

EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

REQUEST FOR PROPOSAL No. XP8902-825

PHASE 2 PUBLIC AFFAIRS SERVICES

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**EXPO REQUEST FOR PROPOSAL
PUBLIC AFFAIRS SERVICES
PHASE 2 OF THE EXPOSITION LIGHT RAIL TRANSIT PROJECT**

I. INTRODUCTION AND BACKGROUND

This document is a Request for Proposal (RFP) for a qualified public affairs consulting firm to provide community outreach and strategic communications for the Exposition Metro Line Construction Authority for Phase 2 of the Exposition Light Rail Transit Project.

Please submit five copies of your proposal in a sealed envelope no later than 2:00 p.m. on or before October 26, 2009. All responses to this Request for Proposal shall be submitted to:

Exposition Metro Line Construction Authority
707 Wilshire Boulevard, 34th Floor
Los Angeles, California 90017
Attn: Bud Gandy

Any technical questions regarding the RFP may be directed in writing to: Bud Gandy, Acting Procurement Manager, Exposition Metro Line Construction Authority, 707 Wilshire Boulevard, 34th Floor, Los Angeles, California 90017. General questions regarding the procurement process may be obtained by contacting Mr. Gandy via telephone at (213) 243-5571 or via facsimile at (213) 243-5553.

The Exposition Metro Line Construction Authority (“the Authority”) was established by Chapter 7 of Division 12.7 of the Public Utilities Code, commencing with Section 132600, effective January 1, 2004.

The purpose of the Authority is to award and oversee all environmental, planning, design and construction contracts for completion of the Exposition Light Rail Transit Project extending from the Metro Rail Station at 7th Street/ Flower Street in the City of Los Angeles to the City of Santa Monica (“the Project”).

The Authority intends to award a contract to a qualified company to assist the Agency in community outreach. The actual work will be on an as-needed basis as directed by the Authority. The Contract will be for the duration of the Phase 2 project, including both the design and construction phases of the project. It is anticipated that the contract would commence in December 2009 and would end in December 2013. The Authority may make one or multiple awards to assure that the Authority receives the best value and services that support the Phase 2 construction schedule.

The deadline for submission of proposals is October 26, 2009, at 2 p.m. The candidate(s) must satisfactorily address the following questions or areas of concern in their proposal (format for proposal is under Submission Requirements):

1. Provide a detailed discussion on the different strategies that will be implemented to communicate to various communities along the Phase 2 corridor.

2. Identify by types (and names) the various media outlets, including social media, that would be used to communicate information about the Project to the community. Explain the rationale behind these selections.
3. Describe various strategies that could be utilized during the final environmental planning, engineering and design phases, as well as the construction phases of the project to communicate with various residents, stakeholders, businesses and others.
4. What different tools would be used to communicate with interested parties, concerned citizens, homeowners groups, stakeholders, etc? How will crises be addressed? How will concerns be handled? How will project support be solidified and how will supporters be mobilized?

II. DEFINITIONS

As used in this Request for Proposals –

1. **Agreement or Contract.** The terms “Agreement” and “Contract” mean the Agreement for Community Outreach and Strategic Communications Services for Phase 2 of the Exposition Light Rail Transit Project.
2. **Authority or Expo.** The term “Authority” or “Expo” means the Exposition Metro Line Construction Authority.
3. **Contracting Officer.** The term “Contracting Officer” means the Authority staff person responsible for the administration of the RFP and the Contract.
4. **Contractor.** The term “Contractor” means the entity or entities that is/are selected by the Authority pursuant to this RFP and that is/are awarded the contract(s) to provide community relations and strategic communications services for the Authority.
5. **Days.** The term “days” means calendar days, unless otherwise specified.
6. **Governing Board.** The term “Governing Board” means the Board of Directors of the Authority.
7. **Phase 2.** The term “Phase 2” means the Exposition Light Rail Transit (LRT) Project running approximately 7 miles from Culver City to Santa Monica.
8. **Proposer.** The term “Proposer” means any person, sole proprietor, partnership or corporation submitting a proposal in response to this RFP.
9. **RFP.** The term “RFP” means this Request for Proposals No. XP8902-825.

III. SCHEDULE OF KEY EVENTS

The schedule of key events for the procurement leading to the award of the Contract are as follows:

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	9/18/09
Requests for addenda and clarifications due	9/28/09
Authority deadline for issuance of clarifications and/or addenda	10/05/09
Proposal due date	10/26/09
Evaluation process	11/02/09
Negotiations (if necessary)	11/06/09
Recommendation for Contract Award (Authority Board)	12/03/09
Kick-off Meeting and Final Contract Execution	12/15/09

The Authority reserves the right to modify the above schedule in its sole discretion, with appropriate written notice to all Prospective Proposers.

IV. GENERAL INFORMATION

1.0 SUBMISSION REQUIREMENTS

The submission requirements and format for the RFP are detailed below. Any submission shall constitute an irrevocable offer for thirty (30) days following the deadline for its submission. Information contained in the proposal is confidential and shall remain so until a contract is signed.

Responses to the RFP must contain the following information:

TAB 1 PROPOSAL LETTER

- A. Each Proposer shall submit a proposal letter using Form PRL included in ATTACHMENT A. The proposal letter shall identify the Proposer and its subcontractors.

TAB 2 STRATEGIC APPROACH

- A. Contractor will provide a detailed discussion of strategies and plans for educating and informing residents, businesses, community groups, community leaders, as well as various local officials and representatives of other public agencies regarding the Project over the course of the contract.

