

REQUEST FOR QUALIFICATIONS

FOR

ENGINEERING SERVICES FOR STATEWIDE FLOOD EMERGENCY RESPONSE ROUND 3 PROJECT

January 13, 2025



San Joaquin County Department of Public Works 1810 East Hazelton Avenue Stockton, California 95205 (209) 953-7452 SJCDPW-RFQ-25-01

Table of Contents

1.0 Introduction	3
2.0 Project Background/ History	3
3.0 Preliminary Scope of Work	4
4.0 Services Provided by SJCDPW	4
5.0 RFQ Format and Content Requirements	4
5.1 Cover Letter	4
5.2 Summary of Qualifications	5
5.3 Project Approach And Proposed Scope	6
6.0 Qualification Submission Requirements	
7.0 Questions	8
8.0 Consultant Selection Process	9
9.0 Indemnification	
10.0 Insurance Requirements	
11.0 General Information	10
Attachments	•••••
Debarment and Suspension Certification	12
Qualification/Qualifications Evaluation Worksheet	13
Disclosure of Lobbying Activities	14

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1.0 INTRODUCTION

The San Joaquin County Department of Public Works (SJCDPW) requests Statement of Qualifications (SOQ's) from qualified and innovative Consultants to provide consulting engineering services for the full engineering design services for the Statewide Flood Emergency Response Grant Round 3 (Project).

The selected Consultant (Consultant) will be requested to enter into a Consultant Services Agreement with the San Joaquin County as set forth in this Request for Qualifications (RFQ). The Consultant shall be required to provide all labor, equipment, tools, and facilities necessary for the completion of the Project.

Expected Duration of the PROJECT: October 31, 2026

2.0 PROJECT BACKGROUND

The Project consists of planning, preparing, designing and implementing the following: 1) Flood Automated Local Evaluation in Real Time (ALERT) System Training; 2) Inundation Mapping; 3) Locate, Procure, and Install ALERT Rain/Stream Gages; 4) Countywide Flood Fight Resource Stockpiles and Containers; and, 5) Standardized Emergency Management System/National Incident Management System (SEMS/NIMS) Training; 6) Assist with the Integration of Flood Operations Delta Decision Support System by Gathering GIS Data; 7) Program Administration.

3.0 PRELIMINARY WORK SCOPE

The Grant Work Plan is attached as part of "EXHIBIT A". The scope, and budget for Component 3 of the Grant Work Plan will form the basis for the tasks to be completed by the Consultant.

4.0 SERVICES PROVIDED BY SJCDPW

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

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

5.0 RFQ FORMAT AND CONTENT REQUIREMENTS

The SOQ should not include cost or rate information. The County will only request Cost Proposal from the highest ranked Consultant following the final consultant ranking. Costs for preparing and submitting a response to this RFQ are entirely the responsibility of the Consultant and shall not be

chargeable in any way to SJCDPW.

The SOQ submission may not exceed thirty (30) single-sided, standard sized (8 ½" by 11") pages. The page limit does not apply to an optional one-page table of contents, any folder, dividers, or cover. Each page must be numbered. Detailed Resumes may be included in Appendices and will not count towards the page total. Costs for preparing and submitting a response to this RFQ are entirely the responsibility of the Consultant and shall not be charged to the County or recovered from the County in any way. The required content described below, includes a Cover Letter, Summary of Qualifications and Project Approach. The SOQ shall be organized in these tabbed categories:

5.1 COVER LETTER

A. Authorization and Compliance: The SOQ must be delivered with a cover letter signed by an official or representative authorized by the Consultant to negotiate and commit to terms regarding the RFQ. The Consultant shall provide a brief statement addressing the ability of the consulting Consultant and any subconsultant to comply with the indemnification requirements as outlined in *Section 9.0 "INDEMNIFICATION REQUIREMENTS," and the required minimum insurance as outlined in Section 10.0 "INSURANCE REQUIREMENTS"*. The Consultant shall also provide a brief statement affirming that the SOQ terms shall remain in effect for one hundred twenty (120) days following the date SOQ submittals are due.

B. Affirmative Action Plan: The Consultant shall attest to the Consultant's affirmative action plan or other policies aimed at eliminating unlawful discrimination and provide a brief statement about the Consultant's adoption and compliance with its plan or policy.

