



# **Request for Proposals**

## **Federal Advocacy Services**

**January 16, 2018**

**Proposals to be submitted to:**

**Connie A. Rivera  
Alameda Corridor Transportation Authority  
3760 Kilroy Airport Way, Suite 200  
Long Beach, CA 90806**

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## ***Federal Advocacy Services Request for Proposals***

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### **Key RFP Dates**

RFP Issued:	January 16, 2018
Pre-Proposal Conference:	None
Written Questions Due:	5:00 p.m. January 24, 2018
Response to Questions Issued:	January 31, 2018
Proposals Due:	3:00 p.m. February 21, 2018
Interview Date (will be done in Washington, D.C., if necessary):	March 23, 2018

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January 16, 2018

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS  
FEDERAL ADVOCACY SERVICES**

Gentlemen/Ladies:

The Alameda Corridor Transportation Authority (“ACTA”) invites proposals from qualified consultants to provide federal advocacy services on an as-needed hourly fee basis. ACTA seeks a consulting firm with demonstrated skills, experience and knowledge working with the federal administration and Congress, as well as legislative staff, federal agencies, boards, commissions and other legislative bodies, especially with regard to ACTA, the Port of Los Angeles, the Port of Long Beach and the Goods Movement Industry.

**Proposals must be submitted at or before 3:00 p.m. on Wednesday, February 21, 2018.**

Proposals delivered in person, delivered using the U.S. Postal Service or by other means, such as overnight express, shall be submitted to the following:

**Alameda Corridor Transportation Authority  
3760 Kilroy Airport Way, Suite 200  
Long Beach, California 90806  
Attention: Ms. Connie A. Rivera**

Proposals or amendments to proposals received after the date and time specified above will be rejected by ACTA as nonresponsive and returned to the Proposer unopened. Proposals submitted electronically shall not be accepted and shall be deemed non-responsive.

Interested parties may view, download, and print the Request for Proposals (“RFP”) in its entirety and may register on ACTA’s website at [www.acta.org](http://www.acta.org). If your firm cannot agree to the requirements exactly as set forth in this RFP, including the agreement terms included with the RFP, please do not submit a proposal.

If necessary, interviews may take place in Washington, D.C. on Friday, March 23, 2018. **Please make every effort to keep this date open.**

Sincerely,

**Alameda Corridor Transportation Authority**



Connie A. Rivera  
Director of Government & Community Relations

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**SECTION I. INTRODUCTION**

The Alameda Corridor Transportation Authority (“ACTA”) was established on August 31, 1989 through a Joint Exercise of Powers Agreement (JPA) between the City of Long Beach and the City of Los Angeles. ACTA was created primarily for the purpose of developing, financing, constructing, and operating the Alameda Corridor.

In November 1995, the Alameda Corridor was designated by Congress as a Project of National Significance. This allowed ACTA to seek a federal loan as part of the funding package to build the \$2.4 billion project.

The Alameda Corridor is a 20-mile long, multiple-track rail system designed to link the rail facilities of the Port of Los Angeles and the Port of Long Beach with the transcontinental rail network of the Union Pacific Railroad Company (UP) and the BNSF Railway (BNSF), near downtown Los Angeles. The Corridor consolidated the freight rail traffic from four lines, 90 miles in length, onto a single fully grade-separated route. The Corridor operates 24-hours a day, 7-days a week.

The original Alameda Corridor Project was substantially complete in April 2002 when revenue operations on the Corridor began. ACTA is now focused on revenue collections from its two primary users, UP and BNSF, and repayment of the bonds which were issued in order to pay for the construction of the project. ACTA is also responsible for the maintenance-of-way activities on the Corridor.

ACTA has a seven-members Governing Board, comprised of two members each from the ports of Los Angeles and Long Beach, one member each from the cities of Los Angeles and Long Beach and one member representing the Los Angeles County Metropolitan Transportation Authority (LACMTA). The members of ACTA’s Governing Board as of August 25, 2017 are:

- Chairperson – Honorable Suzie Price, City of Long Beach Councilwoman
- Vice Chairperson – Honorable Joe Buscaino, City of Los Angeles Councilman
- Member – Honorable Janice Hahn, Supervisor, County of Los Angeles
- Member – Mr. Ed Renwick, Commissioner, Port of Los Angeles
- Member – Mr. Frank Colonna, Commissioner, Port of Long Beach
- Member – Mr. Gene Seroka, Executive Director, Port of Los Angeles
- Member – Mr. Mario Cordero, Executive Director, Port of Long Beach

More detailed information about ACTA can be found on ACTA’s website [www.acta.org](http://www.acta.org).

