



## REQUEST FOR QUALIFICATIONS

THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) INVITES  
CONSULTANTS TO SUBMIT STATEMENTS OF QUALIFICATIONS FOR:

### **FEDERAL LEGISLATIVE ADVOCATE**

You are invited to submit your qualifications for the services to complete the  
above work.

Submittals are due via email to the project manager, Christina Watson,  
[christina@tamcmonterey.org](mailto:christina@tamcmonterey.org) by:

**12:00 pm Pacific Daylight Time on Thursday, April 22, 2021**

Copies of the RFQ and the detailed information regarding the submittal  
requirements are attached and on the TAMC website,  
<https://www.tamcmonterey.org/bids-and-proposals>.

You may email the project manager, noted above, for further information. Email  
inquiries, including the submittal of the Statement of Qualifications, should  
include the RFQ subject in the email subject line.

## BACKGROUND

The Transportation Agency for Monterey County (“TAMC” or the “Agency”) is a state-designated public agency with regional transportation planning responsibilities, including rail planning, that cross city-county boundaries. TAMC is committed to planning, funding and delivering transportation projects for the region. The Agency is also committed to providing information to the public about its projects, plans and activities, ensuring public participation and fostering public understanding of its functions.

TAMC’s Board of Directors includes twenty-three members who consist of local officials from each of its twelve incorporated cities and five county supervisorial districts, and ex-officio members from six public agencies. The mission of TAMC is to proactively fund and plan a transportation system that enhances mobility, safety, access, environmental quality and economic activities by investing in regional transportation projects for Monterey County residents, businesses and visitors.

## PROJECT DESCRIPTION

This request for qualifications will be used by TAMC to select a Federal Legislative Advocate consultant or consultant team to represent the agency in matters before Congress and the Federal Administration, as detailed in the attached Scope of Services: Attachment A.

A copy of the template agreement anticipated to be used by TAMC is Attachment B. A single document will be prepared between the Consultant and TAMC consistent with the provisions of these attachments.

It is important that the consultant have the capability to work closely with Agency staff. The consultant or consultant team must be prepared to undertake whatever liaison and meetings are required to satisfy this requirement.

## PROJECT BUDGET and CONTRACT TERM

The allocated budget for this work is \$75,000 per year. The term of the contract will be three years, with options for two one-year extensions.

## SELECTION PROCESS

TAMC will establish a committee to review the statements of qualifications. This review may be followed by an oral interview between a review committee and the firm(s) that respond(s) best to the RFQ. Based on the recommendations of the review committee, TAMC staff will issue a “Notice of Intent to Award” notice to all responders, indicating staff’s intent to negotiate with the specific firm considered to be the most qualified consultant or consultant team.

Further, the Agency may, or may not, also negotiate contract terms with selected consultants prior to award, and expressly reserves the right to negotiate with several consultants simultaneously and, thereafter, to award a contract to the consultant offering the most favorable terms to the Agency. Submittals, therefore, should contain the consultant’s most favorable terms and conditions, because the selection and award may be made without further discussion with any consultant. The most responsive and competitive submittals will be considered by the Executive Director, or the Board of Directors (as applicable) for consideration and selection. The Agency reserves the right to accept or reject any and all submittals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all consultants at any stage of the evaluation.

The evaluations will be based upon the following criteria:

<p><u>Knowledge of Federal Transportation Issues and Advocacy Experience:</u> To what extent does the person who would be the lead advocate for the Agency demonstrate an in-depth knowledge of current federal transportation issues and proposals? What is their experience in serving as a federal legislative advocate for public agencies, related to transportation issues?</p>	<p>20 points</p>
<p><u>Relationships with key federal decision-makers:</u> To what extent does the proposed lead advocate have a positive working relationship with key Congressional transportation committee members and staff? What about key Administration staff?</p>	<p>20 points</p>
<p><u>Demonstrated Success in Obtaining Federal Funding:</u> What is the past track record of the proposed advocacy team in securing federal funds for transportation projects?</p>	<p>20 points</p>
<p><u>Understanding of Transportation Agency needs and priorities:</u> Does the proposed lead advocate understand the transportation goals and priorities of the Agency? To what extent will the proposed course of action help to achieve the agency’s federal goals and priorities?</p>	<p>20 points</p>
<p><u>References:</u> Does the lead advocate have favorable references from past, similar clients?</p>	<p>10 points</p>
<p><u>Cost:</u> Is the proposed retainer competitive as compared to other teams? How does the proposed level of service compare with other teams?</p>	<p>10 points</p>
<p><u>Total possible points</u></p>	<p>100 points</p>

