



CAPITAL SOUTHEAST CONNECTOR JPA

REQUEST FOR PROPOSAL (RFP)

**For JPA PUBLIC OUTREACH, ADVOCACY
DEVELOPMENT AND STRATEGIC VISIONING PLAN,
ONGOING WEBSITE MANAGEMENT AND
SOCIAL MEDIA SERVICES**

December 2011

CAPITAL SOUTHEAST CONNECTOR JPA
10640 MATHER BOULEVARD, SUITE 120
MATHER, CA 95655
(916) 876-9094

REQUEST FOR PROPOSAL (RFP)

I. SCOPE OF WORK/ SERVICES

The required elements of the scope of work section of submitted proposals are described below. The intent of the elements is to allow consultants to develop a scope of work that provides the required information, while also allowing consultants the flexibility to develop a work plan that the consultant deems best suits the project. The scope of work (SOW) shall include all appropriate tasks and deliverables with enough detail for the reviewers to adequately evaluate the consultant team. The selected consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the project. The consultant will receive general direction from the Connector Authority's staff.

The Consultant shall perform professional and strategic outreach services as well as comprehensive website management in support of the development of the proposed project. A generalized scope of services is listed below. The proposal should contain the following work tasks:

A. Public Outreach

The Consultant shall develop and execute a public outreach plan that increases awareness, understanding, and support for the project amongst its many constituents. This effort, at a minimum, shall be designed to inform residents, businesses, community group leadership and elected officials about the project as it advances beyond the program environmental review stage. The plan should work to strengthen existing relationships with key stakeholders and residents along the project corridor, laying a foundation of education and communication for use in the eventual construction phases of the project.

The development of an overall plan should utilize elements and information including, but not limited to: information and individual contacts from prior outreach efforts, existing mailing lists, surveys, stakeholder interviews, media pieces, and all other prior project feedback available through the JPA. The consultant shall draft a plan that includes major themes and mechanisms to most effectively achieve the desired outcome while recognizing the dynamics/complexities of project development from a political, social, environmental, fiscal, and technical standpoint. The plan should provide enough flexibility in its schedule, deliverables and resource allocation to support these aspects as required.

B. Advocacy Development

Building from prior work efforts, the consultant shall advance project concepts and messages to both individuals and agencies to summon support for the project, as needed. The consultant should consider this advocacy as integral to the overall public

outreach plan and use developed relationships as a basis for expansion of the plan. In addition to relationships with public stakeholders, relationships with key policy makers who could be influential to the success of the project should be included in this effort. The Consultant should be prepared to regularly develop messages and dialogue to generate excitement and positive support for any number of key stakeholders as needed during the course of the effort. The Consultant should take an active role in the identification and recruitment of a “champion” or leader of the advocacy effort and recommend to the JPA strategic roles for that leadership to make best use in their influence. Assisting in the organization of activities, events, and engagement opportunities that can assist in developing a “critical mass” of project supporters is considered an essential component of a successful proposal.

C. Strategic Visioning/Communication

Specific to the communication aspects of the work plan, the consultant shall propose a communication plan that provides a strategic approach to communicating with the project stakeholders as well as an analysis of various communication methods and needs. The plan should integrate the various strategies across all segments to strengthen the JPA’s relationship with all stakeholders. Areas that should be addressed include:

- Customized messages to environmental, economic and advocacy groups
- Involvement with civic and community organizations
- Assistance to staff in responding to project inquiries
- Proactive Media relations
- Regular updates to policy makers and civic leaders
- Partnership development for messaging
- Supplemental branding

D. Website Management

The consultant shall perform Webmaster services necessary to maintain and update the JPA website as it is currently developed (Word Press) without significant and extensive re-design to include the following:

- 1) Maintenance of the website – To ensure it is running properly and effectively on a daily basis to the end user including the backend software and user interface elements. This includes the operation of all existing and future links to images, forms, calendars, and other assets that pertain to the existing operation. All work shall be performed utilizing current operating software without customization unless expressly authorized by the JPA.
- 2) Content Updates – The consultant shall assist in the addition and update of website content that includes all the current areas of concentration and site assets. Webmaster shall assist in the addition and updating of basic site elements in concert with outreach feedback and JPA direction including but not limited to photos,

images, animations, documents, audio files, etc. This work shall be performed in a timely manner that shall not exceed two business days from the approval of the change by JPA staff.

