

REQUEST FOR PROPOSALS

For

RESIDENTIAL COLLECTION, RECYCLING AND DISPOSAL SERVICES OF SOLID WASTES FOR REFUSE SERVICE AREA C IN SAN JOAQUIN COUNTY SJCDPW-RFP-24-08

October 28, 2024



San Joaquin County Department of Public Works 1810 East Hazelton Avenue Stockton, California 95205 (209) 953-7452

Solicitation #SJCDPW-RFP-24-08

COUNTY OF SAN JOAQUIN DEPARTMENT OF PUBLIC WORKS

RESIDENTIAL COLLECTION, RECYCLING AND DISPOSAL SERVICES OF SOLID WASTES FOR REFUSE SERVICE AREA C IN SAN JOAQUIN COUNTY REQUEST FOR PROPOSALS SJCDPW-RFP-24-08

1.0 INTRODUCTION

The San Joaquin County Department of Public Works (SJCDPW) requests proposals from qualified Residential Refuse Service Collectors (Collector) to undertake, perform, and complete the tasks set forth in Request for Proposals (RFP) – SJCDPW-RFP-24-08. The recommended Collector will perform Residential Collection, Recycling and Disposal Services for the Refuse Service Area C of San Joaquin County (SERVICES).

The recommended Collector will be the highest-ranking Collector that has successfully negotiated the terms for award of a franchise agreement. The recommended Collector will be requested to enter into a Franchise Agreement with San Joaquin County (County). All work shall comply with the County Policies.

Republic Services dba Sunset Disposal Inc. currently provides collection services to the Refuse Service Area C (RSA C) through a Franchise Agreement that expires on December 31, 2025. County is seeking a new collection Franchise Agreement with a six (6) year term that will begin no later than January 1, 2026.

2.0 COUNTY'S GOAL AND OBJECTIVES

The County is requesting proposals from Collectors that have demonstrated experience and success in providing residential collection, recycling and disposal services comparable to RSA C described in this RFP. The County seeks proposals from entities that have demonstrated delivery of exemplary customer service to all residents and businesses, in a manner that is cost effective and supports landfill diversion.

The County's goals and objectives for this procurement, and for future collection services, are as follows:

- Provide exceptional, on-time, safe, courteous, responsive, and high-quality services to customers, with a customer-focused philosophy.
- Provide service to customers at reasonable rates that are effectively managed over the term of the new Franchise Agreement to minimize future rate increases.
- Engage a contractor who is committed to being an active member of the community.
- Ensure that the County and its residents and businesses achieve, and maintain or exceed, compliance with State solid waste and recycling requirements, including but not limited to AB 939, AB 341, AB 1826, SB 1383, SB 54, and all current and future related regulations.
- Expand and enhance the opportunities for residents and businesses in the County to divert materials from landfill disposal, with priority for the hierarchy of waste reduction, reuse, recycling, composting, and landfilling.
- Provide timely, actionable, accurate and transparent information regarding collection services, costs and revenues, operations, maintenance, fleet and staffing levels, labor issues, priority complaints, service challenges, industry / company / management changes, and any other activities that may impact County's residents and communities. As a partner, develop and implement open communications that respond to potential incidents prior to escalation.
- Minimize environmental impacts of collection operations.
- Engage a contractor that cooperatively delivers service to customers and the County and collaborates with the County to allow programs to evolve over time.
- Ensure a fair and equitable Agreement for all parties.

Location: The Refuse Service Area C is located in the unincorporated County area as shown in the Boilerplate Franchise Agreement (Exhibit A) as Exhibit E Refuse Service Area Map.

3.0 FRANCHISE AGREEMENT AND SCOPE OF SERVICES

The Boilerplate Franchise Agreement presents all the contract terms and conditions including a complete description of the collection services and programs requested, as well as addressing contractor's compensation and rate-setting methods, dispute resolution, indemnification, insurance, performance assurances, default and remedy provisions, termination rights, performance standards and consequences for non-compliance, reporting obligations, and other provisions.

The Rate Sheet is provided as Exhibit B. The proposal will be evaluated and used by the County as the final scope of the new Franchise Agreement.

4.0 SERVICES PROVIDED BY SJCDPW AND RESTRICTIONS

SERVICES PROVIDED BY SJCDPW

SJCDPW will provide the following services and/or information to the Collector:

SJCDPW shall furnish access to other information, data, and maps as currently exist in files
necessary for carrying out the requested services to Collector, without charge, and SJCDPW shall
cooperate in every way possible in the carrying out of the work without undue delay. SJCDPW's
responsibility to provide access to information is limited to data of record in County files and in the
format as recorded. The Collector shall check and investigate existing information and conditions
and notify SJCDPW of any deficiencies that are discovered.

