

DRAFT REQUEST FOR PROPOSALS (RFP) 0-2369

STATE LEGISLATIVE ADVOCACY AND CONSULTING SERVICES



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	June 22, 2020
Pre-Proposal Conference Date:	July 14, 2020
Question Submittal Date:	July 20, 2020
Proposal Submittal Date:	August 14, 2020
Interview Date:	September 8, 2020

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June 22, 2020

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 0-2369: “STATE LEGISLATIVE ADVOCACY AND CONSULTING SERVICES”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide state legislative and advocacy and consulting services beginning January 1, 2021 through December 31, 2022, with two, two-year option terms.

Proposals must be received in the Authority’s office at or before 2:00 p.m. on August 14, 2020.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Georgia Martinez, Section Manager, Procurement**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Georgia Martinez, Section Manager, Procurement**

Note: The Authority utilizes a third-party delivery service; therefore, please anticipate a 48-hour delay in delivery of proposals mailed to the

P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 0-2369, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Services	Legislative Advocacy Services - California State Government Relation Services

A pre-proposal conference will be held on July 14, 2020, at 10:30 a.m. **via teleconference only.**

IN-PERSON ATTENDANCE IS NOT AVAILABLE
This pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is 1 (714) 558-5200 Conference ID: 51349#. The conference will begin promptly at 10:30 p.m. (PST). Callers are requested to dial in and mute the call.

All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established September 8, 2020, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on July 14, 2020, at 10:30 a.m. via teleconference only.

IN-PERSON ATTENDANCE IS NOT AVAILABLE This pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is 1 (714) 558-5200 Conference ID: 51349#. The conference will begin promptly at 1:30 p.m. Callers are requested to dial in and mute the call.

All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Georgia Martinez, Section Manager, Procurement
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5605, Fax: 714.560.5792
Email: gmartinez@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or

agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.
gmartinez@octa.net

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on July 20, 2020.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: gmartinez@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than July 23, 2020. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Georgia Martinez, Section Manager, Procurement.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:
Professional Services

Commodity:
Legislative Advocacy Services -
California State
Government Relation Services

Inquiries received after 5:00 p.m. on July 20, 2020 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on August 14, 2020.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Georgia Martinez, Section Manager, Procurement**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Georgia Martinez, Section Manager, Procurement**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

3. Identification of Proposals

Offeror shall submit an **original and six (6) copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of

any Offeror, and/or require additional evidence of qualifications to perform the work.

- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed monthly fees for work specified in the Scope of Work, included in this RFP as Exhibit A. This agreement will include a two-year initial term beginning January 1, 2021, with two, two-year option terms.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

N. PROHIBITION

The firm(s) awarded lobbying services under this RFP will be prohibited from representing or lobbying any party competing for a contract with the Authority (either as a prime contractor or a subcontractor).

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Georgia Martinez, Section Manager, Procurement and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, including legislative advocacy and consulting services to similar organizations, including transit agencies, transportation commissions, transportation agencies, or other similar private or public entities. Highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies identified in this RFP.
- (4) Provide examples of the scope of work for your current clients and narrative examples of accomplishments in achieving the requirements identified in the respective scope of work.
- (5) Provide a complete list of all current clients of the firm and of the principal for this agreement.
- (6) In not more than three pages, describe your firm's success in representing public agencies or other clients.
- (7) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (8) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.

- (9) Provide as a minimum three (3) references **presently** served by your firm in a capacity similar to that described in the Scope of Work. Include name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed.
- (10) Provide as a minimum three (3) references **previously** served by your firm within the past 5 years in a capacity similar to that described in the Scope of Work. Furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Describe how the firm proposes to staff this engagement. Include the name of the principal, the name(s) of individuals designated to assist in this contract, and the qualifications and experience of each person named. Provide brief resumes (not more than two [2] pages each) highlighting your staff's education, experience, and applicable professional credentials of proposed staff.
- (2) Describe the principal's experience in obtaining state support and/or funding for transportation and transit projects. Describe the principal's experience in working with transportation clients and legislation and appropriations secured in the past four years. Please provide samples of projects and programs.
- (3) List the members of the Legislature with whom the principal and any individuals designated in item (1) have a special relationship and describe each relationship
- (4) List the officials of state departments, agencies, boards, and commissions with whom the principal and any individuals designated in item (1) have a special relationship and describe that relationship.
- (5) Describe the principal's relationship with the Governor and his administration.

