget, Exhibit C. Subject to Sections 6 (Term) and 20 (Funding Requirements) of this Agreement, the maximum amount payable under this Agreement, including all expenses, shall not exceed $_____ [insert total value of award]. Invoices for payment shall refer to Work Element Number 04-XXX.XXXX or as may be specified in a written notice to Consultant. This is a Cost Plus Fixed Fee Agreement.

This is a multi-year contract. Fiscal Year 2004-2005 shall have a budget for Phase I of $_____, and Fiscal Year 2005-2006 shall have a budget of $_____for Phase II. **(This does not always apply – Delete if not applicable).**

6. Term

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

[Delete the following clause if contract will complete on or before June 30, 2005] Furthermore, Consultant services and reimbursements beyond June 30, 200- are subject to the inclusion and funding agency approval of this project in the SCAG 200-20-- OWP. Therefore, on June 30, 200-, the Consultant must stop all work under this Agreement until an amendment allowing the work to continue has been fully executed by both parties. In the event this project is not approved in the SCAG 200—200- OWP, this Agreement shall terminate effective June 30, 200-. Time is of the essence in the performance of services under this Agreement.

7. Assignment and Change in Ownership or Control

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

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

8. Agreement Changes

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

b. SCAG may request, at any time, amendments to this Agreement and will notify the Consultant regarding such changes. Within ten (10) days from the date of the written notice, Consultant shall notify SCAG of the impact of such changes on the Scope of Work, Schedule and Budget. Upon agreement between the parties as to the required changes, an amendment to this Agreement shall be prepared regarding the same. Subject to pre-approval by funding agencies, such an amendment shall be valid and effective on the date of execution of the amendment.

9. Invoicing for Payment

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

b. Invoices for payment shall be submitted monthly or quarterly. All Invoices shall be accompanied by a written, narrative Progress Report and shall specify the percentage of work completed.

c. Invoices for payment for services rendered prior to June 30, 200- must be received by SCAG on or before July 31, 200-. SCAG shall not be obligated for payment of invoices received after such date. The format and content of all such invoices shall comply with Sections 10 (Invoicing Format and Content) and 13 (Allowable Costs and Documentation) of this Agreement.

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

10. Invoicing Format and Content

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

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

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

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

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

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

[Delete the following clause if the contract is under $100,000]

11. Agreement Completion Retainer

For Agreements over $100,000, SCAG shall retain ten percent (10%) of the total compensation due under this Agreement. This retention shall be held from the final 10% of compensation due to the Consultant. This amount shall be released to the Consultant upon satisfactory completion of the Agreement, consistent with Section 12 (Statement of Satisfaction) of this Agreement.

12. Statement of Satisfaction

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

13. Allowable Costs and Documentation

a. All costs charged to this Agreement by Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48, Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures); Title 49, Code of Federal Regulations, Part 18; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and Office of Management and Budget Circular A-87;" and Caltrans Local Assistance

Procedures Manual posted at www.dot.ca.gov/hq/LocalPrograms/lam/lapm.html.

b. Any costs for which payment has been made to the Consultant that are subsequently determined to be unallowable under Subsection a. are subject to repayment by Consultant to SCAG.

14. Penalty

a. A ten percent (10%) penalty shall be imposed for each thirty (30)- day calendar period beyond the Agreement completion date, as specified in Section 6 (Term) of this Agreement, if the complete product, as described in the Scope of Work, is not received and approved by SCAG by the completion date. Such penalty shall be based on the total value of the Agreement.

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

15. Progress Reports

a. The Consultant shall submit two (2) copies of monthly or quarterly Progress Reports to the attention of SCAG, Accounts Payable with the submittal of invoices, as required in Sections 9 (Invoicing for Payment) and 10 (Invoicing Format and Content), describing the status of work performed as identified in the Scope of Work. Each Progress Report shall include copies of relevant meeting agendas, minutes, technical papers, draft documentation, and any completed products. The purpose of the Progress Reports is to allow SCAG to determine if the Consultant is completing the activities identified in the Scope of Work, in accordance with the agreed upon Schedule, and to afford occasions for airing difficulties or special problems encountered so solutions can be developed.

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

16. Inspection of Work

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

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

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

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

c. During or upon completion of the Scope of Work, Consultant shall deliver to the SCAG Project Manager all Work Products and Related Work Materials. Such materials shall be provided in both hard copy and electronic PDF format as follows:

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

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

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

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

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

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

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

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

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

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

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

18. Ownership, Confidentiality and Use of Work Products

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

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

c. Consultant shall cooperate in the execution of all documents necessary to

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

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

e. Subject to the California Public Records Act, all Work Related Materials including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.