1. Discuss various strategies that would be utilized during each of the project phases and why (Phase 1: Final Environmental Planning and Preliminary Engineering; Phase 2: Final Design; Phase 3: Construction).
 2. Provide an example of an outreach plan, or one year of a plan that has been implemented effectively on another project within the last two years, including all costs associated with the implementation of that plan.
 3. Discuss what types of crisis management strategies would be implemented when the Project experiences issues of concern.
 4. Discuss strategies for solidifying project support and mobilization of supporters over the life of the project.
- B. Contractor should provide a detailed discussion on cost-effective strategies that could be utilized to publicize the project and disseminate information through print, broadcast, and online media, including the use of social networking tools like Facebook and Twitter. Different strategies could be developed and discussed for each stage of the project. This discussion should identify by type (and name) the various media outlets that could be used and the rationale behind these selections.
- C. Contractor should discuss how they will develop and maintain constructive relationships with the community, local officials, and the press to accurately communicate information about the project and to address questions and concerns. The Contractor should provide details of how the proposer has accomplished this in the past and what strategies would be implemented as part of this project.
- D. Contractor should discuss strategies for developing informational and collateral materials for distribution. Contractor should discuss possible design, interactive elements and specific tools that could be used as part of this strategy and should provide examples of how they have accomplished this in the past. Any collateral materials, videos or other informational materials prepared by the contractor for other projects can be submitted in response to this question for review by the selection committee.

TAB 3 QUALIFICATIONS AND EXPERIENCE

- A. Qualification statement of proposer including history of firm, curriculum vitae of proposer and other staff proposed to work on project. Should detail experience working in the project area, relationships with the community, stakeholders and elected officials in the project area. Should also include background and experience of team members who will be involved in this Project and their experience working on similar projects.

- B. References (at least four (4) including contact name and phone number) from organizations that have used your consulting services for similar projects within the past 2 years.

TAB 4 EVIDENCE OF GOOD STANDING AND AUTHORIZED EXECUTION

- A. If the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body that it is authorized to submit the proposal and enter into and bind the Proposer to the Contract. If the Proposer is a partnership or sole proprietorship, it shall provide a notarized statement to that effect.

TAB 5 EVIDENCE OF PROFESSIONAL CERTIFICATIONS

- A. Evidence that the proposer holds appropriate professional certifications, licenses or other credentials relevant or necessary to perform the work under contract, if any.

TAB 6 COST PROPOSAL

- A. A detailed cost proposal, listing all proposed staff, consultants and subcontractors and their associated all-in hourly rate and job classification for each person based on a project total of 250 estimated hours per year for one year. The all-in hourly rate shall include all overheads, general and administrative costs, fees and profits and shall not include "Other Direct Costs" (ODCs) such as advertising, printing, designer fees, paper/copies, travel or incidental expenses. As the Authority may award a contract based on the initial offer, proposer should make its initial offer on the most favorable terms available.

TAB 7 EXCEPTIONS

- A. Proposers must identify any exceptions to the provisions of this RFP, including the Terms and Conditions in Attachment B. If no exceptions are stated, it will be assumed and understood that all provisions will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION OF A PROPOSAL ON THE GROUNDS IT IS NON-RESPONSIVE.

Proposals may be deemed non-responsive and will not be further considered for failing to submit a response or documentation that addresses each of the submission requirements described above.

2.0 REJECTION OF PROPOSALS

The Authority reserves the right in its sole discretion to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement in the Request for Proposal, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the RFP.

Immaterial deviations may cause a bid to be rejected. The Authority may or may not waive an immaterial deviation or defect in a bid proposal. The Authority's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a proposer from full compliance with the remaining RFP.

Proposals that contain false or misleading statements may be rejected if in the Authority's opinion the information was intended to mislead the Authority regarding a requirement of the RFP. Bids may be rejected in any case where it is determined that the proposals are not really competitive, or where the cost is not reasonable.

3.0 EVALUATION PROCESS AND "HIGHEST SCORED PROPOSER"

An evaluation team will review all proposals that are received to determine the Highest Scored Proposer ("HSP").

The Authority reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review teams assessment of the quality and performance of the service proposed, and cost. During the evaluation process, the Authority may require interviews with some or all of the proposers. A proposer may be required to answer questions with regard to the proposer's proposal, related to among other things, the proposed key personnel, strategic plan, or costs.

The following criteria will be used in reviewing and comparing the proposals and in determining the HSP. The weight to be assigned to each criterion appears following each item:

- A. Responsiveness of proposal to specifications described in the RFP, including whether the proposer has agreed to the contracting requirements set forth in this RFP (10%)

- B. The ability, capacity, flexibility, and skill of the proposer to provide quality performance under the contract, as evidenced by, e.g., the quality of any demonstration, client references, and/or past performance of any prior contracts with the Authority (30%)
- C. Demonstrated success with community outreach and strategic communication campaigns generally, and in projects similar to the one described in this RFP (40%)
- D. Cost and Compensation—A detailed cost proposal, listing all proposed staff, consultants and subcontractors and their associated all-in hourly rate and job classification for each person based on a project total of 250 estimated hours per year for one year. Costs sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible. (20%)

4.0 AWARD AND EXECUTION OF CONTRACT

Subject to the Authority's right to reject any or all proposals, a contract, if any, will be awarded to the proposal offering the "best value" to the Authority considering the source selection criteria provided above. The Authority may award a contract based on the initial offer of the HSP. However, upon selection, the Authority and the HSP may enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and the contracting requirements below. Upon the successful completion of negotiations, the evaluation team will recommend a contract award to the Authority's CEO for approval and execution.