**(END OF INTRODUCTION)**

**SECTION II. INSTRUCTIONS TO PROPOSERS**

**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held for this procurement.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

Proposers shall be solely responsible for examining the RFP Documents, including any addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the Scope of Work.

By submitting a proposal, a Proposer represents that it has thoroughly examined and become familiar with the work required under the RFP and that it is capable of performing quality work to achieve ACTA's objectives.

**C. ADDENDA**

Any changes to this RFP will be made by written addendum. The addenda will be posted to ACTA's website for any potential Proposer to view.

**D. INQUIRIES**

Inquiries concerning the RFP must be submitted to the following e-mail address: FederalAdvRFP@acta.org no later than the time and date set forth above. Questions received after this deadline will not receive a response.

All pertinent questions and responses will be posted to ACTA's website, www.acta.org, for viewing by all potential Proposers. It is the responsibility of any Proposer to review ACTA's website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

Communications with ACTA are discussed in Subsections N (COMMUNICATIONS WITH ACTA) and O (EX PARTE COMMUNICATIONS). Please refer to those subsections for further information.

**E. SUBMISSION OF PROPOSALS**

It is the Proposer's sole responsibility to see that its proposal is received as stipulated below.

**1. Date and Time**

**Proposals must be submitted at or before 3 p.m. on Wednesday, February 21, 2018.**

Proposals received after the above-specified date and time shall be considered nonresponsive and will be returned to the Proposer unopened.

## **Federal Advocacy Services Request for Proposals**

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### **2. Address**

Proposals delivered in person, using the U.S. Postal Services, or other means, such as overnight delivery shall be addressed as follows:

**Alameda Corridor Transportation Authority  
3760 Kilroy Airport Way, Suite 200  
Long Beach, California 90806  
Attention: Ms. Connie A. Rivera**

### **3. Identification of Proposals**

Proposers shall submit one (1) original and **five (5) copies** of the proposal in a sealed package, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

**“RFP: FEDERAL ADVOCACY SERVICES”**

### **4. Acceptance of Proposals**

- a. ACTA reserves the right to accept or reject any and all proposals or to waive any informalities or irregularities in proposals when doing so is in the best interest of ACTA.
- b. ACTA reserves the right to withdraw this RFP at any time without prior notice and ACTA makes no representations that any contract will be awarded to any Proposer responding to this RFP.

### **F. PRE-CONTRACTUAL EXPENSES**

ACTA shall not, in any event, be liable for any pre-contractual expenses incurred by a Proposer in the preparation of its proposal. Proposers shall not include any such expenses as part of a proposal.

### **G. JOINT OFFERS**

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subconsultant basis. ACTA intends to contract with an individual firm and not with multiple firms doing business as a joint venture.

### **H. CONTRACT TYPE**

It is anticipated that compensation under any Agreement resulting from this solicitation will be on an hourly plus expenses basis. However, ACTA may elect to negotiate with the selected firm a monthly retainer (“Monthly Fee”) plus extraordinary expenses for the term of the Agreement. Said Monthly Fee shall include compensation for all subconsultants used in the performance of the work.

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### **I. CONTRACT TERM**

It is anticipated that any Agreement resulting from this solicitation will be for one (1) 38-month term from May 1, 2018 through June 30, 2020. ACTA, at its sole discretion, will have the option to extend the term of the Agreement for one (1) three (3) year period or a portion thereof.

### **J. AGREEMENT**

The successful Proposer will be subject to the provisions contained in the Agreement included as Exhibit D.

Potential Proposers' attention is directed particularly to the minimum insurance requirements set forth in the Agreement that must be met by the selected firm. Failure to state in the Letter of Transmittal that a Proposer is in compliance with the minimum insurance requirements may cause a proposal to be deemed non-responsive.