3) Web Design – The consultant shall assist in the creation of assets including images, graphics, photos, text, and other noteworthy elements of the site to compliment recent JPA activities. Such designs shall be provided in advance to the JPA prior to posting and be submitted in a final draft form to be readily included. Design adjustments should include the possibility of animation and “Flash” headlines as isolated or routine elements of the website.

4) Social Media – The consultant shall propose an appropriate and effective mechanism to provide social media exposure and interaction for the JPA. Such a mechanism should be determined based on the required element of support from both the consultant and the JPA in comparison to the effectiveness of the technique and depth of its use. Information regarding these measures of effectiveness should be contained in the proposal if to be developed as a work element in conjunction with the application of the media device. External references/examples will be considered on a case by case basis depending on applicability.

E. Measurement and Value Assessment

The consultant shall include in their proposal, a methodology for measuring the effectiveness of the outreach program as well as the overall support for the project as it is developed. Measuring and assessing interest/sentiment and making the appropriate adjustments to the outreach efforts based on feedback should be included. Assessments can be conducted as determined by the consultant for a particular aspect of the program through a variety of techniques including but not limited to:

- Phone call surveys
- Print media coverage, letters to the editor, op/ed pieces, etc.
- Meeting attendance
- Requests to speak
- Successful grant acquisitions

The consultant shall propose a process that provides adequate flexibility to adjust outreach tactics to adjust for desired responses and program effectiveness. The consultant should be prepared to conduct assessments on a quarterly to semi-annually basis and provide recommendations to the JPA within available budget, when possible.

F. Project Management/ Coordination

Consultant shall perform project management and administration tasks required to provide supervision of the work and coordination with the JPA under this SOW. Project Management shall apply to all phases of work for this SOW. Tasks will include the following:

- Attend a project kick-off meeting with the JPA to review the scope of work, the initial tasks to be performed, the project schedule, the critical task items, areas of concern, and participate in a general exchange of views and ideas regarding the execution of the project.
- The Consultant shall prepare, update, and submit a project schedule to the JPA on a monthly basis. The schedule shall show each work activity a minimum of 30 days in advance, when that activity will begin, how long it will continue, and identify the critical tasks. The schedule shall clearly differentiate between those functions carried out by the Consultant, the JPA, and other involved parties.
- The Consultant should anticipate attending three or more informal Coordination/Status meetings to review the project status, progress of work, extent and elements of outreach of the previous month, and budget, to obtain required JPA input, make decisions, and discuss issues that have the potential of affecting the project budget or schedule. These meetings will be scheduled as necessary and at appropriate times during the development of the project. The meetings will be held at the JPA office located at 10640 Mather Blvd, Suite 120 Mather, Ca 95655. The Consultant shall be responsible for preparing agendas for each of the meetings, consulting the JPA for potential agenda items, distributing the agenda prior to the meetings, and distributing meeting minutes to the participants within five days after the meeting.
- The consultant shall allocate staff and budget to provide for the management of the web site and the communication required by Section I.D of this RFP.
- The Consultant shall prepare and submit requests for changes in scope, release of contingency, or for amendments to contracts when appropriate and in advance of proposed work.
- The Consultant shall prepare and submit monthly progress reports to the JPA. The monthly progress reports will include progress of work; an updated project schedule; information/decisions required to maintain the project schedule and timely deliverables; problems encountered that may affect schedule, budget, or work products, and anticipated work for the following month.
- Informal discussions/meetings in to discuss various aspects of the project.

II. JPA FURNISHED INFORMATION/SERVICES

These items should be considered available to the consultant to assist in the pursuit of work plan being proposed:

- All surveys, contacts, collateral materials, audio files, web site materials and other related information obtained to date from both JPA and SACOG processes.
- All available technical material to support the outreach program as developed.
- Access to JPA Board and staff as required.
- Reasonable budget allocations to provide for necessary and agreed to memberships, services, publications, and activities required to complete the scope of services as approved in advance by the JPA.