Notice will be posted at the Authority's office, on the Authority's website and written notice will be sent to proposers upon the Authority's intention to award the contract to the company offering the best value. It is anticipated that final selection of the HSP will be made by November 6, 2009.

No contract or agreement, expressed or implied, shall exist or be binding on the Authority before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the Authority in its sole discretion, the Authority may enter into negotiations and sign a contract with any other proposer who submitted timely, responsive and responsible proposals to this RFP.

If, after the Authority and the HSP agree to terms and execute a contract, that contract is terminated for any reason, the Authority may, in its sole discretion, either enter into negotiations with the next highest scored proposal, or issue a new RFP and begin the proposal process anew.

Questions regarding the Authority's award of any business on the basis of proposals submitted in response to the RFP, or on any related matter, should be addressed in writing to Bud Gandy, at the Authority's office address noted above.

5.0 ERRORS IN THE RFP

If a proposer submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately provide the Authority with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the Authority may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all proposers to whom the RFP was sent. If prior to the date fixed for submission of proposals, a proposer submitting a proposal knows of or should have known of an error in the RFP but fails to notify the Authority of the error, the proposer shall bid at its own risk, and if the proposer is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

6.0 QUESTIONS REGARDING THE RFP

Questions regarding the RFP may be addressed in writing to Bud Gandy, contact information above. Refer to Section III, Schedule of Events for the due date on clarifications and on the final issuance of addendums. Questions and answers regarding the RFP may be shared with all proposers. If a proposer's question relates to a proprietary aspect of its proposal or bid and the question would expose proprietary information if disclosed to competitors, the proposer may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the proposer must submit a statement explaining why the question is sensitive. If the Authority concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Authority does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the proposer will be notified.

7.0 PROTEST PROCEDURE

A party that has timely submitted a bid or proposal in response to any procurement of the Authority may file a Protest objecting to the award of a contract.

- A. In order for a protest to be considered properly and timely filed, the protest must:
 - 1. Be filed in writing with the Chief Executive Officer of the Authority, within five (5) calendar days after publication of the written recommendation for award.
 - 2. Be filed by an actual bidder or proposer responding to the procurement. No other party has standing to protest.

3. Identify the specific procurement number involved.
4. Identify the specific recommended action or decision being protested.
5. Specify in detail the grounds of the protest, the facts supporting the protest and the status of the protester.
6. Include all relevant supporting documentation with the protest at the time of submittal.

If a protest does not comply with each and all of the above six (6) requirements, the protest will not be considered and will be returned to the protester.

- B. The Chief Executive Officer of the Authority will attempt to resolve a properly filed protest or perform additional fact-finding. If the Chief Executive Officer is able to resolve the protest at this stage, a letter confirming resolution shall be sent to the protester. If the Chief Executive Officer is unable to resolve the protest within five (5) calendar days from receipt, he/she may establish an independent team to evaluate the merits of the protest. The Chief Executive Officer will review the recommendation of the evaluation team and notify the protester in writing of the decision on whether or not to deny the protest.
- C. If the Chief Executive Officer's decision is to deny the protest, the contract shall be recommended to the Board for award, or executed, if previously awarded by the Board subject to resolution of the protest. If the Chief Executive Officer's decision is to uphold the protest, a recommendation will be made to the Board to reject all proposals or bids, cancel the Request for Proposals or Invitation for Bids and solicit new proposals or bids, or award the contract to another proposer. If the recommendation for award is overturned by the Board, the previously recommended proposer may itself file a protest with the Chief Executive Officer within five (5) calendar days of the Board's decision.

8.0 DISPOSITION OF MATERIALS

All materials submitted in response to an RFP will become the property of the Authority and will be returned only at the Authority's option and at the expense of the proposer submitting the proposal or bid. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by proposer that was clearly marked as such will be returned upon request.

V. FORMS AND CERTIFICATIONS

The Following Forms and Certifications are attached hereto as Attachment A:

1. FORM PRL - FORM OF PROPOSAL LETTER
2. FORM NC - NON-COLLUSION AFFIDAVIT
3. INFORMATION SHEET: FORM CCD - CAMPAIGN CONTRIBUTION DISCLOSURE
4. FORM CCD - CAMPAIGN CONTRIBUTION DISCLOSURE
5. INFORMATION SHEET: FORM GD - GIFT DISCLOSURE
6. GIFT DISCLOSURE FORM
7. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Proposals may be deemed non-responsive and will not be further considered for failing to complete and submit all forms described above and included in Attachment A.

VI. CONTRACTING REQUIREMENTS

The Contracting Requirements are attached hereto as Attachment B.

ATTACHMENT A: FORMS AND CERTIFICATIONS

1.0 FORM PRL - FORM OF PROPOSAL LETTER

TO: Exposition Metro Line Construction Authority

Dear:

RFP No. XP8902-825 For Public Affairs Services (the "RFP")

In response to the above referenced Request for Proposals (RFP) and in accordance with the instructions to proposers and the submittal requirements contained therein, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to the Authority all required Certificates of Insurance.

The proposal submitted in response to subject RFP shall be in effect for 30 days after the proposal due date.

Further, the undersigned agrees to execute the Authority prepared Contract within five (5) calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the Authority in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone

Printed Name	Title	Phone

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any addenda thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work;
- E. Unless otherwise noted within this letter, the proposal has been submitted without exception and all Authority Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the Authority to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.
- F. Understand that all costs and expenses incurred by us in preparing this proposal and participating in the RFP process will be borne solely by us.