### **K. PUBLIC RECORDS ACT**

Proposers are advised that all documentation submitted in response to this RFP will be considered property of ACTA and may become available to the public as a public record and be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal

### **L. ACTA RIGHTS**

ACTA reserves the right to:

1. Reject any or all of the proposals;
2. Issue subsequent Requests for Proposals;
3. Cancel the entire Request for Proposals;
4. Remedy technical errors in the Request for Proposals process;
5. Appoint an evaluation committee to review proposals;
6. Seek the assistance of outside technical experts in Proposal evaluation;
7. Negotiate if necessary, with any, all, or none of the proposers;
8. Award a contract to a Proposer without the lowest price offer;
9. Waive informalities and irregularities in proposals.

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### **M. COMMUNICATION WITH ACTA**

All communications regarding this RFP between potential Proposers and ACTA shall be done through ACTA's website, with the communication addressed to [FederalAdvRFP@acta.org](mailto:FederalAdvRFP@acta.org).

### **N. EX PARTE COMMUNICATIONS**

During the RFP process (commencing January 16, 2018, until award of the Contract or cancellation of this RFP), no Proposer shall have any ex parte communications regarding the RFP documents with any member of ACTA's staff, its Governing Board, or any of its contractors or consultants, except for communications expressly permitted by the RFP documents. Any such ex parte communications may disqualify a firm from competing for these services or, once an agreement is awarded, the discovery of ex parte communications occurring during the RFP process may result in termination of an agreement.

### **O. QUALIFICATIONS OF FIRMS**

ACTA reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of capabilities, which are considered necessary for the successful performance of the Agreement.

### **P. SMALL BUSINESS ENTERPRISE PROGRAM**

There is no contract-specific SBE participation goal for this federal advocacy services procurement. In keeping with ACTA's Small Business Enterprise (SBE) Program, non-SBE Proposers are encouraged, where possible, to consider subcontracting a portion of the proposed activity to a certified SBE entity. Certification of SBE status may be through any State or local agency certification/registration process. Exhibit C is a form to be submitted with the proposal that shall state the certification status of the prime Proposer and/or its subconsultants.

**(END OF INSTRUCTIONS TO PROPOSERS)**

**SECTION III. PROPOSAL CONTENT**

**A. PROPOSAL FORMAT AND CONTENT**

**1. Presentation**

Proposals shall be typed using 1.5 line spacing, 12-point font limit, and submitted on 8-1/2 x 11-inch paper. Tables, charts and graphics may be single spaced with smaller font, but must be easy to read. Proposals shall not include any promotional materials and shall be limited only to the information requested in this RFP. Proposals should not exceed 10 single-sided pages in length, excluding the Letter of Transmittal and team member resumes.

**2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Ms. Connie A. Rivera, and must, at a minimum, contain the following:

- a. Identification of Proposer, including name, address, telephone number and email address.
- b. Proposed working relationship between Proposer and subconsultants, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. Name, title, address, telephone number and email address of contact person during period of proposal evaluation.
- e. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- f. Signature of a person authorized to bind Proposer to the terms of the proposal.
- g. A statement that Proposer is or can arrange to be in compliance with the insurance requirements set forth in this RFP.
- h. A statement that the Proposer can comply with the terms of the agreement included in Exhibit D of this RFP.

**3. Technical Proposal**

**a. Qualifications, Related Experience and References of Proposer**

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required Scope of Work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; current work load; record of meeting schedules on similar projects; and supportive client references.

Proposer shall:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation,

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partnership, sole proprietorship); and number of employees in each office.

- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to perform the Scope of Work.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subconsultants by company name, address, contact person, telephone number, email address and project function. Describe Proposer's experience working with each subconsultant. Indicate the SBE certifications held by the Proposer and each subconsultant using Exhibit C.
- (5) Provide as a minimum three (3) projects cited as related experience, and furnish the name, title, address, telephone number and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply additional references for projects not cited in this section as related experience.

### **b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method which will be used by the Proposer to manage the Scope of Work and identify key personnel to be assigned.

Proposer shall:

- (1) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than one [1] page each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subconsultant work.
- (4) Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of ACTA's CEO.

### **c. Work Plan**

Proposer shall provide a narrative which addresses the Scope of Work and shows Proposer's understanding of ACTA's needs and requirements.

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Proposer shall:

- (1) Describe the approach to completing the tasks specified in the Scope of Work.
- (2) Illustrate ability to meet response times and schedules.
- (3) Include a statement indicating ability to begin work with minimum notice.

Proposer may also propose procedural or technical enhancements to the Scope of Work which do not materially deviate from the objectives or required content of the Scope of Work.