- (6) Describe specifically how the principal and/or staff are qualified and positioned to be an effective advocate on behalf of the Authority, with one or more of the following audiences: Governor and his administration, majority party of the Legislature, minority party of the Legislature, Orange County delegation, California Transportation Commission, California Department of Transportation, and Public Utilities Commission.
- (7) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to representing the Authority in Sacramento.
- (2) Briefly describe your outlook for the next two years on issues affecting the Authority at the state level.
- (3) Based upon your knowledge of the Authority, describe your recommendations of key advocacy goals for the 2021-22 and 2022-23 legislative sessions, and how your firm would assist the Authority in achieving those goals.
- (4) Provide samples of past reports, informational materials, and written correspondence which show specific accomplishments similar to what you would expect to accomplish for the Authority.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit G, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit G may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit G, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed monthly rates to complete the Scope of Work.

5. Appendices

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

B. FORMS**1. Campaign Contribution Disclosure Form**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original

proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

4. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled “Public Records Act Indemnification” provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

1. **Qualifications of the Firm** **25%**
 Experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; the length of time your firm has been representing public transportation agencies.

2. **Staffing and Project Organization** **35%**
 Qualifications of the principal and other staff; key personnel's level of involvement in performing the related work; principal's strong bipartisan relationships with transportation authorizing and appropriating committee's leadership and members in the Senate and Assembly; the principal's strong relationship with Transportation Committee members, and Appropriations Committee members; the principal's strong relationships with members of the Orange County Congressional Delegation; extent of any possible conflicts of interest.

3. **Work Plan** **25%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; ability to meet deadlines; utility of suggested technical or procedural innovations; the firm's understanding of necessary advocacy goals; approach in representing Authority work in concert with Authority's policies and objectives.

4. **Cost and Price** **15%**
 Reasonableness of the fixed monthly rate and competitiveness of this with other offers received; adequacy of data in support of figures quoted; cost comparison to the Authority's current state lobbyist contract; cost comparison to the Authority's budget for this contract.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a

competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established September 8, 2020, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Legislative and Communications Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Legislative and Communications Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

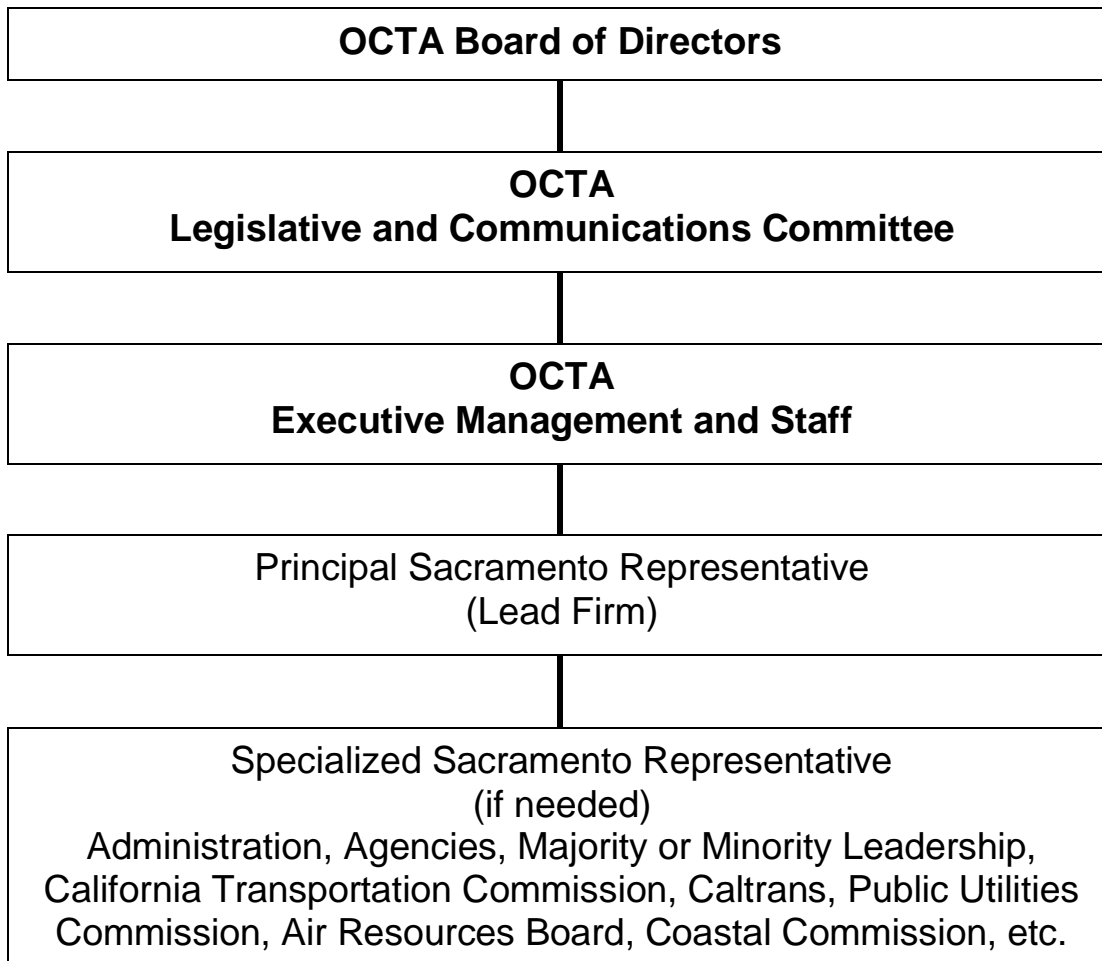
Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