Exceptions to Contract Terms and Conditions (if any):

Therefore, the undersigned hereby agrees that the Authority will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the RFP Documents:

Addendum No(s):

The Proposer further certifies that:

- A. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.
- B. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's
Name: _____

Business
Address: _____

Contractor's License No.: _____

License Expiration Date: _____

Classification Type: _____

Phone: _____ Fax: _____

E-mail Address

Signature of Authorized Official

Type or Print Name

Title

Date

[Duplicate or modify this form as necessary so that it accurately describes the entity making the proposal and so that it is signed on behalf of all general partners or joint venture members of the proposer.]

3.0 INFORMATION SHEET: FORM CCD - CAMPAIGN CONTRIBUTION DISCL.

Note: Separate forms shall be submitted by Proposer, each general partner or Joint Venture member of the Proposer, each Guarantor and all named Subcontractors. This form should be submitted with the Proposal on the Proposal Due Date. The forms submitted do not need to include the information sheet, just Form CCD itself.

Information Sheet

Each person submitting a statement of qualifications, proposal or bid to enter into a contract with the Exposition Metro Line Construction Authority, each of its general partners or Joint Venture members, each Guarantor, and each person identified as a Subcontractor in the proposal must complete the attached Campaign Contribution Disclosure Form.

Important Notice

The basic provisions of Government Code Section 84308 and Public Utilities Code Section 132610 as applicable to contractors, prospective contractors and subcontractors are as follows:

- I. If you are a contractor, a prospective contractor, a general partner or Joint Venture member, Guarantor or Subcontractor of a contractor or prospective contractor, or a Major Subcontractor, you are prohibited from making a campaign contribution of more than \$250 to any Board Member or his or her alternate or other Authority officer. This prohibition begins on the date the Authority releases documents requesting statements of qualifications ("RFQ"), requests for proposals ("RFP") or invitations for bid ("IFB") and ends three months after the Board of Directors awards the contract. In addition, no Board Member or alternate or Authority officer may solicit or accept a campaign contribution of more than \$250 from you during this period.
- II. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- III. Each of you must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board Member or his or her alternate or any other Authority officer during the 24 month period preceding the release of the RFP or IFB.

IV. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 24 months must be aggregated with those made by your agent within the preceding 24 months. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture members, and your partner(s) in the proceeding must also be included as part of the aggregation. Campaign contributions made to different Members of the Board of Directors or their alternates or different Authority officers are not aggregated.

V. If you, your agent, general partners, joint venture members, Guarantors and Major Subcontractors have in the aggregate contributed more than \$250 to any individual Board Member or his/or her alternate or other Authority officer during the 24 months preceding the release of the RFP or IFB, that Board Member or alternate or other Authority officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board Member or alternate or other Authority officer returns the campaign contribution within 30 days from the time the recipient knows, or should have known, about both the contribution and the fact that you have indicated a desire to enter into a contract with the Authority.

VI. The Campaign Disclosure Form should be completed and filed with your proposal or bid, or with the first written document you file or submit after the proceeding commences

A list of the Board Members and alternates and other Authority officers is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act, 2 Cal. Adm. Code Sections 18438.8 and Public Utilities Code Section 132410. You should consult these statutes and regulations for specific information.

4.0 FORM CCD - CAMPAIGN CONTRIBUTION DISCLOSURE
DISCLOSURE FORM

Name of Entity: _____

Address of Entity: _____

Contract Title: _____

No contributions have been made in the preceding 24 months.

The following campaign contributions have been made in the preceding 24 months:

Board Member(s), Board Alternate(s) or Authority officer(s) to whom campaign contributions were made and dates of contribution(s) in the preceding 24 months:

Name of Recipient of Contribution: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Recipient of Contribution: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Recipient of Contribution: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

[Add additional sheets as necessary.]

Date: _____

Signature of Party and/or Agent

EXPOSITION METRO LINE CONSTRUCTION AUTHORITY BOARD OF DIRECTORS	
Herb Wesson, Jr., Chair L.A. City Council Member 10th District	Bernard C. Parks L.A. City Council Member 8 th District
Zev Yaroslavsky, Vice Chair L.A. County Supervisor Third District	Jan Perry LA City Council Member 9 th District
Scott Malsin, Council Member Culver City	Mark Ridley-Thomas L.A County Supervisor Second District
Pam O'Connor Mayor Pro Tem City of Santa Monica	
Arthur Leahy Metro CEO Non-Voting Member	<u>AUTHORITY OFFICERS</u> Richard D. Thorpe, CEO Samantha Bricker, COO

5.0 INFORMATION SHEET: FORM GD - GIFT DISCLOSURE

Note: Separate forms shall be submitted by Proposer, each general partner or Joint Venture Member of each Guarantor, and each named Major Subcontractors. This form should be submitted with the Proposal on the Proposal Due Date. The forms submitted do not need to include the information sheet, just the Disclosure Form itself.

Information Sheet

The attached Gift Disclosure Form must be completed by Proposer, each of its general partners or Joint Venture members, each Guarantor, and each person identified as a Subcontractor in the proposal.

Important Notice

Basic Provisions of Government Code Section 87100 and Public Utilities Code Section 132610:

- I. Board members and their alternates and all Authority employees (“employees”) are prohibited from accepting gifts valued at more than \$10 from contractors, subcontractors, the general partners or Joint Venture members of contractors.
- II. All contractors, general partners and Joint Venture members of all contractors, potential contractors and subcontractors with the Authority must file the attached disclosure form and disclose whether they have in the aggregate contributed \$10 or more to any Board member or his or her alternate or any employee during the 12 month period preceding the date of submission of a response to a request for statements of qualifications, request for proposals or invitation for bid.
- III. Board members and alternates must disqualify themselves from decisions to award a contract which will have a material financial effect on a donor of a gift of more than \$10 in the preceding 12 months.
- IV. A list of Board Members and their alternatives and Authority employees is attached.
- V. The Gift Disclosure Form should be completed and filed with each response to a request for a statement of qualifications, request for proposals or invitation to bid.
- VI. This form summarizes the provisions of Government Code Section 87100 and Public Utilities Code Section 132610. You should consult these statutes for more specific information.