QUESTION & ANSWERS, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, ADDENDA

This Request for Qualifications and any addenda will be posted on the Agency's website (<https://www.tamcmonterey.org/bids-and-proposals>). Questions and answers regarding the request for qualifications will also be posted on the website. All potential bidders are responsible for checking the website for any addenda to the bid documents, and the proposal must cite any addenda to be responsive. To receive email notifications of addenda to this Request for Qualifications, prospective proposers must submit an email request to the Project Manager.

Any requests for clarification or exceptions to requirements in this Request for Qualifications must be received by the Agency no later than 12:00 pm Pacific Daylight Time (PDT), on Tuesday, April 20, 2021, to guarantee response or consideration. Responses to questions concerning this Request for Qualifications posed before this deadline will be posted on the Agency's website ([www.tamcmonterey.org](http://www.tamcmonterey.org)).

SUBMITTAL REQUIREMENTS and FORMAT

All interested firms are required to submit one (1) digital copy of their statement to perform the requested consulting services.

A. Project Team

The statement shall clearly identify a Project Manager who shall serve as the lead advocate for the agency. The statement shall include the names and resumes of key personnel of the proposed team to be assigned to the contract and a chart representing the proposed organizational structure of the team. For the proposed Project Manager, the statement shall identify:

1. Knowledge of current federal transportation issues, including relevant experience in representing and/or working for public agencies;
2. Relationships with key Congressional and Administration staff and decision-makers; and,
3. Demonstrated success in securing federal transportation funding for clients.

B. Understanding of Agency Interests

The statement shall identify the project team's understanding of the Agency's federal priorities and goals and shall indicate a recommended course of action for achieving these goals with Congress and the Administration.

C. References

The statement shall include at least three (3) recent references from past clients for similar types of work.

D. Cost of Services

The statement of qualifications shall include a listing of the monthly retainer and the estimated hours per week spent by the assigned personnel for the term of the contract.

E. Contract Exceptions

The statement of qualifications shall include a list of any proposed changes to the sample agency contract.

PROPOSED AWARD SCHEDULE

<b>TAMC Board authorization to staff to release RFQ</b>	<b>March 24, 2021</b>
<b>Release of Request for Qualifications</b>	<b>April 8, 2021</b>
<b>Deadline for proposer questions/clarifications</b>	<b>April 20, 2021 - 12:00 pm PDT</b>
<b>Electronic proposals due to TAMC</b>	<b>April 22, 2021 - 12:00 pm PDT</b>
<b>TAMC Board consideration of contract approval</b>	<b>May 26, 2021</b>
<b>Contract expiration date (plus 2 one-year renewal options)</b>	<b>June 30, 2024</b>

QUESTIONS

If you need assistance or have any questions, please email or call the Project Manager, Christina Watson, [christina@tamcmonterey.org](mailto:christina@tamcmonterey.org); (831) 775-4406.

LEGAL INFORMATION

A. Modification or Withdrawal of Submittals

Any submittals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, however, the modified submittal must be received by the time and date specified above.

B. Property Rights

Any submittals received within the prescribed deadline become the property of TAMC and all rights to the contents therein become those of TAMC.

C. Confidentiality

Before award of the contract, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all Proposal), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of any submittals as confidential will be regarded as non-effective and will be disregarded.

D. Amendments to Request for Qualifications

TAMC reserves the right to amend the Request for Proposals by addendum before the final submittal date.

E. Non-Commitment of TAMC

This Request for Qualifications does not commit TAMC to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure or contract for services. All products used or developed in the execution of any contract resulting from this Request for Qualifications will remain in the public domain at the completion of the contract.