**Sacramento Legislative Advocacy and Consulting Services
Scope of Work**

Reporting Relationship

The Orange County Transportation Authority's (OCTA) Manager of State and Federal Relations and/or his/her designee will be the key contact and will coordinate the work of the CONSULTANT. OCTA, at its sole discretion, may enter into more than one contract with additional firms with a Reporting Relationship of:



Role of the CONSULTANT

Under the coordination of the Manager of State and Federal Relations and/or his/her designee, the CONSULTANT shall be responsible for implementing the objectives described below.

Objectives

Objective 1: Maintain regular contact with the Governor's office; members of the Legislature and committee staff; and state departments, agencies, boards, commissions, committees, and staff to determine impending changes in laws, regulations, and funding priorities that relate to the OCTA.

- Meet with members of the Governor's office and Legislature to discuss policy issues affecting OCTA.
- Meet with members and staff of state agencies on issues that could impact the programming, delivery and funding of OCTA projects and services, including the California Transportation Commission; California State Transportation Agency; California Department of Transportation; California Air Resources Board;
- Track and attend meetings and actions by state agencies directly impacting transportation, including those associated with the Department of Finance; California Department of Tax and Fee Administration; Office of Planning and Research; California State Transportation Agency, Department of Transportation; California High-Speed Rail Authority; California Highway Patrol; California Department of Motor Vehicles; California Public Utilities Commission; California Environmental Protection Agency; and California Air Resources Board

Objective 1 Deliverable:

- Electronic reports of issues that could affect OCTA projects or funding.

Objective 2: Notify OCTA of anticipated, newly introduced or amended state legislation and proposed regulations, which could impact OCTA.

- Provide bill number and brief summary of introduced or amended state legislation via e-mail.
- Provide information relative to legislative hearings.
- Provide information on bills' sponsors, supporters, and opponents.
- Advise OCTA of proposed transportation, environmental, employment, and safety related legislation and regulations which could impact OCTA and provide copies as requested.

Objective 2 Deliverables:

- Copies of legislation, committee analyses, and proposed regulations as requested.
- Electronic notification of introduced bills and amendments, with summaries.
- Notification of legislative hearings.

Objective 3: Advocate OCTA's legislative program and positions on legislation, proposed regulations, and funding and transportation programming priorities as adopted by the Board.

- Participate in the preparation of OCTA's legislative program by informing staff of upcoming legislative proposals, budget forecasts, and potential policy issues.
- Assist in securing authors and drafting language for sponsor bills.
- Assist in drafting amendments to legislation and regulations.
- Build coalitions to support OCTA's positions on significant legislation.
- Testify on behalf of OCTA on Board-adopted positions on legislation at committee and floor hearings, as appropriate.
- Provide copies of all written correspondence, testimony, and position papers given on behalf of OCTA.
- Schedule meetings with legislators, Governor's office, and state departments for OCTA Directors and staff to advocate legislative and funding priorities.
- Participate in transit and transportation lobbying coalitions.
- Analyze and prepare advice on the proposed state budget as it relates to transportation, including, but not limited to, identifying decreases/increases in existing programs, new funding sources, and strategies to enhance transportation funding for OCTA.

Objective 3 Deliverables:

- Copies of all written correspondence, testimony, and position papers given on behalf of OCTA.
- Schedule of meetings with legislators, Governor, and administration.
- Budget analyses.

Objective 4: Provide written and oral reports.