C. Conflict of Interest: The Consultant 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 projects in the Project area, contracts with County departments, cities, developers, current clients, and other parties who may have a financial interest in the outcome of the Project. 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. Please refer to *EXHIBIT B "Boilerplate Consultant Agreement*" for more information about conflict of interest.

D. Debarment and Suspension Certification: In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, the Consultant 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 SOQ; however, it is excluded from the RFQ's maximum allowable length.

E. State Prevailing Wage Rates: The Consultant 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. Signature and contact information: The cover letter shall be signed by the Consultant's Project Manager and an official authorized to negotiate and contractually bind the Consultant with the County regarding the requested services. The Project Manager shall be the main contact with SJCDPW for technical and contractual issues. *Please provide the telephone number, fax number, email, and office location of the Project Manager.*

G. Optional, Additive Scope of Work: The Consultant shall provide a brief statement acknowledging SJCDPW's option to request optional, additive work as described in the Preliminary Work Scope. The statement shall further recognize that the Consultant and SJCDPW will execute a Task Order specifying the additional services requested and the negotiated amount of additional compensation.

5.2 EXECUTIVE SUMMARY:

SOQ shall contain the following information for the firm and all subconsultants:

A. A summary of the firm's overall capabilities, history, recent and related experience, and expertise. The proposed relationships among all key personnel and support staff that are expected to provide services for the Project should also be identified. Provide information on the firm's experience related to providing engineering services for similar projects. Provide information on the firm's current workload, facilities, resources, and experience that clearly demonstrate its ability to successfully complete the Project within the time constraints stated.

B. Resumes of key personnel anticipated to participate in the Project and an explanation of the function that each key person will be performing. Provide information on the key personnel's experience related to the Project. The Project Manager must a CA licensed design engineer. Similar information is required for each subconsultant's proposed personnel utilized, if any, and the approximate percentage of their contribution. The Consultant shall include a statement of the level of guaranteed commitment of the proposed individuals to actually perform the required preliminary work scope.

C. A list of similar reference projects, comparable in nature to the proposed Project that the key personnel anticipated to participate in this Project have completed.

The reference list should include:

- Client name, contact person, and current telephone number (Note: If the contact person or telephone numbers are incorrect, then the firm will receive zero points for that reference);
- Project description and location;
- Description of services provided;
- Budget performance;
- Schedule performance;
- Key personnel involved; and,
- Subconsultants employed.

D. Describe at least one primary reference project example, in more technical detail than those listed above. It is preferable that the primary reference project as closely as possible resemble the work effort required for the project.

Describe the approach and methodology that were used to provide the required services including any equipment or special software. Clearly identify the specific level of engineering services that were performed and subsequent work products that were produced or delivered. The level of detail must clearly delineate between major and minor work tasks. Identify any supplemental tasks that were deemed necessary or recommended which enhanced the engineering work, reduced cost, or expedited delivery.

Indicate where the prime firm's office was located. If the work was shared among firms of different offices, identify the office locations and the work that were performed in each office. Identify the project manager's specific responsibilities. List all subconsultants that provided services to the firm for the

completion of the Project and describe the role they performed. Identify who performed quality control/assurance and provide a percentage of time that was devoted by the firm in performing this function related to work effort and products. Indicate how much staff time the client and other agencies devoted to the completion of the engineering work.

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

E. Understanding of Community:

A description of project experience and knowledge of the immediate area of San Joaquin County.

5.3 Project Approach And Proposed Scope

The Consultant shall describe the overall approach and methodology that will be used to provide the required services. Project approach will be measured by the Consultant's demonstrated understanding of the Project's scope of services and the recognition of potential issues warranting special effort and/or concern. The Consultant's Project Approach will be evaluated by the completeness of the Proposed Scope in addressing the Project's needs, including a full coverage of the Project's data needs and technical evaluations.

The Consultant shall present an approach that demonstrates added value. Items of discussion included may consist of the following.

- Identify any supplemental tasks deemed necessary and recommend alternatives which may enhance the Project, reduce cost, or expedite delivery.
- Indicate where the work is to be performed. If the work is to be shared among Consultants or different offices, identify the locations and the work to be performed in each Consultant or office. Travel to Project site will be required, but excessive travel time and expenses will be avoided to ensure operating efficiency and responsible cost control. This requirement is more easily met by Consultants that are capable of responding on site with short notice and that are based within a 75mile radius of Stockton, California.
- Indicate level of participation the Consultant expects the SJCDPW to provide in order to complete the tasks outlined in the preliminary work scope.
- Identify any potential risks with the current Grant approach, budget, or schedule.