F. Conflict of Interest

The prospective consultant shall disclose any financial, business or other relationship with TAMC that may have an impact upon the outcome of this contract or TAMC construction project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or TAMC projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on TAMC projects.

G. Nondiscrimination

The prospective consultant must certify compliance with nondiscrimination requirements of TAMC pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

H. Final Selection and Protests

The selection process is considered concluded when a “Tentative Award” email is sent to all participating consultants indicating which consultant will be recommended approval. The firm recommended is not a final selection and no contract is certain until approved by the TAMC Executive Director, or Board of Directors, as applicable.

Protestants shall email a detailed statement of protest to the project manager no later than five (5) business days after receipt of the Tentative Award email described above.

Attachments:

- A. Scope of Services
- B. Sample TAMC Standard Agreement for Professional Services

## ATTACHMENT A

### Scope of Services

Represent and advocate for the Transportation Agency for Monterey County (TAMC) before the Congress and the federal Administration with the goal of securing transportation funding, taking legislative positions and securing administrative policy through, but not limited to, the following activities:

- Provide information on federal funding opportunities for TAMC priority transportation projects and assist TAMC staff in completing the required documentation for federal funding requests.
- Secure meetings with TAMC Congressional delegation members, key transportation committee staff and if possible, members related to federal funding for specific projects and key policy issues.
- Represent TAMC before legislative committees and staff in Washington, DC.
- Monitor and report on federal legislation, rulemakings and policies which may affect TAMC priorities.
- Advise TAMC staff and the Agency Board of Directors on federal legislative strategy and positions.
- Work with other organizations and/or interest groups to develop a coalition of interest in support of TAMC projects and issues.
- Submit monthly, a brief written summary of activities, including itemized hours spent on behalf of TAMC, with the monthly invoice.



ATTACHMENT B

**Sample Agency Contract**

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
AND \_\_\_\_\_  
AGREEMENT FOR PROFESSIONAL SERVICES  
FOR: FEDERAL LEGISLATIVE ADVOCACY SERVICES**

**EFFECTIVE: [DATE]**

This is an agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and [Consultant's Name], a [indicate legal status of entity, e.g., a California corporation, an individual dba . . ., a California partnership], [Consultant's address], hereinafter called "Consultant."

The parties agree as follows:

1. Employment of Consultant. TAMC hereby engages Consultant and Consultant hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in Exhibit A.
  - (a) The work is generally described as follows: federal legislative advocacy services.
  - (b) Consultant represents that Consultant and its agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
  - (c) Consultant, its agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. Consultant shall ensure for itself and for any subcontractors under this Agreement that the applicable requirements of Labor Code Section 1725.5, concerning the registration of contractors for public works, shall be in force and maintained for the term of this Agreement.
  - (d) Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant

shall not use TAMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

- (e) Consultant's project manager shall be the person specified in Exhibit A. If Consultant desires to change the project manager, Consultant shall get written approval from the TAMC Executive Director of the new project manager.
  - (f) Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the TAMC Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
  - (g) Consultant's Project Manager shall meet with TAMC's Project Manager, as needed, to discuss progress on the contract.
2. Term of Agreement. The term of this Agreement shall begin upon [DATE], contingent upon approval by the TAMC Board of Directors, and Consultant shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 28. Unless earlier terminated as provided herein, this Agreement shall remain in force until [DATE]. Consultant acknowledges that this Agreement is not binding until it is fully executed and approved by TAMC.
3. Payments to Consultant; maximum liability. Subject to the limitations set forth herein, TAMC shall pay to Consultant the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the Consultant under this Agreement is set forth in Exhibit B: Budget and shall not exceed the amount of \_\_\_\_\_ Dollars (\$XXXX). If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.
4. Method of Payment/Allowable Costs and Payment. It is mutually understood and agreed by both parties that Consultant shall be compensated under this Agreement in accordance with the Budget set forth in Exhibit B. Prices and rates of compensation shall remain firm for the initial term of the Agreement. TAMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. Consultant shall not levy any additional fee or surcharge of any kind during the term of this Agreement in the absence of

a written amendment to this Agreement. Pricing as per this Agreement is inclusive of all applicable taxes.

