

Metro Gold Line Foothill Extension Construction Authority

REQUEST FOR PROPOSALS (RFP) C1151 FULL-SERVICE VIDEO PRODUCTION SERVICES

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<http://www.foothillextension.org>



KEY DATES

RFP Issued:	February 7, 2012
Last Day for Submitting Written Questions:	February 17, 2012
Last Day to Respond to Written Questions:	February 22, 2012
Last Day to Receive Proposals:	March 7, 2012
Interview Date (if required):	March 20, 2012
Scheduled Board Authorization to Negotiate & Execute:	March 28, 2012

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SUBJECT: NOTICE OF REQUEST FOR PROPOSALS

RFP C1151: Full-Service Video Production Services

The Metro Gold Line Foothill Extension Construction Authority (“Authority”) hereby invites Proposals from qualified firms or teams to provide support services in connection with the Authority’s desire to receive the above referenced services.

The Foothill Extension Light Rail Transit (“Foothill Extension LRT”) Locally Preferred Alternative (“LPA”) expands the Metro Gold Line LRT approximately 24 miles east from the City of Pasadena. This 24 mile expansion will be built in two segments. The first segment, Phase 2A, covers the extension from the Sierra Madre Villa Station in the City of Pasadena to the City of Azusa (planned for completion in late 2015). The second segment, Phase 2B, covers the extension from the City of Azusa to the City of Montclair.

This extension includes various related projects, noteworthy activities, and involvement in various communities, creating a need for full-service video production services.

Proposals must be received by the Authority at or before 11 a.m., Pacific Standard Time (PST) on the date indicated on the cover page of this RFP as the last day to receive Proposals. Any Proposal received after the date and time specified above will be rejected, considered non-responsive, and returned to the Proposer(s) unopened.

Parties interested in obtaining a copy of this RFP may do so by visiting the Authority’s website at <http://www.foothillextension.org>, or by faxing their request to the Chief Contracting Officer, Metro Gold Line Foothill Extension Construction Authority, at (626) 471-9050. Please include the following information when requesting a copy of the RFP:

- Name of Firm
- Address
- Contact Person
- Contact Person’s Email Address, Telephone Number, and Facsimile Number
- Formal Title of this Request for Proposals

All Proposers will be required to comply with all the provisions of this RFP. Proposers shall ensure that in responding to this RFP, Disadvantaged Business Enterprises (“DBEs”) will be afforded full opportunity to participate in the work and will not be discriminated against on the grounds of race, color, sex, or national origin.

After the Proposals are reviewed, the Authority will determine if interviews will be necessary.

DEFINITIONS

- Authority – The Metro Gold Line Foothill Extension Construction Authority.
- Proposer – Firm or team who submits a Proposal in response to this RFP.
- Board Member – Any one of the voting or non-voting members of the Authority's Board of Directors.
- Consultant – The Proposer selected to perform the Work pursuant to this RFP.
- Project – The extension of the Metro Gold Line light rail transit from the Sierra Madre Villa Station in City of Pasadena to the City of Azusa (Phase 2A) and from the City of Azusa to the City of Montclair (Phase 2B) related to the provision of Full-Service Video Production Services described in this RFP.
- Proposal – The written response to this RFP provided by a Proposer.
- Work – The work called for in this RFP and more particularly set forth in Section 5.0 (“Scope of Services”).

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1.0 INSTRUCTIONS TO PROPOSERS

1.1 PRE-PROPOSAL CONFERENCE

A Pre-proposal conference has not been scheduled. Potential Proposers are encouraged to check the Authority's website at <http://www.foothillextension.org> for updates regarding the scheduling/rescheduling of a Pre-proposal Conference (if any). If the Authority schedules/reschedules a Pre-proposal conference in the future, the time and date of the scheduled/rescheduled conference will be posted on the Authority's website. Attendance at a conference is not mandatory, but is strongly encouraged.

1.2 EXAMINATION OF RFP DOCUMENTS

By submitting a response to this RFP, the Proposer represents that it has thoroughly examined and become familiar with the Work, and that it is capable of performing quality work within the established schedule to achieve the objectives of the Authority specified in this RFP. All Proposers are required to comply with all of the provisions of this RFP.