- While the Legislature is in session, highlight significant transportation and related issues in Sacramento of importance to OCTA as needed.
- Submit a monthly written report of advocacy activities and accomplishments.
- As needed, present an in-person report to the Board or the Legislative and Communications Committee during a regular meeting. At least one in-person meeting should occur to develop legislative strategy.
- Once per month, participate via telephone in the Legislative and Communications Committee meeting or other designated committee of the Board.
- Maintain close contact with the Manager of State and Federal Relations on issues of importance.
- Provide electronic updates via e-mail to designated recipients on meetings of the Legislature, transportation issues of importance, press releases, and other issues of importance to OCTA.

Objective 4 Deliverables:

- Written reports highlighting significant transportation and related developments in Sacramento, as needed.
- Monthly written report of advocacy activities and accomplishments.
- As needed, oral presentations to the Board or Legislative and Communications Committee.
- As needed, an in-person legislative strategy session with Members of the Board of Directors.
- Monthly conference calls with the Legislative and Communications Committee or other designated committee.
- Electronic updates on issues of importance.

Objective 5: Maintain Sacramento office.

- Maintain an office in Sacramento, convenient to the State Capitol.
- Provide briefings at office prior to meetings at the Capitol.
- Have available an office for use by Board Members and staff while performing OCTA business in Sacramento.

Objective 5 Deliverable:

- Office in Sacramento.

Objective 6: Provide monthly invoices of services.

- Provide a written summary of meetings attended on behalf of OCTA.
- Provide a list of issues advocated during the month and status.

Objective 6 Deliverable:

- Monthly invoice that includes a written summary of meetings attended on behalf of OCTA and a list and status of the issues advocated for OCTA during the month.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

STATE LEGISLATIVE ADVOCACY AND CONSULTING SERVICES

Enter below the proposed firm-fixed monthly rate to perform the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price contract.

Initial Term: January 1, 2021 – December 31, 2022

Fully-Burdened Monthly Rate:

Year 1 1/1/21 – 12/31/21	Year 2 1/1/22 – 12/31/22
\$ _____	\$ _____

First Option Term: January 1, 2023 through December 31, 2024

Fully-Burdened Monthly Rate:

Year 3 1/1/23 – 12/31/23	Year 4 1/1/24 – 12/31/24
\$ _____	\$ _____

Second Option Term: January 1, 2025 through December 31, 2026

Fully-Burdened Monthly Rate:

Year 5 1/1/25 – 12/31/25	Year 6 1/1/26 – 12/31/26
\$ _____	\$ _____

1. I acknowledge receipt of RFP 0-2369 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-0-2369**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2020 ("Effective
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
8 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred
9 to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide state legislative
12 and advocacy consulting services; and

13 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

14 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
15 and is capable of performing such services; and

16 **WHEREAS**, CONSULTANT wishes to perform these services;

17 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
18 as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

20 A. This Agreement, including all exhibits and documents incorporated herein and made
21 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
22 this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations,
23 understandings and communications. The invalidity in whole or in part of any term or condition of this
24 Agreement shall not affect the validity of other terms or conditions.

25 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
2 conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect.
3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
5 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6 **ARTICLE 2. AUTHORITY DESIGNEE**

7 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
8 exercise any of the rights of AUTHORITY as set forth in this Agreement.

9 **ARTICLE 3. SCOPE OF WORK**

10 A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to
11 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this
12 reference, incorporated in and made a part of this Agreement. All services shall be provided at the times
13 and places designated by AUTHORITY.

14 B. CONSULTANT shall provide the personnel listed below to perform the above-specified
15 services, which persons are hereby designated as key personnel under this Agreement.

16 **Names**

Functions

17
18
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
23 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
24 the services of any key person become no longer available to CONSULTANT, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY
2 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications
3 concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence January 1, 2021 and shall continue in full force and effect
6 through December 31, 2022, (“Initial Term”) unless earlier terminated or extended as provided in this
7 Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
9 additional twenty-four (24) months, commencing January 1, 2023 and continuing through
10 December 31, 2024 (“First Option Term”), and thereupon require CONSULTANT to continue to provide
11 services, and otherwise perform, in accordance with Exhibit A, entitled “Scope of Work”, and at the rates
12 set forth in Article 5, “Payment.”

13 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
14 additional twenty-four (24) months, commencing January 1, 2025 and continuing through
15 December 31, 2026 (“Second Option Term”), and thereupon require CONSULTANT to continue to
16 provide services, and otherwise perform, in accordance with Exhibit A, entitled “Scope of Work”, and at
17 the rates set forth in Article 5, “Payment.”