III. CONTRACT TERM

The term for this proposed contract will be twelve months with the possibility of annual extensions for up to four years at the discretion of the JPA.

IV. PROJECT TIMETABLE

Listed below is the proposed timeframe for the selection process and work program as currently envisioned by the JPA:

December 5, 2011	Issue Request for Proposals
December 12, 2011	Cutoff date for submission of questions
December 22, 2011	Closing date for receipt of proposals
December 29, 2011	Finalists contacted to schedule interviews, if necessary
January 3, 2012	Conduct interviews; select consultant
January 10, 2012	Consultant recommended, Board approves contract
February 1, 2012	Approx. start of Project/Begin Work
February 1, 2013	Contract term expires, unless extended by written amendment

Proposals must be received by the Connector no later than 4:00 p.m. on December 22, 2011. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at their own risk. The Connector will not be liable or responsible for any late delivery of proposals.

By submitting a proposal, the proposer certifies that his or her name or the consultant firm's name, as well as the name of proposer subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

V. GENERAL CONDITIONS

A. Limitations

This request for proposal (RFP) does not commit the Connector to award a contract, to pay any costs incurred in the preparation of proposals in response to this request, or to procure or contract for services or supplies. The Connector expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The Connector reserves the right to withdraw this RFP at any time without prior notice. Furthermore, the Connector reserves the right to modify the RFP schedule described above.

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals shall become the property of the Connector. Upon award of a contract to the successful proposer, all proposals shall be public records.

B. Award

The Connector may ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. The Connector also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda issued by the Connector and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the Connector shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Precontractual Expense

Precontractual expenses include any expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP
2. Submitting proposals to the Connector
3. Negotiations with the Connector on any matter related to proposals.
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, the Connector shall not be liable for any precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. The Connector shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected by January 10, 2012.

G. Contract Arrangements

The successful consultant is expected to execute a contract similar to the Connector's Standard Agreement. A copy of the Connector's Standard Agreement is attached as Part A.

The JPA requires that the consultant furnish evidence of Professional Errors and Omissions Insurance coverage of a limit of not less than ONE MILLION DOLLARS (\$1,000,000), Comprehensive General Liability Insurance coverage of a limit not less than TWO MILLION DOLLARS (\$2,000,000), and Automobile Insurance coverage of a limit not less than ONE MILLION DOLLARS (\$1,000,000 Combined Single Limit) These limits may be increased or decreased depending on the particular risk factors and/or size of a particular project. In addition, the consultant shall maintain Worker's Compensation Insurance covering its employees and sub-consultants.

VI. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within the stated budget. Each proposal should consist of a technical proposal (items 1-6 below) and a cost proposal (item 7).

1. Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant or consulting firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.

2. Introduction

In this section, the proposer should demonstrate an adequate understanding of the role and relationships of the Connector.

3. Technical Approach

This should include:

- a. A thorough explanation of the consultant's proposed course of action. References should be made to RFP requirements and the consultant's plans for meeting those requirements. If the consultant proposes major changes to the RFP approach, as set forth in Section I, those changes should be specified clearly.
- b. An itemized description of the proposed project schedule (including visits, draft and final deliverables) and the deliverables to be produced

4. Project Management

The proposer must prepare an explanation of the project management system, as required in Section I.F.

5. Consultant and Subcontractor Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff must be included. If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professional in the above-described matrix.

Consultants and consultant firms submitting proposals in response to this RFP must disclose to the Connector any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal.

6. Consultant Qualifications and References

The proposal must describe the nature and outcome of projects previously conducted by the consultant which are related to the work described within the RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. The proposer must also complete the Levine Act Disclosure Statement attached hereto as Exhibit "B."

7. Cost Proposal

The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The cost proposal detail shall describe estimated costs (only the total amount is a binding offer) for each professional's time, for the completion of each proposed task, for travel and per-diem (if applicable), and for materials and supplies. Failure to provide adequate cost data will result in the proposal rejection as unresponsive.