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

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

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

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

19. Termination

[Delete clause (a.) if contract will complete on or before June 30, 2005 – Remember to renumber your clauses]

a. Termination Resulting from Lack of Approval in the OWP

In the event that the work provided for under this Agreement is not approved in the SCAG 200—200- OWP or subsequent OWP Amendments, this Agreement, as provided in Section 6 (Term), is deemed to be terminated effective June 30, 200-.

b. Termination of Convenience of SCAG

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

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

c. Termination for Cause

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

20. Funding Requirements

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

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

21. Compliance with Laws, Rules and Regulations

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

22. Independent Contractor

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

23. Conflict of Interest

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

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

24. Contingency Fees or other Unlawful Consideration

a. The Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, SCAG has the right in its sole discretion to terminate this Agreement with its only obligation to pay for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

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

25. Release of Information

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

26. Disputes

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

27. Indemnity

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

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

c. Consultant shall defend, indemnify and hold harmless SCAG, its members, officers, Regional Council Board Members, employees and agents against any and all claims against SCAG based upon allegations that Consultant has wrongfully utilized Intellectual Property of others in performing work pursuant to this Agreement or that SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

d. The Consultant shall reimburse SCAG for any expenditure (including penalties, sanctions and reasonable attorney fees) incurred in the defense against audits, claims, suits or causes of action ultimately determined to be due to Consultant's intentional or negligent acts, errors or omissions.

28. Equal Employment Opportunity/Nondiscrimination

a. During the performance of this Agreement, Consultant and its Subconsultants shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability, medical condition, age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave. Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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

performance of this Agreement, the Consultant, for itself, its assignees and successors in interest, agrees as follows:

(1) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement shall not discriminate on the grounds of race, religion, color, sex, sexual orientation, age, or national origin in the selection or retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the DOT regulations, including employment practices when the Agreement covers a program of which the goal is employment.

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

(3) Information and Reports: The Consultant shall provide all information and reports required by the DOT regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SCAG or any duly authorized representative of the State or Federal Government to be pertinent to ascertaining compliance with such regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to SCAG or any duly authorized representative of the State or Federal Government and shall set forth what efforts it has made to obtain the information.

(4) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, SCAG shall impose such sanctions as it or any State or Federal funding agency may determine to be appropriate, including, but not limited to:

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

(5) Incorporation of Provisions: Any subcontract entered into as a result of this Agreement shall contain all of the provisions of 1 through 4 of this section. The Consultant shall take such action with respect to any subcontract or procurement as SCAG may direct as a means of enforcing such provisions

including sanctions for noncompliance.

29. Disadvantaged Business Enterprise (DBE)

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

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

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

30. Records Retention and Audits

a. The Consultant and its Subconsultants shall maintain all documents, books, and records pertinent to this Agreement during the period of performance of this Agreement and for three years from the date that SCAG makes final payment to the Consultant and all other pending matters are closed.

b. At any time during normal business hours, and as often as SCAG, the California Department of Transportation, the Federal Aviation Administration, the Department of Labor, the Comptroller General of the United States, or other State and Federal agencies, or any duly authorized representative may deem necessary, the Consultant shall make available for examination all of its records with respect to all matters covered by this Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other records relating to all matters covered by this Agreement. Such records and access to the facilities and premises of the

Consultant shall be made available during the period of performance of this Agreement, and for three years from the date that SCAG makes final payment to the Contractor and all other pending matters are closed.

31. Clean Air Act/Clean Water Act Requirements

The Consultant, in carrying out the requirements of this Agreement, shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C 1857(h), Section 508 of the Clean Water Act (33 U.S.C 1368)), Presidential Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15).

32. Lobbying

The Consultant certifies, to the best of her or his knowledge and belief, that:

a. No Federally-appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any Federal agency, the United States Congress, an officer or employee of Congress, or any Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federally-appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form will be made available by SCAG Legal Counsel upon request.

c. This certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, as 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.

d. By signing this document, the Consultant also agrees that she or he shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000, and that all such Subconsultants shall certify and disclose accordingly.

33. Stop Work

a. SCAG may, at any time, by written Stop Work Order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period up to 90 days after the Stop Work Order is delivered to the Consultant, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within 90 days after a Stop Work Order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, SCAG shall either:

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

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

34. Flow-Down Provisions

Any subcontract entered into as a result of this Agreement shall contain the following provisions of this Agreement: Sections 9 (Invoicing for Payment); 10 (Invoicing Format and Content); 13 (Allowable Costs and Documentation); 15 (Progress Reports); 16 (Inspection of Work); 17 (Written and Electronic Version of Work Products and Work Related Materials); 18 (Ownership, Confidentiality and Use of Work Products); 19 (Termination); 20 (Funding Requirements); 21 (Compliance with Laws, Rules, and Regulations); 22 (Independent Contractor); 23 (Conflict of Interest); 24 (Contingency Fees or other Unlawful Consideration); 25 (Release of Information); 26 (Disputes); 27 (Indemnity); 28 (Equal Employment Opportunity/Nondiscrimination); 29 (Disadvantaged Business Enterprise); 30 (Records Retention and Audits); 31 (Clean Air Act/Clean Water Act Requirements); and 32 (Lobbying).