18 AUTHORITY’s election to extend the Agreement beyond the Initial Term shall not diminish its
19 right to terminate the Agreement for AUTHORITY’s convenience or CONSULTANT’s default as provided
20 elsewhere in this Agreement. The “maximum term” of this Agreement shall be the period extending from
21 January 1, 2021 through December 31, 2026, which period encompasses the Initial Term, First Option
22 Term and Second Option Term.

23 **ARTICLE 5. PAYMENT**

24 A. For CONSULTANT’s full and complete performance of its obligations under this Agreement
25 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
26 shall pay CONSULTANT on a firm-fixed price basis in accordance with the following provisions.

EXHIBIT C

1 B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
2 the work actually completed by CONSULTANT. Work completed shall be documented in a monthly
3 progress report prepared by CONSULTANT, which shall accompany each invoice submitted by
4 CONSULTANT. AUTHORITY shall pay CONSULTANT at the firm-fixed rates specified in Exhibit B,
5 entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a
6 part of this Agreement. These rates shall remain fixed for the term of this Agreement and are
7 acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit.
8 CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to
9 substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full
10 payment until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that
11 CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall constitute
12 AUTHORITY's final acceptance of CONSULTANT's work

13 C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
14 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
15 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
16 shall be accompanied by the monthly progress report specified in paragraph B of this Article.
17 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
18 invoice. Each invoice shall include the following information:

- 19 1. Agreement No. C-0-2369;
- 20 2. Specify the effort for which payment is being requested;
- 21 3. The time period covered by the invoice;
- 22 4. Total monthly invoice (including project-to-date cumulative invoice amount);

23 Monthly Progress Report;

24 5. Certification signed by the CONSULTANT or his/her designated alternate that a)
25 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
26 information included with the invoice is true, complete and correct in all material respects; c) All payments

1 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
2 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
3 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
4 subcontractor or supplier unless so identified on the invoice.

5 6. Any other information as agreed or requested by AUTHORITY to substantiate the
6 validity of an invoice.

7 **ARTICLE 6. MAXIMUM OBLIGATION**

8 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
9 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including
10 obligation for CONSULTANT's profit) shall be _____ Dollars (\$_____.00) which shall include
11 all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or
12 due to termination of, this Agreement.

13 **ARTICLE 7. NOTICES**

14 All notices hereunder and communications regarding the interpretation of the terms of this
15 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing
16 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and
17 addressed as follows:

18 To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

22 ,
23 ATTENTION:

ATTENTION: Georgia Martinez

Section Manager, Procurement

Ph: (714) 560 - 5605

Email: gmartinez@octa.net

1 **ARTICLE 8. INDEPENDENT CONTRACTOR**

2 A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of
3 an independent contractor. CONSULTANT's personnel performing services under this Agreement shall
4 at all times be under CONSULTANT's exclusive direction and control and shall be employees of
5 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and
6 other amounts due its employees in connection with this Agreement and shall be responsible for all
7 reports and obligations respecting them, such as social security, income tax withholding, unemployment
8 compensation, workers' compensation and similar matters.

9 B. Should CONSULTANT's personnel or a state or federal agency allege claims against
10 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
11 allegations involving any other independent contractor misclassification issues, CONSULTANT shall
12 defend and indemnify AUTHORITY in relation to any allegations made.

13 **ARTICLE 9. INSURANCE**

14 A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this
15 Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT
16 shall provide the following insurance coverage:

17 1. Commercial General Liability, to include Products/Completed Operations,
18 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
19 a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate;

20 2. Automobile Liability Insurance to include owned, hired and non-owned autos with
21 a combined single limit of \$1,000,000.00 each accident;

22 3. Workers' Compensation with limits as required by the State of California including
23 a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

24 4. Employers' Liability with minimum limits of \$1,000,000.00; and

25 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

26 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its

EXHIBIT C

1 officers, directors, employees and agents, designated as additional insureds as required by contract. In
2 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
3 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
4 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
5 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the
6 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
7 insurance policies.

8 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
9 C-0-2369; and, Georgia Martinez, Section Manager, Procurement.

10 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall
11 maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

12 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or
13 cancellation of any required insurance policies.

14 **ARTICLE 10. ORDER OF PRECEDENCE**

15 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

16 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-2369 ;(3)
17 CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated
18 by reference.

19 **ARTICLE 11. CHANGES**

20 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
21 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
22 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
23 change causes an increase or decrease in the price of this Agreement, or in the time required for its
24 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
25 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
26 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT

1 from proceeding immediately with the Agreement as changed.