#### **4. Cost and Price Proposal**

The Proposer shall complete the "Price Summary Form" included as Exhibit B of the RFP. Proposers shall list hourly labor rates to be used in pricing the work required by ACTA described in Exhibit A Scope of Work. These labor rates are to be quoted on a fully-burdened basis, incorporating direct labor costs, indirect cost, overhead, and profit. ACTA may elect to negotiate with the selected firm a fixed monthly retainer ("Monthly Fee") plus extraordinary expenses, based on estimated hours, hourly rates and ordinary expenses, in lieu of invoicing on an hourly basis.

#### **5. Appendices**

Information considered by Proposer to be pertinent to this project and which has not been specifically requested in any of the aforementioned sections may be placed in a separate appendix section as additional information. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

**(END OF PROPOSAL CONTENTS)**

**SECTION IV. EVALUATION AND SELECTION**

**A. EVALUATION CRITERIA**

ACTA will evaluate the proposals received based on the following criteria and scoring:

1. **Qualifications of the Firm – maximum score-25**
2. **Staffing and Project Organization – maximum score-25**
3. **Work Plan – maximum score-20**
4. **Cost – maximum score-15**
5. **Completeness of Response – maximum score-15**

**B. EVALUATION PROCEDURE**

All proposals received in compliance with the RFP requirements will be evaluated by an Evaluation Committee comprised of ACTA staff and personnel from other public agencies. During the evaluation period, ACTA may interview some or all of the proposing firms.

ACTA has selected Friday, March 23, 2018 to conduct interviews, if necessary. Interviews will be conducted in Washington, D.C., if necessary. All prospective Proposers are asked to keep this date available. Proposers should be aware that selection may be made without interviews or further discussion. If interviews are conducted, the Evaluation Committee member's initial scoring of the proposals using the Evaluation Criteria may be adjusted based on the interviews held.

**C. AWARD**

ACTA may negotiate the Scope of Work and compensation terms with the selected firm prior to award. However, negotiations may or may not be conducted prior to selection and award of a contract. Therefore, the proposal submitted should contain Proposer's most favorable terms and conditions.

**D. NOTIFICATION OF AWARD**

Proposers who submit a proposal in response to this RFP shall be notified in writing regarding which firm will be recommended to the ACTA Governing Board for award of a contract.

**(END OF EVALUATION AND AWARD)**

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**EXHIBIT A**

**SCOPE OF WORK**

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**SCOPE OF WORK**

ACTA's Public Affairs Office will oversee the efforts of the Consultant, under the direction of ACTA's Chief Executive Officer.

The following areas are intended to be guidelines as to the type of assignments for which the Consultant will provide federal advocacy assistance to ACTA.

**Federal Advocacy**

- Assist in developing ACTA's annual legislative priorities.
- Provide advocacy assistance and continued outreach to the federal administration and Congress, as well as legislative staff and federal agencies such as USDOT and FRA.
- Monitor proposed legislation and policy matters that could impact ACTA, the ports of Los Angeles and Long Beach and the Goods Movement Industry, particularly as it may impact transportation in Southern California.
- Working with ACTA staff, keep Congress and federal administration staff abreast of ACTA matters, such as:
  - Performance on the Alameda Corridor
  - ACTA's fee collection structure
  - ACTA bonds
- Arrange meetings for ACTA staff with Congressional delegation members, legislative staff and federal agencies. Staff from the ports of Los Angeles and Long Beach may participate in these meetings to promote the legislative needs of these two ports. Provide logistic support and attend these meetings as necessary.
- Monitor and/or attend Goods Movement and Transportation meetings in Washington, D.C., as requested.
- Inform ACTA of current and future freight and transportation project funding opportunities.

**(END OF SCOPE OF WORK)**

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**EXHIBIT B**  
**COST SUMMARY FORM**

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**Federal Advocacy Services Request for Proposals**

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**COST SUMMARY FORM  
REQUEST FOR PROPOSALS (RFP)**

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- a. Specify fully-burdened hourly rates (including all overhead costs, general administration expenses and profit) for each employee of the Consultant or subconsultant who will provide specialized federal advocacy services:

<u>NAME*</u>	<u>FUNCTION</u>	<u>HOURLY RATE</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

\* Specify if subconsultant.

- b. Specify other direct costs required to provide specialized federal advocacy services.