SJCDPW reserves the right to eliminate, reduce, or modify the Preliminary Work Scope or to perform any of said work with SJCDPW staff.

5.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Each page of the proposal must be numbered, and the total number of pages may not exceed ten (10) double-sided, standard pages (8 ½ by 11"). The page limit applies to all content with the following exceptions: Franchise Agreement, an optional table of contents, not to exceed one page; any folder, cover or section dividers; the required Debarment and Suspension Certification.

Costs for preparing and submitting a response to this RFP are entirely the responsibility of the Collector and shall not be chargeable in any way to SJCDPW.

The required content, described below, includes a Cover Letter, Executive Summary, and Rate Sheet.

5.1 COVER LETTER

- A. <u>Authorization and Compliance</u>: The proposal must be delivered with a cover letter signed by an official or representative authorized by the Collector to negotiate and commit to terms regarding the RFP. The Collector shall provide a brief statement addressing the ability of the Collector to comply with the indemnification, insurance and performance bond requirements as outlined in Article 11 "INDEMNITY, INSURANCE AND PERFORMANCE BOND" of the Exhibit A. The Collector shall also provide a brief statement affirming that the proposal terms shall remain in effect for one hundred twenty (120) days following the date proposal submittals are due.
- B. <u>Affirmative Action Plan</u>: The Collector shall attest to the Collector's affirmative action plan or other policies aimed at eliminating unlawful discrimination and provide a brief statement about the Collector's adoption and compliance with its plan or policy.
- C. <u>Conflict of Interest</u>: The Collector shall disclose to SJCDPW any interest, direct or indirect, which

could conflict in any manner or degree with the performance of services required. A potential conflict of interest may include, but is not limited to, work related to SERVICES in RSA C, contracts with County departments, cities, developers, current clients, and other parties who may have a financial interest in the outcome of the SERVICES. At the County's discretion, a potential conflict of interest may be waived or factored into the final award decisions and/or a modified scope of work.

- D. <u>Debarment and Suspension Certification</u>: In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, the Collector shall certify that there are currently no suspensions, debarments, voluntary exclusions, or ineligibility determinations by any federal agency. The completed Debarment and Suspension Certification, Attachment "A", shall be submitted as part of the proposal; however, it is excluded from the RFP's maximum allowable length.
- E. <u>State Prevailing Wage Rates</u>: The Collector shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 117, and all federal, state, and local laws and ordinances to the work.
- F. <u>Federal, State, and Local Laws:</u> Collector shall comply with applicable federal, state, and local laws which set forth requirements for the handling of refuse. Collector must submit evidence that Collector either has, or is able to obtain, a valid Solid Waste Collector's License, in addition to any otherwise required business license, from the County to collect or transport solid waste.
- G. <u>Signature and Contact Information</u>: The cover letter shall be signed by the Collector's Project Manager and an official authorized to negotiate and contractually bind the Collector with the County regarding the requested services. The Project Manager shall be the main contact with SJCDPW for technical and contractual issues. <u>Please provide the telephone number, fax number, email, and office location of the Project Manager.</u>

5.2 EXECUTIVE SUMMARY

The proposal includes a summary of the approach, work plan, and capabilities of the Collector. The summary should indicate an understanding of the purpose of the SERVICES.

The proposal shall contain the following information for the Collector and all subcontractors:

- A. A summary of the Collector's <u>overall capabilities</u>, history, recent and related experience, and expertise. Provide information on the Collector's experience related to providing SERVICES. Provide information on the Collector's current workload, facilities, resources, and experience that clearly demonstrate its ability to successfully complete SERVICES.
- B. A list of <u>similar reference services</u>, comparable in nature to the proposed SERVICES that Collector <u>has completed</u>. The Collector shall include the Collector's performance in providing previous service to SJCDPW for consideration.

The reference list should include:

- Client name, contact person, and <u>current</u> telephone number (Note: If the contact person or telephone numbers are incorrect, the reference will be deemed invalid.);
- Service description and location;
- Description of services provided;
- Budget performance;
- Schedule performance;
- Subcontractors employed.

C. Describe at least <u>one primary reference service</u> example, in more detail than those listed above, related to providing SERVICES. It is preferable that the primary reference project as closely as possible resemble SERVICES.

Describe the approach and methodology that were used to provide the required services including any equipment or special software. The level of detail must clearly delineate between major and minor work tasks. Identify any supplemental tasks that were deemed necessary or recommended.

Include names, addresses, and current telephone numbers of the client and the name of the client's key representative assigned to the Collector's work.