[Insert the following subsection only if source of funding for the contract is other than CPG.] This Agreement is funded in part, by the [insert name of Grant Agreement, e.g., Federal Aviation Administration (FAA), under Agreement Number (DTFA08-02-C-21452) to conduct metropolitan plan study, Phase 1 (Regional Airspace Study and Continuous Aviation System Planning including Regional Transportation Plan Update and Implementation) between SCAG and the FAA, ("Grant Agreement")], attached as Exhibit D and incorporated by reference. Consultant shall require Subconsultants and third party (sub-tier) consultants to

carry out the purposes and provisions of the Grant Agreement.)

35. Notice

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

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

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

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

Phone:
FAX:

36. Severability

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

37. Jurisdiction and Venue

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

38. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this

Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

39. Entire Agreement

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

40. Guaranty and Warranty

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

41. Insurance

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

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

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

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

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

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

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

(1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate

limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

(6) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG's, its members, subsidiaries, officials and employees as

additional insured, or provide a waiver of subrogation.

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

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

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

42. Force Majeure

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

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

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

Approved as to Legal Form:

By_____

Karen Tachiki
Chief Legal Counsel

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

SCHEDULE

EXHIBIT C

LINE ITEM BUDGET

EXHIBIT D

METADATA REQUIREMENTS

Spatial Data/Metadata Requirements

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

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

1.4.1 Progress

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

1.7 Access Constraints

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

1.8 Use Constraints

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

1.12.2 Security Classification

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

1.13 Native Data Set Environment

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

2.1.2.1 Attribute Accuracy Value

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

2.4.1.2.1Horizontal Positional Accuracy Value

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

2.5.1.4.1 Source Currentness Reference

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

4.1 Horizontal Coordinate System Definition

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

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

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

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

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

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

1. Identification Information

1.1 Citation (See 8.)

1.2 Description

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

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

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

1.3 Time Period of Content (See 9.)

1.4 Status

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

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

1.5 Spatial Domain

1.5.1 Bounding Coordinates

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

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

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

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

1.6 Keywords

1.6.1 Theme

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

1.6.2 Place

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

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

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

1.9 Point of Contact (See 10.)

1.12 Security Information

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

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

2. Data Quality Information

2.1 Attribute Accuracy

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

2.1.2 Quantitative Attribute Accuracy Assessment

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

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

2.4 Positional Accuracy

2.4.1 Horizontal Positional Accuracy

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

2.4.1.2 Quantitative Horizontal Positional Accuracy Assessment

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

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

2.5 Lineage

2.5.1 Source Information

2.5.1.1 Source Citation (See 8.)

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

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

2.5.1.4 Source Time Period of Content (See 9.)

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

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

3. Spatial Data Organization Information

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

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

4. Spatial Reference Information

4.1 Horizontal Coordinate System Definition

4.1.1 Geographic

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

4.1.2 Planar

4.1.2.1 Map projection

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

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

4.1.2.4 Planar Coordinate Information

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

4.1.4 Geodetic Model

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

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

5. Entity and Attribute Information

5.1 Detailed Description

5.1.1 Entity Type (for each)

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

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

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

5.1.2 Attribute (for each)

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

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

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

5.1.2.4 Attribute Domain Values

5.1.2.4.2 Range Domain

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

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

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

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

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

5.1.2.7 Attribute Value Accuracy Information

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

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

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

7. Metadata Reference Information

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

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

8. Citation Information

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

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

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

9. Time Period of Content

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

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

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

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

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

10. Contact Information

10.1 Contact person primary

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

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

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

10.5 Contact Voice Phone (Required)

10.7 Contact Fax Phone (Optional)

10.8 Contact E-mail (If available)

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

EXHIBIT E

GRAPHICS REQUIREMENTS
FOR
CONSULTANTS

Graphics Requirements for Consultant Projects

For the Web

Please provide in the following:

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

For Print Projects

Documents

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

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

Photos Used in the Document

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

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

Charts/Graphs

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

Logos and Other Graphics

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

Photos of Meetings/Events/Location Shot

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

Media Preferred (if not sent via e-mail)

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

Documentation

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

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

EXHIBIT F

WEB POLICIES & GUIDELINES
FOR
CONSULTANTS

Web Policies and Guidelines for Consultants

1. Tools and Requirements

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

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

2. Web Development Process

Document preparation:

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

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

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

3. Technical Standards

File Format:

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

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

- Font size: Use Arial "10"

- A copy of the source code must be provided.

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

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

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

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

  - All logos must be in EPS format and GIF.

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

Link to SCAG's site

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

- Templates.

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

4. Quality Assurance Testing

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

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

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

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

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

5. Production Process

Final testing/posting

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