

**CONTRACT FOR RESEARCH SERVICES
BY AND BETWEEN
ASSOCIATION OF METROPOLITAN PLANNING ORGANIZATIONS RESEARCH
FOUNDATION
AND
SYNTHICITY, INC.**

THIS AGREEMENT, (hereinafter referred to as the "CONTRACT") is made and entered into this _____ day of January 2014 by and between the Association of Metropolitan Planning Organizations Research Foundation (hereinafter referred to as "AMPORF"), with its principal office located at 444 North Capitol Street, N.W., Suite 345, Washington, D.C. 20001, and Synthicity, Inc. with its office at 2470 Telegraph Avenue, Berkeley, California 94720 (hereinafter referred to as the "CONTRACTOR"),

WITNESSETH:

WHEREAS, AMPORF issued a Request for Proposal ("RFP") to secure a contractor to develop a common transportation modeling platform; and

WHEREAS, CONTRACTOR warrants and acknowledges that it has the necessary qualifications and ability to carry out such a study; and,

WHEREAS, CONTRACTOR expressed its desire to carry out such a study by responding to the RFP on October 31, 2013 with a proposal to conduct the study;

THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT OF WORK

- a. The CONTRACTOR shall conduct the study on a task order basis for Tasks 1(a), 1(b), and 1(c) in accordance with the description of the study included in the RFP dated September 20, 2013, as further described by the outline of tasks, deliverables, schedule and cost included in Contractor's proposal ("Proposal") dated October 31, 2013, Chapter 3 – Proposed Work Plan and Budget. Both the RFP and Proposal are included by reference into this Contract. If there is a conflict between the terms of the RFP and the terms of the Proposal, the terms of the RFP shall control unless otherwise agreed in a writing executed by AMPORF and Contractor.
- b. The CONTRACTOR understands that its proposal was selected, in part, based on the team of highly qualified professionals from Synthicity, Inc. and Urban Analytics, Inc. that Contractor put together for this project and described in Contractor's proposal. Contractor agrees that it will use the key staff described in its proposal for each Task and understands that such key staff may not be changed without the written consent of AMPORF.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

- a. The total not to exceed amount of this CONTRACT shall be sixty-five thousand dollars (\$65,000) which shall be inclusive of all expenses, profits and fees. Payment to the CONTRACTOR shall be on a time and materials basis, upon completion of each Task, with a cap for each Task as detailed in the Proposal. The hourly rate for CONTRACTOR's key personnel shall be as shown in Chapter 3 – Proposed Work Plan and Budget of its Proposal. It is understood and agreed that AMPORF and the MPO Partners shall review the deliverables from each Task and determine after such review, in AMPORF's sole discretion, whether the Contractor shall go forward with the remaining tasks.
- b. Payment shall be made by AMPORF to CONTRACTOR within thirty (30) days after acceptance of the deliverables from each Task on the basis of a detailed invoice which shall be submitted by CONTRACTOR to AMPORF on or about the time the deliverables for each Task are provided to AMPORF. Invoices and deliverables shall be sent to the attention of Rich Denbow, Director of Technical Programs.

SECTION 3. WORK FOR HIRE

CONTRACTOR acknowledges that all work under this CONTRACT constitutes a work for hire and as such any and all rights, including but not limited to copyright and patents, arising from the work and/or any materials developed or acquired by the Contractor under this CONTRACT shall be the exclusive property of AMPORF. The CONTRACTOR agrees to include proper copyright notice (i.e., "Copyright 2013 by Association of Metropolitan Planning Organizations Research Foundation. All rights reserved.") on all work created, published and distributed under or with respect to this Contract. Any and all such materials shall be delivered to AMPORF not later than the termination date of this Contract, unless requested earlier by AMPORF or as otherwise noted in the schedules for performance and timeline included in the Proposal.

SECTION 4. ADMINISTRATION OF THE CONTRACT

For the purpose of this CONTRACT, the Executive Director of AMPORF, or her designee, is the AMPORF Contracting Officer, and is the only party authorized to make changes or amendments in this CONTRACT on behalf of AMPORF. The AMPORF Project Manager shall be Rich Denbow, AMPORF's Director of Technical Programs.

SECTION 5. BREACHES AND DISPUTE RESOLUTION

- a. Disputes arising in the performance of this CONTRACT which are not resolved by agreement of the parties shall be decided in writing by the AMPORF Executive Director or his/her designee. This decision shall be final and conclusive unless within ten (10) working days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the Contractor and the Contractor shall abide the decision.
- b. Unless otherwise directed by AMPORF, Contractor shall continue performance under this

CONTRACT while matters in dispute are being resolved.

- c. Should either party to the CONTRACT suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Unless this CONTRACT provides otherwise, all claims, counterclaims, disputes and other matters in question between AMPORF and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the District of Columbia.
- e. The duties and obligations imposed by the CONTRACT and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by AMPORF or the Contractor shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

SECTION 6. CHANGES

- a. Any modification or change in any aspect of this CONTRACT must be accomplished in writing by both parties before it is considered a contract requirement.
- b. The parties hereto may, from time to time, propose changes in the Statement of Work to be performed by the CONTRACTOR. Such changes, including material scope of work changes, time schedule and report delivery changes, budget revisions that increase, decrease, or materially change the CONTRACT's total compensation must be mutually agreed upon in writing and approved by and between AMPORF and the CONTRACTOR.

SECTION 7. TERM AND TERMINATION

The Period of Performance shall commence upon execution of this CONTRACT by both parties and terminate March 30, 2015 unless extended by the mutual written agreement of AMPORF and the CONTRACTOR. This CONTRACT may be terminated by AMPORF, in whole or in part, at any time by written notice to the Contractor when it is in AMPORF's best interest. If this contract is terminated, AMPORF shall be liable only for payment under the payment provisions of this contract for services performed in accordance with the manner of performance set forth in the contract, rendered before the effective date of termination.

SECTION 8. INDEMNIFICATION

The Contractor, acting as an independent contractor, shall hold AMPORF harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

SECTION 9. SEVERABILITY

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the CONTRACT shall be construed as if not containing the particular provision or provisions held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

SECTION 10. ASSIGNMENT

This CONTRACT shall not be assigned, sublet or transferred in whole or in part by the Contractor, except with the previous written consent of the AMPORF Contracting Officer or his designee.

SECTION 11. ENTIRE AGREEMENT

This CONTRACT sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This CONTRACT may only be altered, amended or modified in accordance with the Changes Clause of this Contract.

THE PARTIES hereto have executed this CONTRACT as of the day, month and year first above written.

**ASSOCIATION OF METROPOLITAN
PLANNING ORGANIZATIONS RESEARCH
FOUNDATION**

SYNTHCITY, INC..

By: _____
DeLania Hardy, Executive Director

By: _____

Title: _____

Fed. ID: _____

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

ZZZ

I. Funding Agency Changes

Contractor shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and AMPORF, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

II. No Government Obligation to Third Parties

1. The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of AMPORF, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. 3801 et seq.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program

- Fraud Civil Remedies Act of 1986 on the Contractor or to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
 3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

IV. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations.
2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
 - a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the

future affect activities undertaken in the course of this Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the funding federal agency may issue.

- b. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and other applicable law, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the funding federal agency may issue.
 - c. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the funding federal agency may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal Assistance, modified only if necessary to identify the affected parties.

V. Interest of the Contractor

The Contractor covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

**ATTACHMENT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia;
- Have not within a three-year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

Typed Name of Vendor

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date