5. Invoices and Progress Reports. Progress payments may be made monthly, in arrears, based on receipt of the Monthly Activities Report and Invoice (Exhibit C) monthly retainer fee and travel expenses as specified in the Budget set forth in Exhibit B. If Consultant fails to submit the required deliverable items according to the schedule set forth in Exhibit A, TAMC shall have the right to delay payment or terminate this Agreement in accordance with Paragraph 6 (Termination). Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed during the billing period. Invoices shall follow the format stipulated in the Monthly Activities Report and Invoice format attached hereto as Exhibit C, and shall reference the project title **Federal Legislative Advocate**.

The total amount payable by TAMC resulting from this Agreement shall not exceed the amount of \_\_\_\_\_ (\$XXXXX).

6. Termination.

- (a) TAMC reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.
- (b) TAMC may also terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to Consultant of any ground for termination then being considered, and also provide Consultant with a good faith opportunity to avoid termination, as reasonably determined by TAMC in its absolute discretion. If TAMC terminates this Agreement for good cause, TAMC may be relieved of the payment of any consideration to Consultant, and TAMC may proceed with the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due Consultant.
- (c) The maximum amount for which TAMC shall be liable if this Agreement is terminated is zero (0) dollars.
- (d) Termination of this Agreement shall not terminate Consultant's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 7 and 17.

7. Indemnification.

To the fullest extent permitted by law, including California Civil Code Sections 2782 and 2782.6, Consultant shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct. Notwithstanding any other provision of this Agreement, Consultant's obligation to defend, indemnify and hold harmless TAMC shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Consultant's performance pursuant to the Agreement.

7. Insurance.

- a. Without limiting Consultant's duty to indemnify as set forth in this Agreement, Consultant shall maintain, at no additional cost to TAMC, throughout the term of this Agreement a policy or policies of insurance with the following coverage and minimum limits of liability (check if applicable):
- ✓ Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.
  - ✓ Professional liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims made" basis rather than an "occurrence" basis, Consultant shall, upon

the expiration or termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the surviving term of Consultant’s obligation to defend, indemnify and hold harmless TAMC as set forth in Paragraph 7.

- b. All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of Consultant’s completion of performance hereunder.
  - c. Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation or non-renewal thereof.
  - d. Commercial general liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant’s insurance.
  - e. TAMC shall not be responsible for any premiums or assessments on the policy.
8. Workers’ Compensation Insurance. If during the performance of this Agreement, Consultant employs one or more employees, then Consultant shall maintain a workers’ compensation plan covering all of its employees as required by Labor Code Section 3700, either (a) through workers’ compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer’s liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be replaced with consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors’ compliance herewith.
9. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, Consultant shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with

TAMC's contract administrator evidencing that Consultant has in effect the insurance required by this Agreement. Consultant shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.

10. Retention of Records/Audit. Consultant shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement for a period of three years after final payment under the Agreement. TAMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of Consultant and its subcontractors related to services provided under this Agreement.
11. Inspection of Work. Consultant and any subconsultant shall permit TAMC to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.
12. Confidentiality; Return of Records. Consultant and its officers, employees, agents, and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Consultant shall not disclose any confidential information received from TAMC or prepared in connection with the performance of this Agreement without the express permission of TAMC. Consultant shall promptly transmit to TAMC all requests for disclosure of any such confidential information. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder. When this Agreement expires or terminates, Consultant shall return to TAMC all records, which Consultant utilized or received from TAMC to perform services under this Agreement.
13. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.
14. Statement of Compliance/Non-Discrimination.
  - a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
  - b) 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, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

15. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.
  
16. Independent Contractor. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of Consultant's failure to make such payments.
  
17. Delegation of Duties; Subcontracting.
  - a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between TAMC and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAMC for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from TAMC'S obligation to make payments to the Consultant.
  
  - b) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by TAMC's Contract Administrator, except that, which is expressly identified in the approved Budget/Cost Proposal.