6.0 GIFT DISCLOSURE FORM

No gifts have been made in the preceding 12 months.

The following gifts have been made in the preceding 12 months:

Donor's Name: _____

Donor's Address: _____

Proposed or Current Contract: _____

Board Member(s) or Alternate(s), or staff member to whom you and/or your agent made gifts in excess of \$10 in the prior 12 months.

Name of Recipient: _____

Date(s): _____

Amount(s): _____

Name of Person Making Gift (if other than Party): _____

Donor's Name: _____

Donor's Address: _____

Proposed or Current Contract: _____

Board Member(s) or Alternate(s), or staff member to whom you and/or your agent made gifts in excess of \$10 in the prior 12 months.

Name of Recipient: _____

Date(s): _____

Amount(s): _____

Name of Person Making Gift (if other than Party): _____

[Attach additional forms if necessary.]

Date: _____

Name of Entity

7.0 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Proposer certifies to the best of its knowledge and belief, that it and its principals and any subcontractor with a subcontract with a value of over \$ 250,000:

- a. Are not presently debarred, suspended, proposed, for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
- b. Have not within three-year period preceding this proposal been convicted of or have civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contact under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlements, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph 1b of this certification; and
- d. Have not within a three year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.

2. The proposer also certifies that if, later it becomes aware of any information contradicting the statements of paragraphs 1(a) through 1(d) above, it will promptly provide that information to the Authority.

3. If the proposer is unable to certify the statements within paragraphs (1) and (2) above, it shall provide a written explanation to the Authority.

Name

Title

ATTACHMENT B: SAMPLE CONTRACT W/ TERMS & CONDITIONS

CONTRACT NO. XP8902-825

**PHASE 2 COMMUNITY RELATIONS AND STRATEGIC
COMMUNICATION SERVICES**

LABOR HOUR SERVICES CONTRACT

BETWEEN

EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

AND

(CONTRACTOR)

**ATTACHMENT B
EXPOSITION METRO LINE CONSTRUCTION AUTHORITY
LABOR HOUR SERVICES CONTRACT**

CONTRACT NO: XP8902-825

Between

**EXPOSITION METRO LINE
CONSTRUCTION AUTHORITY
707 WILSHIRE BLVD., STE. 3400
LOS ANGELES, CA 90017**

and

CONTRACTOR

COMMUNITY RELATIONS AND STRATEGIC COMMUNICATIONS SERVICES

This Contract is entered into by and between the Exposition Metro Line Construction Authority (Authority or Expo), and (Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE

- A. This Contract includes this Form of Contract, the Contract Documents listed in Section B, and all Attachments, all of which are incorporated herein and made a part of this Contract. **PLEASE READ ALL CONTRACT DOCUMENTS; THEY ALL APPLY.**
- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:
 - 1. Form of Contract
 - 2. Exhibit 1 – Statement of Work
 - 3. Exhibit 2 – General Conditions
 - 4. Exhibit 3 – Payment Certification

- C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

ARTICLE II: COMPENSATION

- A. Contract Price. In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, the Authority will pay the Contractor the established labor rates and other direct costs set forth in the attached Labor Rate & Other Direct Costs Schedule (see Exhibit 3) for a total amount that is Not-to-Exceed (NTE) XXXXXX with separate NTE's for each base contract year and the option year as follows:
- a. Base year one \$ XX,XXX
 - b. Base year two \$ XX,XXX
 - c. Base year three \$ XX,XXX
 - d. Base year four \$ XX,XXX
 - e. Option year \$ XX,XXX
- B. Payment Schedule. Except as otherwise expressly provided, the Not To Exceed Contract Price shall be paid to the Contractor based upon labors hours worked and allowable Other Direct Costs billed to the Authority.
- C. Invoicing. The Contractor shall submit an original and two copies of each invoice. Each invoice shall include the date, contract number, and description of the work completed. The Contractor shall also submit a Payment Certification attached as Exhibit 3. The Expo shall pay the Contractor within thirty (30) days after the receipt of an acceptable invoice. Invoices shall be mailed to the Authority as follows:

Attn: Samantha Bricker
Contract No. **XP8902-825**
Exposition Metro Line Construction Authority
34th Floor
707 Wilshire Blvd.
Los Angeles, CA 90017

Expo shall remit payment to the Contractor at the following address:

TBD

The Application for Final Payment shall be marked **FINAL** and a copy sent to the Expo's Authorized Representative.

ARTICLE III: CONTRACT TERM AND PERIOD OF PERFORMANCE

The Period of Performance of this Contract shall begin on TBD (hereinafter "Commencement Date"). Contractor shall complete all Work under the Contract by TBD (hereinafter "Completion Date") unless this Contract is terminated earlier or extended by the Authority, in writing, as provided in the Contract.