6.0 SOQ SUBMISSION REQUIREMENTS

- **6.1**. SJCDPW reserves the right to reject any and all SOQs, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJCDPW. Non-acceptance of any SOQ will be devoid of any criticism of the proposal and of any implication that the qualifications were deficient.
- **6.2** Costs for developing proposals are entirely the responsibility of the Consultant 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 Firm will have options of submitting proposals via hard copy <u>OR</u> through: <u>https://www.bidexpress.com</u>
 . SOQs received later than the bellow date and time will be rejected and returned to sender unopened. SOQs delivered by fax will not be accepted.

6.4 Hard Copy Submittal: One (1) hard copy and one (1) electronic copy on a flash drive of the proposal, signed by an authorized representative, shall be delivered on or before 4:00 p.m. on February 10, 2025, 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: Statement of Qualifications STATEWIDE FLOOD EMERGENCY RESPONSE ROUND 3 PROJECT REQUEST FOR QUALIFICATIONS SJCDPW-RFP-25-01 (Name of the Firm) OPEN BY SJCDPW CONSULTANTS SOLICITATION STAFF ONLY

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

BID EXPRESS SUBMITTAL:

Firm may also submit proposals at <u>https://www.bidexpress.com</u>. One (1) electronic proposal, electronically signed by an authorized representative, shall be submitted on or before 4:00 pm on **February 10, 2025. CAUTION**: Bid Express is a subscription bid submitting platform. There is a time consuming vetting process for submitting proposals on Bid Express. Please contact Bid Express for more information.

7.0 QUESTIONS

General questions regarding the solicitation procedure may be directed to Nhan Tran at <u>ntran@sjgov.org.</u>

Technical questions about the requested services that might require a clarification of the RFQ should be submitted, in writing, to Nhan Tran at <u>ntran@sjgov.org</u>. Email is preferred.

Any new information about the RFQ, including responses to questions that warrant a clarification of the RFQ and/or RFQ addenda, will be posted on the San Joaquin County Public Works website:

https://www.sjgov.org/department/pwk/rfps-and-rfqs

Consultants are advised to register for Solicitation No. SJCDPW-RFQ-25-01 at this website to receive an emailed Notice of Release of Addendum if any new information is released. The deadline for submitting questions is indicated below in the Consultant Selection Schedule.

8.0 CONSULTANT SELECTION PROCESS

A. <u>Consultant Selection Schedule</u>: SJCDPW will follow the Consultant Selection Schedule listed below, but reserves the right to modify the schedule in any manner necessary to accommodate the SJCDPW:

Release Request for Qualifications	Monday, January 13, 2025
Written Questions Submitted by	Thursday, January 30, 2025
Release Response to Written Questions	Friday, January 31, 2025
Qualifications Due from Consultants	Monday, February 10, 2025 by 4:00 pm
Notification/Scheduling Oral Interviews	Thursday, February 20, 2025
Consultants Oral Interviews	Thursday, February 27, 2025
Final Ranking	Friday, February 28, 2025
Cost Proposal from highest ranked	Wednesday, March ,5 2025
Begin Agreement Negotiations	Tuesday, March 11, 2025
Conclude Agreement Negotiations	Thursday, February 17, 2025
Board of Supervisors Approves Agreement	Tuesday, April 22, 2025.
Notice to Proceed	Wednesday April 23, 2025

B. <u>SOQ Evaluation</u>: SJCDPW will review the qualifications for completeness, clarity, and content quality. Each qualification will be reviewed to determine if it meets the requirements contained in Section 5 "QUALIFICATION FORMAT AND CONTENT REQUIREMENTS". SJCDPW may reject any SOQ if it is conditional, incomplete, or contains irregularities. SJCDPW may waive an immaterial deviation in a qualification. A waiver of an immaterial deviation shall not modify the RFQ documents, and it shall not exempt the Consultant from any terms of an executed Consultant Services Agreement, should one be awarded.

SJCDPW will assemble a Selection Committee, comprised of GSA staff members and other qualified individuals, which will evaluate submitted qualifications and select a short list of Consultants for presentation interviews. The evaluation for the written qualifications and statements of qualifications will be based on the criteria shown in Attachment "B".