<u>Description</u>	<u>RATE</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

- c. Specify any annual percentage increase to the fully-burdened hourly rates throughout the term.

\_\_\_\_\_ %

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**EXHIBIT C**

**SMALL BUSINESS ENTERPRISE PROGRAM**

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## EXHIBIT C

### SMALL BUSINESS ENTERPRISE PROGRAM

The Alameda Corridor Transportation Authority ("ACTA") is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at ACTA. ACTA's Small Business Enterprise (SBE) Program was created to provide opportunities for small businesses to participate in professional service and construction contracts. It is the policy of ACTA to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows ACTA to target small business participation, including MBEs, WBEs, and DVBES, more effectively.

An overall ACTA goal of 25% SBE participation by total contract value and/or by total number of contracts awarded to SBE prime consultants or contractors has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work, and will be stated in the specific request for proposals or bids. **Based on the work to be performed under this Federal Advocacy Services Agreement, it has been determined that the percentage of small business participation will be 0% participation.**

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement, where required, and for reporting to ACTA. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs.

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Contractor Description Form** is true and correct and include all material information necessary to identify and explain the operations of

\_\_\_\_\_  
Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to ACTA, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

**Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE     VSBE     MBE     WBE     DVBE     OBE

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date Signed \_\_\_\_\_

### NOTARY

STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF LOS ANGELES )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

(1) \_\_\_\_\_  
Name of Signer (1)

Who proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and)

(2) \_\_\_\_\_  
Name of Signer (2)

Who proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_

## Contractor Description Form

For the Prime Contractor and each Subcontractor, state the type of SBE certification claimed and, if available, return documentation with this form to ACTA evidencing the declared SBE certification.

### PRIME CONTRACTOR

Contract #: \_\_\_\_\_ Award Date: \_\_\_\_\_ Contract Term: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Circle all that apply)

If claimed, state SBE certification type: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Circle all that apply)

If claimed, state SBE certification type: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Circle all that apply)

If claimed, state SBE certification type: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_



**EXHIBIT D**  
**AGREEMENT**

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AGREEMENT NO. \_\_\_\_\_

BETWEEN THE ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY  
AND

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THIS AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California Joint Powers Authority ("ACTA"), acting by and through its Governing Board ("Board") and (NAME OF CONSULTANT), [a California corporation, limited partnership, an individual] whose address is \_\_\_\_\_) ("Consultant").

WHEREAS, ACTA requires effective federal government advocacy representation in Washington, D.C. to assist ACTA in pursuing various legislative and regulatory objectives and securing federal funding when available; and

WHEREAS, ACTA requires the professional, expert and technical services of Consultant to assist ACTA in developing and implementing an effective federal government advocacy plan to secure additional resources and support for ACTA's strategic objectives; and

WHEREAS, ACTA requires the professional services of Consultant to monitor and advise ACTA of proposed legislation and policy matters that could impact ACTA and the Goods Movement Industry; and

WHEREAS, Consultant possesses extensive experience in dealing with key members of Congress, White House and other federal government officials, as well as experience handling policy issues and advocacy groups that impact ACTA; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to ACTA; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to ACTA, as an independent contractor, certain professional, technical and expert services as set forth in Exhibit A ("Scope of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between ACTA and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or

other, and regardless of whether assessed by the federal government, any state, city, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of ACTA's Chief Executive Officer ("ACTA's CEO") or his or her designee, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to ACTA and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon ACTA's CEO's written request, Consultant shall supply ACTA with all agreements between Consultant and its Subconsultants.

## II. SERVICES TO BE PERFORMED BY ACTA

A. ACTA shall furnish Consultant, upon its request, all documents and papers in possession of ACTA which may lawfully be supplied to Consultant and which are necessary for Consultant to perform its obligations.

B. ACTA's CEO or his or her designee is designated as the contract administrator for ACTA and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article IX (Termination) hereof.

C. Consultant shall provide ACTA's CEO with reasonable advance written notice if it requires access to the premises of ACTA or of the Alameda Corridor. Access rights, if any, shall be granted to Consultant at the sole reasonable discretion of ACTA's CEO, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of ACTA and that access rights granted by ACTA to Consultant shall be consistent with any such occupancy or use.

## III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. The effective date of this Agreement shall be the date of its execution by ACTA's CEO upon authorization of the Board.