ARTICLE IV: INSURANCE

Insurance shall be in accordance with GC-20 Insurance. The applicable limits are as follows:

Commercial General Liability	Minimum \$1,000,000 per occurrence
Automobile Liability	Minimum \$1,000,000 per occurrence
Workers' Compensation Liability	Minimum As required by law
Professional Liability (E&O)	Minimum \$1,000,000 per claim (waived)
Deductible or Self Insured Retention	Maximum \$25,000

ARTICLE V: PROPRIETARY RIGHTS; CONFIDENTIALITY

- A. All Work shall become the property of Expo, free and clear of all liens, upon receipt of payment therefor by Contractor. Contractor, if requested by Expo, shall deliver to Expo the original of all Work and evidence of title thereto. Copies may be made for Contractor's records but shall not be furnished to others without written authorization from Expo. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by Expo.
- B. All materials, documents, data or information obtained from Expo's data files or any Expo medium furnished to Contractor in the performance of this Contract will at all times remain the property of Expo. Such data or information may not be used or copied for direct or indirect use outside of the Exposition Light Rail Construction Project (hereinafter "Project") without the express written consent of Expo. Contractor, at any time upon the request of Expo, shall immediately return and surrender to Expo all copies of any materials, records, notices, memoranda, recordings, drawings, specifications and mock ups and any other documents furnished by Expo to Contractor.
- C. Contractor shall not communicate or disclose at any time to any person or entity any information in connection with the Work or relating to the Project, except: (a) with prior written consent of Expo, (b) information that was in the public domain prior to the date hereof, (c) information which becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of Contractor, or (d) as may be required to perform the Work or when disclosure is required by any applicable law, or (e) when necessary for defense of any claim against Contractor arising from the Work.

D. Contractor shall not use Expo's name or photographs of the Project or any documents, data or other information provided by Expo or developed by Contractor in the performance of the Contract in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of Expo.

ARTICLE VI: ENTIRE AGREEMENT

This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments and other documents incorporated herein by inclusion or by reference, and constitute the complete and entire agreement between the Authority and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

**EXPOSITION METRO LINE
CONSTRUCTION AUTHORITY**

PRINCIPAL

RICHARD D. THORPE
CHIEF EXECUTIVE OFFICER

BY: _____

SIGNATURE OF AUTHORIZED
OFFICIAL

BY: _____

DATE

(PRINT OR TYPE NAME)

TITLE

DATE

TAX ID NO.:

APPROVED AS TO FORM BY AUTHORITY COUNSEL on February 20, 2007

EXHIBIT 1 - STATEMENT OF WORK

The following Statement of Work activities are based solely on Authority direction:

A. Contractor will develop and implement strategies to educate and inform residents, businesses, community groups, community leaders, as well as various local officials and representatives of other public agencies regarding the Project. These strategies may include one-on-one meetings, fostering of spokespeople, town hall type meetings, virtual meetings and other methods as appropriate.

B. Contractor will develop cost-effective strategies for publicizing the project and for disseminating information through print, broadcast, and online media, including the use of Facebook and Twitter. Media outreach should include publication of articles and Op Ed's in local and regional newspapers/business journals and coordination of free media opportunities.

C. Contractor will develop and maintain constructive relationships with the community, local officials, and the press to accurately communicate information about the project and to address questions and concerns.

D. Contractor will work with Authority staff to develop effective, timely, and accurate informational materials for distribution. Contractor will analyze images and program information to determine the most effective design and interactive elements for website and electronic media and will coordinate the production of a project video documentary.

E. Contractor will perform or cause to be performed those services described above in accordance with all laws, regulations, applicable codes and with the provisions of this agreement. Contractor shall use its best efforts to conduct the services in an expeditious and timely manner.

Contractor will provide weekly progress reports and participate in meetings with Authority representatives as necessary.

EXHIBIT 2 - GENERAL CONDITIONS

1.0 DEFINITIONS

Terms and conditions marked with an asterisk (*) shall be included in any subcontract placed under this Contract. "Authority" or "Expo" means the Exposition Metro Line Construction Authority. "Contractor" means the person, firm or corporation supplying the Work under the Contract, and includes all of its employees, representatives, subcontractors, and suppliers. "Work" means goods, equipment and materials, and all productive and operative efforts and

services provided to generate the results specified, indicated or implied in the Contract to complete the project described in the Statement of Work; may also refer to Work in progress. "Modification" means a written order from Expo's Authorized Representative directing an amendment in the Work that is within the general scope of the Work described in the Statement of Work. Additional terms may be defined elsewhere in the Contract.

2.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an agent of Expo in the performance of the Contract, and represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the class of Work required for the Contract and shall maintain complete control over its employees and its subcontractors and suppliers of any tier. Contractor shall: (1) perform the Work in compliance with the terms of the Contract in accordance with its own methods and in accordance with professional standards or skill, care, and diligence adhered to by firms recognized for their expertise and knowledge in performing similar Work, and (2) be responsible for the professional quality, technical accuracy, completeness and coordination of the Work. Nothing contained in the Contract or any subcontract awarded by Contractor shall create any contractual relationship between any subcontractor and Expo. Expo reserves the right of prior approval of all subcontractors and may provide notice to Contractor to terminate any subcontractor for any reason, and Contractor shall terminate the subcontractor in accordance with the notice.

3.0 EXPO AUTHORIZED REPRESENTATIVES

Expo's Authorized Representative shall be its Contracting Officer, or persons designated by the Contracting Officer in a written Notice to Contractor. The authority of such designated Authorized Representatives will be limited as expressly set forth in the Notice.