- c) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by TAMC.
- d) Any substitution of subconsultant(s) must be approved in writing by TAMC's Contract Administrator prior to the start of work by the subconsultant(s).
- e) Any work performed by a subconsultant shall be done in conformance with this Agreement, and TAMC shall pay Consultant for the work but not for any markup, including subcontract management, supervisions, administrative and other expenses, or reimbursable costs.

18. Ownership of Data. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. Consultant shall furnish TAMC all necessary copies of data needed to complete the review and approval process.

19. Confidentiality of Data.

- a) All financial, statistical, personal, technical, or other data and information relative to TAMC's operations, which are designated confidential by TAMC and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.
- b) Permission to disclose information on one occasion, or public hearing held by TAMC relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- c) Consultant shall not comment publicly to the press or any other media regarding the Agreement or TAMC's actions on the same, except to TAMC's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- d) Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by TAMC, and receipt of TAMC'S written permission.
- e) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.



20. Prevailing Wages. Consultant shall comply with all prevailing wage requirements, including California Labor Code Section 1770, et seq., and any Federal or local laws or ordinances, that may be applicable to the work to be performed pursuant to this Agreement.

21. Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with TAMC that may have an impact upon the outcome of this Agreement, or any ensuing TAMC construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing TAMC construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

22. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

23. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

24. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

25. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

26. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for

performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

27. Contract Administrators. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be set forth in Exhibit A; TAMC's designated administrator of this Agreement shall be Debra L. Hale, Executive Director. TAMC's Project Manager under this Agreement shall be [NAME]. TAMC's Finance Officer is Dave Delfino.

28. Notices. Notices required under this Agreement shall be delivered via email to the project managers as noted below:

To TAMC: Christina Watson                      To Consultant: [Project Manager]

Email: christina@tamcmonterey.org                      Email:

29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Services

Exhibit B – Budget

Exhibit C – Monthly Activity Report and Invoice format

32. Entire Agreement. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREOF, TAMC and Consultant execute this agreement as follows:

<p>TAMC</p> <p>By: _____</p> <p>Debra L. Hale</p> <p>Executive Director</p> <p>Dated: _____</p>	<p>[CONSULTANT]</p> <p>By: _____</p> <p>Name:</p> <p>Title:</p> <p>Dated: _____</p> <p>By: _____</p> <p>Name:</p> <p>Title:</p> <p>Dated: _____</p>
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INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers (e.g., (1) chairperson of the board, the president or any vice president and (2) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer). If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

\*\*\*\*\*

Approved as to form:

\_\_\_\_\_

TAMC Counsel

Dated: \_\_\_\_\_

For TAMC internal use:

Work Element number to be used for the contract: \_\_\_\_\_

## EXHIBIT A

### **Scope of Services: Federal Legislative Advocate**

Represent and advocate for the Transportation Agency for Monterey County (TAMC) before the Congress and the federal Administration with the goal of securing transportation funding, taking legislative positions and securing administrative policy through, but not limited to, the following activities:

- Provide information on federal funding opportunities for TAMC priority transportation projects and assist TAMC staff in completing the required documentation for federal funding requests.
- Secure meetings with TAMC Congressional delegation members, key transportation committee staff and if possible, members related to federal funding for specific projects and key policy issues.
- Represent TAMC before legislative committees and staff in Washington, DC.
- Monitor and report on federal legislation, rulemakings and policies which may affect TAMC priorities.
- Advise TAMC staff and the Agency Board of Directors on federal legislative strategy and positions.
- Work with other organizations and/or interest groups to develop a coalition of interest in support of TAMC projects and issues.
- Submit monthly, a brief written summary of activities, including itemized hours spent on behalf of TAMC, with the monthly invoice.

**Consultant Project Manager:**

**EXHIBIT B: Budget**

The monthly retainer for this work shall be:

Expenses related to this work shall be covered in this monthly retainer amount; except for trips to Monterey County as authorized by the Project Manager.

The total annual not-to-exceed amount of this contract shall be:

**EXHIBIT C: Monthly Activity Report & Invoice Format**

**Federal Legislative Advocate**

**[Consultant Firm Name]**

**Invoice #**

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**Invoice Date:**

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**Invoice Amount:**

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**Invoice Period:**

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Activities conducted during this period:

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