B. This Agreement shall be in full force and effect commencing from the date of execution by ACTA's CEO and shall be for an initial period from that date of execution to June 30, 2021, subject to the following:

1. ACTA has the option to renew the term of the Agreement for one (1) consecutive renewal period of three (3) years, or a portion thereof. Exercise of the option to renew shall be by approval of the Board and written amendment approved by both parties prior to the end of the initial term of the Agreement; or

2. The Board, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

#### IV. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, ACTA shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum amount payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

C. Consultant shall submit invoices in duplicate to ACTA monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

"I certify under penalty of perjury that the above invoice is true and just, in accordance with the terms of Agreement No. \_\_\_\_\_, that payment of this invoice has not been received and that none of the items contained in the invoice have been submitted to any other agency.

\_\_\_\_\_  
(Consultant's Signature)

D. All invoices shall be approved by ACTA's CEO or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of ACTA business, the same may be approved, audited and processed.

Invoices shall include the Agreement number, employee name, title/classification, hourly rate, hours worked, current charges and cumulative charges. Subconsultant invoices shall be in a similar format. Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls,

and time sheets. ACTA may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to ACTA, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Department  
Alameda Corridor Transportation Authority  
3760 Kilroy Airport Way, Suite 200  
Long Beach, California 90806

#### V. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at Consultant's premises by ACTA, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, ACTA may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to ACTA. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide ACTA at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by ACTA. ACTA's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to ACTA, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to

comply with this Article V shall constitute a material breach of this Agreement and shall entitle ACTA to withhold any payment due under this Agreement until such breach is cured.

#### VI. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of ACTA. Consultant shall not represent itself as an agent or employee of ACTA and shall have no power to bind ACTA in contract or otherwise.

#### VII. INDEMNIFICATION

Except for the sole negligence or willful misconduct of ACTA, its Board or any of its Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless ACTA, its Board and any of its Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by ACTA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its Subcontractors of any tier. Rights and remedies available to ACTA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

#### VIII. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article VII, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-

insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by ACTA shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(2) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against ACTA in any circumstance in which it is alleged that actions or omissions of ACTA contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(3) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following completion or termination of the Agreement.

B. Insurance Procured by Consultant on Behalf of ACTA

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article VII, and where Consultant is required to name ACTA, its Board, officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause ACTA to be named as an additional insured on all policies it procures in connection with this Article VIII. Consultant shall cause such additional insured status to be reflected in the original

policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that ACTA, its Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. \_\_\_\_, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to ACTA's CEO.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by ACTA is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to ACTA's CEO with copies sent to ACTA's Co-General Counsel at the following addresses; 1) Office of the Long Beach City Attorney, 333 West Ocean Boulevard, 11<sup>th</sup> Floor, Long Beach, California 90802, and 2) Office of the Los Angeles City Attorney, 425 S. Palos Verdes Street, San Pedro, California, 90731."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article VIII shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Consultant's insurance broker or agent shall submit to ACTA the appropriate proof of insurance on Consultant's behalf.

Upon request by ACTA, Consultant shall furnish full copies of certified policies of any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to ACTA.

(3) Notice of Cancellation

Each insurance policy described above shall provide that it shall not be canceled or reduced in coverage until after ACTA has each been given a 10-days notice of cancellation for nonpayment of premium and a 30-days notice of cancellation for any other reason by written notice via registered mail to ACTA.

(4) Modification of Coverage

ACTA's CEO, at his sole reasonable discretion, based upon recommendation of independent insurance consultants to ACTA, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to ACTA a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, ACTA's CEO may, at his or her own option but without any obligation, obtain such insurance to protect ACTA's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, ACTA requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ACTA.

D. Accident Reports

Consultant shall report in writing to ACTA's CEO within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon any Alameda Corridor property if Consultant's officers, agents or employees are involved in such an accident or

occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

IX. TERMINATION PROVISION

The Board, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of ACTA to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

X. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of ACTA's CEO where the work may conflict with the interests of ACTA.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article I. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on ACTA to such Subconsultant(s) or give the Subconsultant(s) any rights against ACTA.

XI. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded shall contain a like nondiscrimination provision.

XII. SMALL BUSINESS ENTERPRISE PROGRAM

It is the policy of ACTA to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all ACTA contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist ACTA in implementing ACTA's Small

Business Program attached hereto as Exhibit D, and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement.