4.0 ACCEPTANCE BY EXPO

Expo shall have a reasonable time (but not less than 30 days) after receipt to inspect the Work tendered by Contractor. Expo may in its sole discretion reject all or any portion of Work tendered for acceptance if any portion does not comply in every respect with each and every term and condition of this Contract. If Expo elects to accept nonconforming Work, in addition to its other remedies, Expo may deduct a reasonable amount from the Contract Price to compensate Expo for the nonconformity. Any acceptance by Expo, even if unconditional, shall not be deemed a waiver or settlement of any defect in the Work. Until accepted by Expo as provided above, Contractor shall bear all risk of loss and damage, unless such loss or damage results solely from the active negligence of Expo. Notwithstanding any acceptance by Expo, Contractor shall not be relieved of any

obligation hereunder, including its obligations to complete any portion of the Work, the non-completion of which was not disclosed to Expo (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and Contractor shall remain obligated under all those provisions of this Contract which expressly or by their nature extend beyond and survive final acceptance of the Work.

5.0 ASSIGNMENT

Contractor shall not assign any right or delegate any duty without the prior written consent of Expo.

6.0 EXTENSION OF TIME

Expo will grant Contractor an extension of time to perform the Work if the delay is caused by circumstances which are both beyond its control and not foreseeable, but in no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance or for failure to take reasonable precautions or actions to mitigate the delay.

7.0 WARRANTY

Contractor warrants that the Work shall (a) comply with each requirement of this Contract, (b) be of merchantable quality; (c) be fit for the particular needs and purposes of Expo as communicated to Contractor in the Statement of Work?; and (d) not be restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Contractor shall correct all defects and nonconformities, be liable for all direct, indirect, consequential and other damages suffered by Expo and any other persons, and defend and indemnify Expo from any claim asserted by any person resulting in whole or in part from such breach.

8.0 TERMINATION

Expo may, by written Notice to Contractor, terminate this Contract in whole or in part at any time, either for Expo's convenience or for default.

A. Default. If Contractor is in default of any provision of this Contract, Expo may terminate in whole or in part, and Contractor shall be liable for all damages arising out of the default. If in Expo's reasonable judgment a default can be cured, prior to termination for default Expo may issue a Cure Notice to Contractor. If Contractor fails to cure the default within five (5) days, or commence and complete the cure in accordance with such additional time limits as may be described in the Cure Notice, Expo may terminate for default.

B. Convenience. If Expo terminates all or any part of this Contract for Expo's convenience Expo will compensate Contractor to the extent provided and in accordance with the applicable portions of Part 49 of the Federal Acquisition Regulations. Expo will not compensate Contractor for any services not performed or goods not shipped by the date of such termination.

9.0 MODIFICATIONS

Expo may, direct changes in the Work by Modifications. If a Modification results in an increase or decrease in costs to be incurred or time needed to complete performance of this Contract, then Contractor shall submit a written proposed adjustment in the Contract Price and/or schedule, and the parties shall make a fair and equitable adjustment.

10.0 NO FEDERAL GOVERNMENT OBLIGATIONS

Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the Consultant, or any other person other than the Authority in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government in or approval of any solicitation, or contract, the Federal Government has no obligations or liabilities to any party, including the Consultant.

11.0 FORCE MAJEURE

Force Majeure events are limited to (1) events beyond the control and not due to an act or omission of the Contractor, the effects of which materially and adversely affect the Contractor's ability to fulfill its obligations hereunder, and (2) events, the effects of which could not have been avoided by due diligence and reasonable efforts of the Contractor. Force Majeure events include natural disasters, wars, riots, civil disorders, sabotage, strikes, labor disputes, freight embargos and weather conditions more severe than normal. An earthquake of less than 3.5 on the Richter Scale shall not be a Force Majeure event.

12.0 RESOLUTION OF DISPUTES

The Parties shall use their best efforts to resolve disputes by negotiation or mutually agreed alternate dispute resolution (ADR) process such as mediation or arbitration. If the Parties are unable to resolve the dispute, it may be pursued by either party in the courts of Los Angeles County or in the Federal District Court for the Central District of California. All rights and remedies of Expo and Contractor shall be cumulative. Unless otherwise directed by Expo, Contractor

shall continue performance under this Contract while matters in dispute are being resolved.

13.0 INDEMNITY

Contractor shall indemnify, defend and hold harmless Expo, its officers, representatives and employees, from and against all liability, demands, claims, suits, losses and expenses whatsoever ("Liability"), including attorneys fees, whether direct or consequential, on account of (1) any loss, injury to or death of any person or persons or damage to any property (including without limitation all property owned by, leased to or used by either Contractor or Expo or both), or (2) any loss or damage to business or reputation or privacy of any person, arising in whole or in part from Contractor's performance hereunder, and regardless of whether such Liability also results from the negligence or omission of Expo. Liability resulting solely from Expo's gross negligence or willful misconduct is excluded from this indemnity.

14.0 RECORDS RETENTION AND ACCESS TO RECORDS

For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500, et seq., when applicable, and other matters connected with the performance of the Consultant's contracts with third parties pursuant to Government Code Section 8546.7, the Consultant and its subcontractors shall maintain all books, documents, papers, records, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the cost of administering this Agreement. The Consultant and its subcontractors shall make such materials available at their respective offices at all reasonable times during the Agreement term and for three (3) years from the date of final payment to Consultant and its subcontractors under this Agreement or the date of resolution of litigation or claims arising under this Agreement, whichever is later. The Consultant shall make available to the Authority, or its designee, the State, the California State Auditor, the Secretary of Transportation, the United States Controller General, or any other duly authorized representative of the Federal or State Government, any books, documents, papers, records, accounting records, and other evidence pertaining to the performance of this Agreement that are pertinent to this Agreement or Project for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished by Consultant if requested.

15.0 APPLICABLE LAW

This Contract and the performance hereunder shall be construed according to the law of California. Contractor shall at all times comply with all applicable laws, regulations and codes.