8. Proposal Content and Format

Proposals should be limited to specific discussion of the elements related to this RFQ/P. The intent of this RFQ/P is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work. The consultant shall provide 6 copies of the proposal. The maximum total allowable length of submission materials shall not exceed 20 standard pages (8.5" by 11", 1 inch margins with Arial font, at least 11 point), not including the following identified exclusions: brochures, forms, resumes, organization chart, percentage of person-hours, schedule, and work hour summary. All of these items should be included in an appendix. Additionally, the work hours and fee estimate must be submitted in a sealed envelope and will not count toward the total number of pages

X. PROPOSAL EVALUATION AND SELECTION

A proposal review panel will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients may also be called. The panel will make recommendations to the Connector's Board of Directors on the basis of the proposal, oral interview, and reference check. The Connector reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding of the background and requirements of the project.
- The overall and technical approaches to be followed and the tasks to be performed, including detailed steps and resources required and proposed project schedule.
- The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and consultant's approach to managing resources and project output.
- Cost analysis and justification.
- Education and experience of proposed personnel

Exhibit A

ELK GROVE – RANCHO CORDOVA – EL DORADO CONNECTOR AUTHORITY

STANDARD AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____ 20__, at Sacramento, California, by and between the Elk Grove – Rancho Cordova – El Dorado Connector Authority, a joint powers agency (hereinafter “Authority”), through its Executive Director, and _____doing business as _____, a California Business, (hereinafter “Contractor”).

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. The Authority desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall commence work upon execution of this Agreement and in accordance with the Scope of Work, attached hereto as Exhibit “A” and incorporated herein. Contractor shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on February 28, 2012, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
2. Scope of Work: Contractor agrees to fully perform the work described in Exhibit “A” - Scope of Work. In the event of any inconsistency between Exhibit “A” and other terms and conditions of this Agreement, Exhibit “A” shall control. The Authority reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope

of Work must be submitted by Contractor in writing for prior review and approval by the Authority's Executive Director. Approval shall not be presumed unless such approval is made by the Authority in writing.

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to the Authority that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by the Authority. The Authority is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.
5. Consideration:
 - a. Payment to Contractor by the Authority shall be made as set forth in Exhibit "A". The amount to be paid to Contractor under this Agreement shall not exceed _____ unless expressly authorized in writing by the Authority's Executive Director. In no instance shall the Authority be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.
6. Reporting and Payment:
 - a. Contractor shall submit monthly billings in arrears to the Authority no later than the 15th of each month and in accordance with the Scope of Work. [Contractor shall be notified within fifteen (15) working days following receipt of its invoice by the Authority of any circumstances or data identified by the Authority in Contractor's written billing which would cause withholding of approval and subsequent payment. Contractor shall be paid within thirty (30) days after Authority approval of each billing; however, the Authority, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by the Authority of all final products. Said billings shall indicate the number of hours worked by

each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The billings shall include documentation of reimbursable expenses and billed items sufficient for the Authority, in its opinion, to substantiate billings. The Authority reserves the right to withhold payment of disputed amounts.

7. Independent Contractor:

The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of the Authority. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit the Authority to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. The Authority shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Contractor thirty (30) days written notice. Contractor may terminate this Agreement, upon failure of performance by the Authority, by giving the Authority thirty (30) days written notice. Notice of termination provided by either party shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 17.
- b. If either party issues a notice of termination:
 - (1) Contractor shall immediately cease rendering services pursuant to this Agreement.
 - (2) Contractor shall deliver to the Authority copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

- (3) The Authority shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 less any compensation to the Authority for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then the Authority shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to the Authority.
9. Assignment: The parties understand that the Authority entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of the Authority, this Agreement is not assignable by the Contractor either in whole or in part.
10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
11. Time: Time is of the essence in this Agreement.
12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of the Authority. If the Authority consents to a subcontract, Contractor shall be fully responsible for all work performed by the subcontractor.
 - a. The Authority reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or sub-contract shall require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to

compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit the Authority and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless the Authority, its directors, officers, agents, and employees (the “Indemnitees”) from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities resulting from injury or death to a person or injury to property arising out of or in any way connected with the performance of this Agreement, however caused, regardless of any negligent act of an Indemnitee, whether active or passive, excepting only such injury or death as may be caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.
15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:
- Comprehensive Automobile Liability Insurance: Contractor shall carry comprehensive automobile liability insurance with the following minimum coverage's:
 1. Bodily Injury: \$100,000 per person, \$300,000 per accident
 2. Property Damage: \$50,000 per accident
 3. Uninsured Motorist: \$25,000 per person; \$50,000 per accident