XIII. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of ACTA. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of ACTA relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, ACTA may immediately terminate this Agreement by giving written notice thereof.

XIV. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of ACTA's CEO.

XV. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVI. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify ACTA, its Board and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by ACTA of any materials supplied by Consultant in the performance of this Agreement.

XVII. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records,

reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by ACTA as soon as they are developed, whether in draft or final form. ACTA has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that ACTA at all times owns rights provided for in this Article free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for ACTA the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by ACTA, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to ACTA, its Board, officers, agents or employees, is not given in confidence. Accordingly, ACTA or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, ACTA shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by ACTA. Upon ACTA's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to ACTA. It is expressly understood and agreed that, as between ACTA and Consultant, the referenced license shall arise for ACTA's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. ACTA may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by ACTA.

#### XVIII. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

## XIX. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice ACTA shall be addressed to its Chief Executive Officer, Alameda Corridor Transportation Authority, 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, and notice to Consultant shall be addressed to it at Consultant's address set forth in the opening paragraph of this Agreement. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

## XX. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

## XXI. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

## XXII. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be

construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

#### XXIII. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

#### XIV. MODIFICATION IN WRITING

This Agreement may be modified, amended or changed only by written agreement of all parties, said agreement duly executed and delivered by both parties. Any such modifications are subject to all applicable approval processes required by ACTA.

#### XV. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

#### XVI. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

#### XVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY

Date: \_\_\_\_\_

By: \_\_\_\_\_

John T. Doherty, P.E.  
Chief Executive Officer

Attest: \_\_\_\_\_  
Secretary

CONSULTANT NAME

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_, 2017  
\_\_\_\_\_, \_\_\_\_\_ City Attorney

By \_\_\_\_\_  
, ACTA Co-General Counsel

Rev. 05//17

# **Exhibit A**

## **SCOPE OF WORK**

# **Exhibit B**

## **COMPENSATION**

**EXHIBIT C  
MONTHLY SUBCONTRACTOR MONITORING REPORT**

Instructions: Please indicate the participation levels achieved for the month of \_\_\_\_\_.

Contract No. \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Committed SBE Participation Percentage \_\_\_\_\_

	Name of Subcontractor	Type of Work Performed	Certifications: * SBE/VSBE/MBE/WBE/OBE/DVBE	PROPOSED		ACTUALS	
				Original Proposed SBE Percentage	Contract Amount Percentage	Amount Paid to Date	Contract Amount Percentage
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

\* Indicate all certifications held by each subcontractor

## EXHIBIT D

### SMALL BUSINESS ENTERPRISE PROGRAM

The Alameda Corridor Transportation Authority ("ACTA") is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at ACTA. ACTA's Small Business Enterprise (SBE) Program was created to provide opportunities for small businesses to participate in professional service and construction contracts. It is the policy of ACTA to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows ACTA to target small business participation, including MBEs, WBEs, and DVBEs, more effectively.

An overall ACTA goal of 25% SBE participation by total contract value and/or by total number of contracts awarded to SBE prime consultants or contractors has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work, and will be stated in the specific request for proposals or bids. **Based on the work to be performed under this Federal Advocacy Services Agreement, it has been determined that the percentage of small business participation will be 0% participation.**

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement, where required, and for reporting to ACTA. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs.

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Contractor Description Form** is true and correct and include all material information necessary to identify and explain the operations of

---

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to ACTA, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

**Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE   
  VSBE   
  MBE   
  WBE   
  DVBE   
  OBE

Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
 Date Signed \_\_\_\_\_

### NOTARY

STATE OF CALIFORNIA    )  
   ) ss  
 COUNTY OF LOS ANGELES )

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

(1) \_\_\_\_\_  
   Name of Signer (1)

Who proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and)

(2) \_\_\_\_\_  
   Name of Signer (2)

Who proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature \_\_\_\_\_

Place Notary Seal and/or Stamp Above

## Contractor Description Form

For the Prime Contractor and each Subcontractor, state the type of SBE certification claimed and, if available, return documentation with this form to ACTA evidencing the declared SBE certification.

### PRIME CONTRACTOR

Contract #: \_\_\_\_\_ Award Date: \_\_\_\_\_ Contract Term: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Circle all that apply)

If claimed, state SBE certification type: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Circle all that apply)

If claimed, state SBE certification type: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Circle all that apply)

If claimed, state SBE certification type: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_