16.0 JURISDICTION

By entering into this Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of this Contract.

17.0 PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications, and all other information relating to the conduct of the Authority's business, including information submitted by the Contractor, shall become the exclusive property of the Authority and shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). The Authority's use and disclosure of its records are governed by this Act. The Authority will use its best efforts to inform the Contractor of any request for any documents provided by the Contractor to the Authority marked "Trade Secret", "Confidential" or "Proprietary" or any financial records provided by the Contractor to the Authority.
- B. In the event of litigation concerning the disclosure of any information submitted by the submitting party, the Authority's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the information and shall indemnify and hold the Authority harmless from all costs and expenses including attorney's fees in connection with any such action.

18.0 NO WAIVER

Failure or delay of Expo to enforce at any time any provision of the Contract shall not be construed as a waiver thereof. No waiver by Expo of any breach of any provision of the Contract shall constitute a waiver of any other breach of such provision.

19.0 INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, or damages in property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. As respects Professional

Liability, coverage must be maintained, and evidence provided, for two years following the expiration of this contract.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)
2. Insurance Services Office form number CA0001 covering Automobile Liability.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance. **(WAIVED)**

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or \$2,000,000. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
2. Commercial Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation to comply with California's statutory requirements.
4. Professional Liability: \$1,000,000 per occurrence.

OTHER INSURANCE PROVISIONS

The insurance policies required per the terms of the contract are to contain, or be endorsed to contain, the following provisions:

1. The AUTHORITY, its subsidiaries, officials and employees are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the AUTHORITY, its subsidiaries, officials and employees.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the AUTHORITY, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the AUTHORITY shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the AUTHORITY, its subsidiaries, officials and employees.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each Accord Certificate of insurance required by this contract shall be worded to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written has been given to the AUTHORITY. Cancellation provision should also delete the words, "endeavor to".
6. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of the AUTHORITY.
7. Professional Liability insurance shall be continued, and evidence provided to the AUTHORITY, for two years following the expiration of the contract or, tail coverage provided for two years in the event of cancellation or non-renewal.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000 approved by the AUTHORITY.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the AUTHORITY or non-admitted carriers on the California Department of Insurance's approved list.

VERIFICATION OF COVERAGE

Contractor shall furnish THE AUTHORITY with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer. All documents are to be received and approved by the AUTHORITY before work commences. If requested by the AUTHORITY, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein. If requested by the AUTHORITY, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

20.0 PAYMENT TO SUBCONTRACTORS

A. Applicability. This Article applies only if Contractor has employed subcontractors.

B. Requirements

1. Payments - Contractor shall pay each subcontractor under this Contract for satisfactory performance of its subcontract no later than ten (10) days after its receipt of each Payment from Expo.
2. Release of Retention to Subcontractors - Contractor shall pay to each subcontractor all amounts it has retained from payments under the subcontract within ten (10) days after the subcontractor's Work is satisfactorily completed.
3. Delay in Payment – Contractor shall not delay payment beyond the ten (10) day time limit except for good cause.

C. Failure to Comply

If Expo determines that Contractor has failed to comply with this Article, Expo may give written notice to Contractor and Contractor's Surety describing the default, that the default shall be cured, and if the default is not cured as provided the Article entitled TERMINATION FOR DEFAULT in the GENERAL CONDITIONS of this Contract, the Contract may be terminated for default as provided therein, or Expo may exercise any other remedy it has under the Contract or Law.

21.0 SAFETY AND LOSS PREVENTION

This Article is to be construed in its broadest sense for the protection of persons and property by the Contractor and no action or omission by EXPO, the Contracting Officer, any Authorized Representative or any other person shall relieve the Contractor of any of its obligations and duties hereunder.

A. EXPO's Safety Principles

1. Safety is a 24/7 priority
2. Safety is everyone's responsibility
3. Accidents and injuries are preventable
4. Working safely is a condition of employment
5. Training is essential for good safety performance
6. Management is accountable for safety

B. Contractor Responsibilities

The Contractor is responsible for:

1. Complying with all applicable safety Laws;
2. Enforcing Worksite safety practices; and
3. The discovery, determination and correction of any unsafe conditions related to the Contractor's performance of the Work or Goods supplied by the Contractor on Expo property.
4. The Contractor shall cooperate and coordinate with EXPO and with other EXPO Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by EXPO.

C. Safety Practices

1. The Contractor shall inform its personnel of EXPO safety practices and the requirements of EXPO's safety program.
2. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. The Contractor shall cooperate and coordinate with EXPO and with other EXPO Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by EXPO.

22.0 ENGLISH REQUIREMENTS

At all times, all Contractor personnel on site must have sufficient knowledge of the English language to comprehend safety related directions and requirements. At all times the Contractor shall have a lead representative on site who has sufficient comprehension of the English language to read, write, speak and understand all job related directions and discussions.

EXHIBIT 3 - PAYMENT CERTIFICATION

CONTRACT NO. XP8902-825

Public Affairs Services

(Provide a signed copy with each invoice submittal)

1. I hereby certify to the best of my knowledge and belief that:
 - A. This Payment Request represents a true and correct statement of the Work performed;
 - B. The Work completed to date under this Contract is in full accordance with the terms of the Contract; and
 - C. All subcontractors and/or suppliers who have performed Work on the project through the closing date of the prior Payment Request have been paid their proportionate share of all previous payments from the Expo.

2. I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to the Expo a false claim for payment or approval. A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false Record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other criminal and/or civil remedies which the Expo may have either under contract or law.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct

Firm: _____

Signature: _____

Name of Certifying
Official: _____

Title: _____

Date of Execution: _____