6.0 PROPOSALS SUBMISSION REQUIREMENTS

- 6.1 SJCDPW reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJCDPW. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.
- 6.2 Costs for developing proposals are entirely the responsibility of Collector and shall not be chargeable in any way to SJCDPW. All materials submitted become the property of SJCDPW and may be returned only at SJCDPW's option.
- 6.3 <u>Hard Copy Submittal</u>: Five (5) hard copies and one (1) electronic copy on a flash drive of the proposal, signed by an authorized representative, shall be delivered on or before 12:00 p.m. on Friday, November 22, 2024, to:

Nhan Tran County of San Joaquin Department of Public Works Bridge Engineering Division 1810 East Hazelton Avenue Stockton, California 95205

The following information must be placed in the lower left corner of the sealed envelope/package containing the proposal:

RESIDENTIAL COLLECTION PROPOSAL
RECYCLING AND DISPOSAL SERVICES OF SOLID WASTES FOR
REFUSE SERVICE AREA C IN SAN JOAQUIN COUNTY
REQUEST FOR PROPOSALS - SJCDPW-RFP-24-08
(Name of the Collector)

OPEN BY SJCDPW CONSULTANTS' SOLICITATION STAFF ONLY

*CAUTION: SJDPW'S lobby is closed to the public on Friday from 12:00 – 5:00 pm.

7.0 QUESTIONS

- 7.1 General questions regarding the solicitation procedure may be directed to Nhan Tran, Management Analyst II, at email address: ntran@sigov.org.
- 7.2 Technical questions about the requested services that might require a clarification of the RFP, should be submitted in writing to Nhan Tran at ntran@sigov.org.
- 7.3 Any new information about the RFP, including responses to questions that warrant a clarification of the RFP and/or RFP addenda, will be posted on the San Joaquin County Public Works

website: https://www.sigov.org/department/pwk/rfps-and-rfgs

Collectors are advised to register for Solicitation No. SJCDPW-RFP-24-08 at the previously listed website to receive an emailed Notice of Release of Addendum if any new information is released.

7.4 The deadline for submitting questions is indicated below in the Collector Selection Schedule.

8.0 COLLECTOR SELECTION PROCESS

8.1 Collector <u>Selection Schedule:</u> SJCDPW will follow the Collector selection schedule listed below, but reserves the right to modify the schedule in any manner necessary to serve the best interests of SJCDPW:

| Request for Proposals Released | Monday, October 28, 2024 |
|---------------------------------------|----------------------------------|
| Written Questions Submitted by | Thursday, November 14, 2024 |
| Release Response to Written Questions | Friday, November 15, 2024 |
| Proposals DueFriday | , November 22, 2024, by 12:00 PM |
| Notification, Final Selection/Ranking | Monday, December 2, 2024 |

8.2 <u>Proposal Evaluation:</u> SJCDPW will review the proposals for completeness, clarity, and content quality. Each proposal will be reviewed to determine if it meets the requirements contained in Section 5.0 "PROPOSAL FORMAT AND CONTENT REQUIREMENTS." SJCDPW may reject any proposal if it is conditional, incomplete or contains irregularities. SJCDPW may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the RFP documents, and it shall not exempt the Collector from any terms of an executed Collector Franchise Agreement, should one be awarded.

SJCDPW will assemble a selection committee, comprised of SJCDPW staff members and other qualified individuals, which will evaluate proposals that meet the minimum qualifications as listed in Exhibit C. Proposals will be evaluated according to the criteria outlined in Attachment "B."

Aside from the selection process described herein, Collectors or their representatives are prohibited from attempting to influence this Collector solicitation by contacting Selection Committee members, elected officials, SJCDPW staff, or other individuals and entities involved in selecting the Collector or awarding the Collector agreement. Any such attempt to influence selection outside of the proscribed process will be grounds for disqualification.

- 8.4 <u>Rate Sheet Requirements:</u> The rate sheet submitted shall follow the format provided in EXHIBIT "B". SJCDPW is not responsible for mathematical calculations resulting from imbedded formulas in EXHIBIT "B". It is the Collector's responsibility to assure the mathematical correctness of its submittal.
- 8.5 <u>Selection:</u> SJCDPW will tabulate qualifications, written proposal, and rate sheet scores to be used as the basis for selection, and Collectors will be ranked for the Franchise Agreement

The selected Collector will be the highest ranking proposal that has been successfully negotiated for award of the Franchise Agreement. The successful Collector will be requested to enter into Franchise Agreement with the County. SJCDPW's Boilerplate Franchise Agreement are shown as Exhibit "A". The prospective Collector is advised that the Boilerplate Franchise Agreement reflects the County and SJCDPW's standard business practices which are set and not subject to change. The prospective Collector is also advised that the agreement will not be in force until it is approved by San Joaquin County Board of Supervisors. The Collector will be required to satisfy all insurance certification requirements before SJCDPW issues Notice to Proceed.