Contractor shall either: (1) provide Authority with a certificate of insurance on a standard form showing that Contractor maintains the required automobile liability insurance, and that the insurer shall not terminate or modify coverage without thirty (30) days advance written notice to the Authority; or (2) affirm in writing

the name of Contractor's automobile liability insurer and policy number, the policy limits and effective dates of coverage, that the coverage will be kept in place for the duration of the Agreement, that Contractor has a valid driver's license, and that his/ her vehicle is in proper operating condition.

- Workers' Compensation: Contractor certifies that he/she has no employees and is not subject to the provisions of Section 3700, et seq., of the California Labor Code ("Code"), which requires every employer to be insured against liability for worker's compensation claims, or to undertake self-insurance in accordance with the provisions of the Code. Contractor agrees that he/she will comply with such provisions immediately upon hiring any employee.

- Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the Authority from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Contractor's indemnity obligations.

16. Audit, Retention and Inspection of Records:

- a. The Authority or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Contractor agrees to provide the Authority or its designees with any relevant information requested and shall permit the Authority or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable Federal and State laws and regulations. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- b. If so directed by the Authority upon expiration of this Agreement, the Contractor shall cause all Records to be delivered to the Authority as depository.

17. Project Managers: The Authority's project manager for this Agreement is the Executive Director unless the Authority otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Authority's Project Manager at the following address:

Tom Zlotkowski
Executive Director
Elk Grove – Rancho Cordova – El Dorado Connector Authority
10640 Mather Blvd, Suite 120
Mather, CA 95655

Contractor's project manager for this Agreement is Tom Zlotkowski, Executive Director. No substitution of Contractor's project manager is permitted without the prior written agreement of the Authority, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Name:
Title:
Address:

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Authority to enforce at any time the provisions of this Agreement or to require at any time performance by the Contractor of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Authority to enforce these provisions.
20. Litigation: Contractor shall notify the Authority immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or the Authority, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Authority.
21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).
22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures the Authority that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

23. Non-discrimination Clause:
- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Contractor who works under this Agreement shall:

- (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement.
 - a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement.
 - b. No funds received from the Authority under this Agreement shall be used to assist, promote, or deter union organizing.
 - c. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.
 - d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Authority's funds has been sought for these costs, and Contractor shall provide those records to Authority upon request.

26. Conflicts of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with the Authority or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify the Authority of any and all potential violations of this paragraph upon becoming aware of the potential violation.

27. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by the Authority, as provided for in the Conflict of Interest Code for the Authority, shall promptly file economic disclosure statements for the disclosure categories determined by the Authority, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

28. Campaign Contribution Disclosure. Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."

29. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.
30. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.
31. Integration: This Agreement represents the entire understanding of the Authority and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.
32. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
33. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.
34. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.
35. Ownership; Permission:
 - a. Contractor agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of the Authority, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to the Authority upon request.
 - b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements

have been obtained and paid for by Contractor; and (ii) the Authority is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." Consultant shall defend, indemnify and hold harmless the Authority and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

36. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

**ELK GROVE – RANCHO CORDOVA – EL DORADO
CONNECTOR AUTHORITY**

Tom Zlotkowski
Executive Director

APPROVED AS TO FORM:

Miller, Owen
Legal Counsel to the Authority

CONTRACTOR

[Name]
[Title]

**STANDARD AGREEMENT
EXHIBIT "A"**

Scope of Work

Tasks to be Performed

(Include detailed description of tasks to be performed and timing)

Contract Term

Terms of Payment

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a "not to exceed" figure, specify "progress payment" schedule timed to completion of specific tasks.)

EXHIBIT "B"
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the Authority's Board of Directors are:

Linda Budge
 John Knight
 Patrick Hume
 Jeff Starsky
 Don Nottoli

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Authority Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Authority Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude the Authority from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.
- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.