2 **ARTICLE 12. DISPUTES**

3 A. Except as otherwise provided in this Agreement, when a dispute arises between
4 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
5 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
6 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or
7 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the
8 final and conclusive administrative decision.

9 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
10 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
11 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
12 AUTHORITY official or representative on a question of law, which questions shall be settled in
13 accordance with the laws of the State of California.

14 **ARTICLE 13. TERMINATION**

15 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
16 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT
17 its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY
18 to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further
19 claims against AUTHORITY under this Agreement.

20 B. In the event either Party defaults in the performance of any of their obligations under this
21 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
22 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
23 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
24 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
25 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
26 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance

1 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
2 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
3 termination.

4 **ARTICLE 14. INDEMNIFICATION**

5 CONSULTANT shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors,
6 employees and agents from and against any and all claims (including attorneys' fees and reasonable
7 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,
8 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with
9 the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers
10 under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and
11 indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or
12 liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

13 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

14 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
15 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be
16 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by
17 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms
18 and conditions of this Agreement.

19 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of
20 Work to the parties identified below for the functions described in CONSULTANT's proposal.
21 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not
22 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the
23 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
24 employees or sureties for nonpayment by CONSULTANT.

25 /

26 /

Subcontractor Name/Addresses

Subcontractor Amounts

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 18. CODE OF CONDUCT

CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT agrees to include these requirements in all of its subcontracts.

1 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

2 CONSULTANT and all subconsultants performing work under this Agreement, shall be
3 prohibited from concurrently representing or lobbying for any other party competing for a contract with
4 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
5 representation may result in termination of this Agreement.

6 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

7 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all
8 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
9 regulations promulgated thereunder.

10 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

11 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
12 against any employee or applicant for employment because of race, religion, color, sex, age or national
13 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
14 employees are treated during their employment, without regard to their race, religion, color, sex, age or
15 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
16 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
17 forms of compensation; and selection for training, including apprenticeship.

18 **ARTICLE 22. PROHIBITED INTERESTS**

19 CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or
20 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any
21 interest, direct or indirect, in this Agreement or the proceeds thereof.

22 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

23 A. The originals of all letters, documents, reports and other products and data produced under
24 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
25 for CONSULTANT's records but shall not be furnished to others without written authorization from
26 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein

1 shall be retained by AUTHORITY.

2 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
3 descriptions, and all other written information submitted to CONSULTANT in connection with the
4 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
5 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
6 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
7 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or
8 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not
9 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
10 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
11 express written consent of AUTHORITY.

12 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
13 released by CONSULTANT to any other person or agency except after prior written approval by
14 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
15 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
16 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

17 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

18 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
19 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim
20 or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement
21 or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any
22 presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages
23 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of
24 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the
25 defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results
26 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes

1 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination
2 with other material not provided by CONSULTANT when such use in combination infringes upon an
3 existing U.S. letters patent or copyright.

4 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
5 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
6 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
7 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
8 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
9 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
10 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
11 copyright indemnity thereto.

12 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

13 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,
14 photographs, tapes, software, software design documents, including without limitation source code,
15 binary code, all media, technical documentation and user documentation, photoprints and other graphic
16 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
17 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
18 except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no
19 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
20 to the provisions of the Freedom of Information Act, 5 USC 552.

21 B. It is expressly understood that any title to preliminary technical data is not passed to
22 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
23 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
24 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
25 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
26 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be

1 negotiated for all preliminary data.

2 **ARTICLE 26. FORCE MAJEURE**

3 Either party shall be excused from performing its obligations under this Agreement during the time
4 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
5 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
6 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
7 omission by the other party; when satisfactory evidence of such cause is presented to the other party,
8 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
9 the fault or negligence of the party not performing.

10 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

11 CONSULTANT shall comply with all the requirements set forth in Exhibit __, Level 1 Safety
12 Specifications.

13 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-0-23690-2369
14 to be executed as of the date of the last signature below.

15 **CONSULTANT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

16 By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

18 Date: _____

Date: _____

20 **APPROVED AS TO FORM:**

22 By: _____

James M. Donich
General Counsel

24 Date: _____

APPROVED:

By: _____

Lance M. Larson
Executive Director, Government Relations

Date: _____

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EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTION AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical obligations and contractual terms and conditions set forth in the Scope of Work and Proposed Agreement Exhibit C. Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT H: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer’s proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer’s proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____