9.0 GENERAL INFORMATION

- 9.1 <u>Proposal Confidentiality</u>: Prior to the San Joaquin County Board of Supervisors executing the Franchise Agreement, all Collector proposals and solicitation documentation will be designated confidential to the extent permitted under the California Public Records Act. After the Franchise Agreement has been executed, or if the Franchise Agreement is not to be executed and all proposals have been rejected, all responses will be regarded as public records. Any language in submitted proposals purporting to render confidentiality shall be regarded as non-effective and shall be disregarded.
- 9.2 <u>SJCDPW Rights</u>: Proposals received within the prescribed deadline become the property of SJCDPW and all rights to the contents therein become those of SJCDPW. SJCDPW may investigate the qualifications of any Collector under consideration, require confirmation of information furnished by a Collector and/or require additional evidence of qualifications to perform the work described. SJCDPW reserves the right to:
 - A. Modify the selection process as may be in their best interests.
 - B. Reject any or all of the proposals if such action is in their interest.
 - C. Issue subsequent Requests for Proposals.
 - D. Cancel the entire Request for Proposals.
 - E. Correct technical errors and amend the Request for Proposals by addendum prior to the final proposal submittal date process.
 - F. Seek the assistance of outside technical experts in proposal evaluation.
 - G. Approve or disapprove the use of any subcontractors.
 - H. Negotiate with any, all, or none of the Request for Proposals respondents.
 - I. Award an agreement to one or more Collector.
 - J. Accept other than the lowest cost proposal.
 - K. Waive informalities and minor irregularities in proposals.

This Request for Proposals does not commit SJCDPW to enter into a Franchise Agreement, nor does it obligate SJCDPW to pay for any costs incurred in preparation and submission of proposals or in anticipation of an agreement.

For inquiries about this Request for Proposals, see Section 7 QUESTIONS. Thank you for your interest in the RFP.

Attachments and Exhibits

Attachment A: Debarment and Suspension Certification

Attachment B: RFP Evaluation Criteria

Attachment C: Disclosure of Lobbying Activities Exhibit A: Boilerplate Franchise Agreement

Exhibit B: Rate Sheet

Exhibit C: Minimum Qualifications

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

The prime Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person, associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

does not have a proposed debarment pending; and

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

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

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

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

| Signature | | |
|----------------|--|--|
| | | |
| Collector Name | | |

RFP EVALUATION CRITERIA

Initial Evaluation: Pass/Fail

Upon receipt, the proposals will be evaluated by Public Works staff for: compliance with the procedures and minimum qualifications (Exhibit C) described in the RFP; completeness; and acceptability (achievement of minimum requirements for comparable experience, financial ability, and agreement with the proposed terms of the draft Agreement). Proposals that fail to pass the initial evaluation will not be considered for further review.

Evaluation of Proposals

Proposals that have passed the initial "Pass/Fail" review described above will be evaluated and scored by the Evaluation Team consisting of members from County Administrators Office, Purchasing, and Public Works. Using the established criteria, the committee members will utilize a scale of 100 points to score the proposals. During the evaluation process, the County may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information from a prospective vendor. The County may request a prospective vendor to make a presentation and make itself available for an interview. Evaluation Team committee members will review and score each vendor's response independently based on the following weighted evaluation criteria:

EVALUATION CRITERIA MATRIX

Total Points Available: 100

| CATEGORY | POINT VALUE |
|--|-------------|
| 1. Proposed Rates: | 80 |
| Proposed Annual Rate | |
| 2. Additional Services: | 15 |
| Approach and Methodology (0-3 points) | |
| Experience and Qualifications (0-3 points) | |
| Quality of Deliverables (0-3 points) | |
| Value for Money (0-3 points) | |
| Sustainability and Impact (0-3 points) | |
| 3. Local Hire Preference: | 5 |
| Fixed Office within County, County Business License, Employs San Joaquin County Residents | |
| Total: | 100 |

EVALUATION CRITERIA

1. Proposed Rates (80 points):

Service Rates

Scoring of the price factor shall be based upon a comparison of the total proposed rate period one

revenues. The rate will be determined by taking the proposed rate for each service level (30-, 60- and 90-gallon cart) and multiplying it by the provided number of customers for each service level, then multiply by 12 (months) to calculate the annual revenue for each cart size. Total the annual revenues for each cart size to determine the total proposed rate period one revenues. The lowest total proposed rate period one revenues will receive full points. The remaining proposals will lose a point for each percentage they are higher. Percents will be rounded to the nearest whole number.