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

- C. Oral Presentation and Interview Selection Process: An oral presentation and interview will be conducted with up to five (5) Consultants that are ranked the highest based upon written and professional qualifications. SJCDPW may choose to increase or decrease the number of Consultants interviewed. Those Consultants invited to interviews will be notified of the dates and times of their interviews. SJCDPW anticipates that oral interviews will be arranged according to the schedule on the Consultant Selection Schedule. Consultants will also be notified of additional information, if any, to be submitted at the oral presentation and interview. Failure to appear at the oral presentation and interview will be considered nonresponsive and Consultant will be eliminated from further consideration. Oral presentations and interviews will be evaluated using the criteria shown in Attachment "B".
- D. <u>Selection</u>: SJCDPW will tabulate qualifications, written qualification, oral presentation, and interview final scores to be used as the basis for selection, and Consultants will be ranked for Consultant Services Agreement negotiations.

The selected Consultant will be asked to provide a rate schedule for negotiation. The rate

schedule will consist of a "not-to-exceed" price quotation along with current fee schedules, task hours, personnel wage rate sheets, and other costs. Other direct costs may be set forth as independent cost items with supporting cost documentation. *Please note, the contract with the SJCDPW does not allow Consultant to add a mark-up to other direct costs and does not allow mark-ups on Sub-consultant fees.*

The prospective Consultant is advised that SJCDPW' Draft Consultant Services Agreement is not normally subject to substantive change. The prospective Consultant is also advised that the agreement will not be in force until it is approved and fully executed by the SJCDPW Board. The Consultant will be required to satisfy all insurance certification requirements before SJCDPW issues a Notice to Proceed.

9.0 INDEMNIFICATION REQUIREMENTS

The Consultant Services Agreement for the Project requires Consultant to comply with the following hold harmless and indemnification requirements.

- A. The CONSULTANT shall, at its expense, defend, indemnify and hold harmless the COUNTY and its members and their employees, officers, directors, contractors, and agents from and against any losses, liabilities, damages, penalties, costs, fees including, without limitation, reasonable attorneys' fees, and expenses from any claim or action, including, without limitation, for bodily injury or death, to the extent caused by, or arising from, the negligence or willful misconduct of CONSULTANT, its employees, officers, agents, or subconsultants.
- B. The duty of CONSULTANT to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and, at CONSULTANT's own cost and expense, the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in Section 2782.8 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of negligence. CONSULTANT shall provide legal counsel reasonably acceptable to the COUNTY.

10.0 INSURANCE REQUIREMENTS

The Consultant Services Agreement for the Project requires Consultant to comply with the following insurance requirements.

- 10.1 Consultant shall be required to obtain the minimum insurance required under this section and no work will be allowed until such insurance certificates evidencing the required coverage shall be furnished to the COUNTY. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty (30) days' written notice has been furnished to the COUNTY. The County's minimum insurance requirements will <u>not</u> be subject to negotiation.
 - A. Consultant shall obtain and keep in full force and effect during the life of the Consultant Services Agreement, at Consultant's own expense, General Liability Insurance on an occurrence-based policy, including contractual liability with a combined single limit in the minimum amount of two million dollars (\$2,000,000), and automobile liability insurance with a combined single limit in the minimum amount of one million dollars (\$1,000,000). Such

insurance shall be primary, shall name COUNTY as additional insured, and shall expressly indicate that such insurance is related to the Consultant's activities under the agreement.

- **B**. Consultant shall obtain, at Consultant's own expense, and provide evidence of Professional Liability Insurance on an occurrence-based policy with an aggregate limit in an amount no less than two million dollars (\$2,000,000).
- C. Workers' Compensation Insurance: Consultant shall take out and maintain, during the life of the agreement, workers' compensation insurance for all of the Consultant's employees employed for the Project and, in case any work is sublet, Consultant shall require sub-consultants to similarly provide workers' compensation insurance for all of the latter's employees. If any class of employees engaged in hazardous work for the Project is not protected under the Workers' Compensation Statute, then the Consultant shall provide and shall cause any sub-consultant to provide insurance for the protection of employees engaged in hazardous work.
- **10.2** Consultant shall furnish a Certificate of Insurance to County upon execution of the Consultant Services Agreement and prior to issuance of the Notice to Proceed, indicating that Consultant, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to County. Such certificates shall state that County shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof. The above insurance shall be of the broad form coverage type, affording coverage on property in the care, custody, and control of Consultant. Adequate proof of insurance in compliance with the above requirements shall be furnished to the County. An additional insured endorsement to Consultant's liability insurance policy naming the County. Notwithstanding the above, Consultant's liability insurance policy shall be endorsed as primary insurance.