| EXAMPLE | | | | | | | | |
|---|----|---------------------------|---|----------|---|-----------------------|---|-----------------|
| Cart Size | MC | FILL IN ONTHLY RATE | | Accounts | | Frequency (Months) | | <u>TOTAL</u> |
| 30 Gallon | \$ | 38.50 | X | 3,049 | Х | 12 | = | \$ 1,408,638.00 |
| 60 Gallon | \$ | 55.00 | X | 5,466 | Х | 12 | = | \$ 3,607,560.00 |
| 90 Gallon | \$ | 62.50 | X | 10,547 | Х | 12 | = | \$ 7,910,250.00 |
| TOTAL ANNUAL AGREEMENT \$ 12,926,448.00 | | | | | | | | |

2. Additional Services (15 points):

The Additional Services category is providing the vendor an opportunity to define a proposal that adds value to the residents of Refuse Service Area C. These additional services are above and beyond the expectations placed in the agreement. These additional services may be enhancements to items included in the agreement such as:

- Diversion Programs
- Stickers, Extra Pick-ups, Increased Frequency, etc.
- Special Events
- Roll-offs/Dumpster
- Public Education Booths
- Portable Restrooms
- Handwashing Stations

OR, the additional services may be enhancements to items not included in the agreement. Local examples include:

- Recyclable Revenue Sharing
- Compost Provision
- Tree Trimming
- Street Sweeping
- Leaf Season Collection

All examples referenced are for illustrative purposes only and are not to be considered preferences of the County.

Responding to Additional Services

For each criterion, provide clear and detailed responses:

1. Approach and Methodology

Outline your proposed approach, including methods and strategies.

Highlight any innovative or unique elements of your methodology.

2. Experience and Qualifications

- Detail relevant experience and qualifications of your team.
- Include case studies or examples of past projects similar to the proposal.

3. Quality of Deliverables

- Specify what deliverables you will provide and their expected quality.
- Discuss any standards or benchmarks that will be used to measure success.

4. Value for Money

- Justify your proposed budget by linking costs to specific benefits and deliverables.
- Highlight any cost-saving measures or efficiencies.

5. Sustainability and Impact

- Discuss the sustainability of your proposed solutions.
- Identify potential long-term impacts and benefits of your project.

3. Local Vendor Preference (5 points):

A Local Vendor Preference is an added component to promote business with local vendors. "Local vendor" shall mean any business which:

- Has a fixed office or distribution point located in and having a street address within the County for at least one year. Post Office Box addresses do not qualify a business as a "local vendor."
- Has a current business license issued by the County or a city in the County.
- Employs at least one (1) full time or two (2) part time employees whose primary residence is located within San Joaquin County.

This is a Pass/Fail category with those vendors passing receiving 5 points.

Note: In order to remain compliant with the U.S. Constitution's "dormant commerce clause," local vendor preference does not apply in the event an out-of-state vendor responds to the RFP.

Attachment "C"

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

| 1. | Type of Federal Action: 2. Status of Fe | ederal Action: 3. Report Type: | | | | | | |
|---|---|--|--|--|--|--|--|--|
| 4. | a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance Name and Address of Reporting Entity Subawardee | * | | | | | | |
| 6. | Tier, if known Congressional District, if known Federal Department/Agency: | Congressional District, if known 7. Federal Program Name/Description: | | | | | | |
| | Federal Action Number, if known: | CFDA Number, if applicable 9. Award Amount, if known: | | | | | | |
| 10 | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) | | | | | | |
| | (attach Continuation Sheet(s) if necessary) | | | | | | | |
| 11 | \$ actual planned | a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify | | | | | | |
| 14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: | | | | | | | | |
| | (attach Continuation | n Sheet(s) if necessary) | | | | | | |
| 15 | . Continuation Sheet(s) attached: Yes | No | | | | | | |
| 16 | Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 | Signature: | | | | | | |
| 1 5 | J.S.C. 1352. This information will be reported to Congress emiannually and will be available for public inspection. Any erson who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than | Print Name: Title: | | | | | | |
| | \$100,000 for each such failure. | Telephone No.:Date: | | | | | | |
| | | Authorized for Local Reproduction | | | | | | |
| Fed | eral Use Only: | Standard Form - LLL | | | | | | |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
- 2. Identify the status of the covered federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
 (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- 15. Check whether or not a continuation sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.