10.0 GENERAL INFORMATION

- A. <u>Qualification Confidentiality</u>: Prior to the County executing the Consultant Services Agreement, all Consultant qualifications and solicitation documentation will be designated confidential to the extent permitted under the California Public Records Act. After the Consultant Services Agreement has been executed, or if the agreement is not to be executed and all qualifications have been rejected, all responses will be regarded as public records. Any language in submitted qualifications purporting to render confidentiality shall be regarded as non-effective and shall be disregarded.
- **B.** <u>SJCDPW Rights</u>: RFQ's and statements of qualifications 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 Consultant under consideration, require confirmation of information furnished by a Consultant, 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 qualifications if such action is in their interest.
 - C. Issue subsequent Requests for Qualifications.
 - D. Cancel the entire Request for Qualifications.
 - E. Correct technical errors and amend the Request for Qualifications by addendum prior

to the final qualification submittal date process.

- F. Seek the assistance of outside technical experts in qualification evaluation.
- G. Approve or disapprove the use of any Sub-consultants.
- H. Negotiate with any, all, or none of the Request for Qualifications respondents.
- I. Award an agreement to one or more Consultants.
- J. Accept other than the lowest cost qualification.
- K. Waive informalities and minor irregularities in qualifications.

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

For inquiries about this Request for Qualifications, see Section 7 Questions. Thank you for your interest in the PROJECT.

Attachments and Exhibits

Attachment A: Debarment and Suspension Certification Attachment B: Qualification/Qualifications Evaluation Worksheet Attachment C: Disclosure of Lobbying Activities Exhibit A: Work Plan Exhibit B: Draft Consultant Services Agreement

Attachment "A"

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 Qualification. Signing this Qualification on the signature portion thereof shall constitute signature of this Certification.

Signature of Consultant

Consultant Name

Attachment "B" QUALIFICATIONS EVALUATION WORKSHEET

CONSULTANT			
Subconsultants			
WRITTEN SOQ & TECHNICAL PROPOSAL	(a) Weight	(b) Score 0-10	(a x b) Weighted Score
A. Experience of Consultant/Project team	1.00		
B. Knowledge of Local Conditions and Concerns	1.00		
C. Approach	1.00		
D. Value Added to Enhance Project Scope	1.00		
E. Project Manager's Experience	1.00		
ORAL PRESENTATION/INTERVIEW			
A. Demonstrated knowledge of required work		2.00	
B. Demonstrated course of action to meet goals		1.00	
C. Demonstrated capabilities of Consultant/subconsultant 1.00 project team		1.00	
D. Demonstrated sensitivity to local/regional issues	3	1.00	
SUBTOTAL INTERVIEW SCORE (50 points	maximum)		
TOTAL SCORE (100 poin	nts maximui	m)	
LUATOR	DA	TF	

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 Federal Action: 3. Report Type: a. contract a. bid/offer/application a. initial b. initial award b. material change b. grant c. cooperative agreement c. post-award d. loan For Material Change Only: e. loan guarantee year quarter f. loan insurance date of last report 4. Name and Address of Reporting Entity 5. If Reporting Entity in No. 4 is Subawardee, **Enter Name and Address of Prime:** Subawardee Tier _____, if known Prime Congressional District, if known Congressional District, if known Federal Department/Agency: 7. Federal Program Name/Description: 6. CFDA Number, if applicable 8. Federal Action Number, if known: 9. Award Amount, if known: 10. a. Name and Address of Lobby Entity b. Individuals Performing Services (including (If individual, last name, first name, MI) address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary) 11. Amount of Payment (check all that apply) 13. Type of Payment (check all that apply) actual planned a. retainer \$___ b. one-time fee 12. Form of Payment (check all that apply): c. commission a. cash d. contingent fee b. in-kind; specify: nature e deferred value f. other, specify Brief Description of Services Performed or to be performed and Date(s) of Service, including 14. officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation 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 Signature: _____ was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 Print Name: U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any Title: person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than Telephone No.: Date: \$100,000 for each such failure. Authorized for Local Reproduction Standard Form - LLL Federal Use Only:

Attachment "C"

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.
- 10. (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.