1.3 POINT OF CONTACT / *EX PARTE* COMMUNICATIONS

The Authority's Chief Contracting Officer, Mitchell S. Purcell, Esq. or his designee, will be the sole contact for the prospective Proposers during the procurement process. He will coordinate all managerial, administrative, and technical processes and decisions. Mr. Purcell is located at 406 East Huntington Drive, Suite 202, Monrovia, CA 91016. His telephone number is (626) 471-9050. His e-mail address is mpurcell@foothillextension.org.

During the procurement period commencing on the date indicated on the cover page of this RFP as the date this RFP is issued, and continuing until execution of a contract or cancellation of this procurement, no employee, member or agent of any firm shall have any *ex parte* communications regarding this RFP with any member of the Authority's board members or staff, its advisors or any of its contractors or consultants involved with the procurement, except for communications expressly permitted by this RFP. Any firm engaging in such prohibited communications may be disqualified at the sole discretion of the Authority. The foregoing shall not preclude any firm from participating in public meetings of the governing board of the Authority, Pre-proposal Conference, or formal interview as described herein.

1.4 ADDENDA / CLARIFICATIONS

1.4.1 Questions and Answers in Writing Only

The Authority shall make any changes to this RFP by written addenda only and nothing stated at a Pre-proposal conference or at any other time shall change or qualify in any way any of the provisions in this RFP. The Authority shall not be bound by any

modifications or deviations from the requirements set forth in this RFP as a result of oral instructions or suggestions given by any person in either an official or unofficial capacity.

Should a Proposer have questions about this RFP or require clarifications or comments, the Proposer shall notify the Authority in writing in accordance with Section 1.4.2 below. Summaries of the inquiries and responses will be posted without attribution on the Authority's website at www.foothillextension.org by the date set forth on the cover page of this RFP as the Last Day to Respond to Written Questions. The responses will not be considered part of the RFP or Contract but may be relevant in resolving any ambiguities. Inquiries resulting in any modifications to this RFP will be documented in Addenda. **Proposers are responsible for checking the Authority's website for addenda and other important written information.**

1.4.2 Process for Submittal of Questions, Clarifications, and Comments

All questions or requests for clarifications and/or comments must be received by the Authority **at or before 11 a.m., Pacific Time** on the date indicated on the cover page of this RFP as the Last Day for Submitting Written Questions. All questions or requests for clarifications and/or comments shall be in writing, clearly labeled "Written Questions," and either (1) emailed to Mitchell S. Purcell, Esq., Chief Contracting Officer at mpurcell@foothillextension.org with the email subject line "RFP C1151 - Written Questions", or (2) mailed to Mitchell S. Purcell, Esq., Chief Contracting Officer, Metro Gold Line Foothill Extension Construction Authority, 406 East Huntington Drive, Suite 202, Monrovia, CA 91016. The Authority shall not be responsible for failure to respond to a question or request for clarification and/or comment that has not been properly labeled.

1.5 SUBMISSION OF PROPOSALS

1.5.1 Date and Time

Proposals must be received at or before 11 a.m., Pacific Time on the date set forth on the cover page of this RFP as the Last Day to Receive Proposals. Any Proposals received after the above-specified time will be rejected, considered nonresponsive and returned to the Proposer(s) unopened.

1.5.2 Address

Proposals shall be addressed as follows:

METRO GOLD LINE FOOTHILL EXTENSION
CONSTRUCTION AUTHORITY
406 East Huntington Drive, Suite 202
Monrovia, CA 91016
Attention: Mitchell S. Purcell, Esq., Chief Contracting Officer

1.5.3 Identification of Proposals

The Proposer shall submit an **original and four copies** of its Proposal documents in a sealed package, excluding its Price Proposal as discussed in Section 2.1, addressed as shown above, bearing the Proposer’s name and address and clearly marked as follows:

Request for Proposals (RFP) C1151:
Full-Service Video Production Services
PROPOSAL DOCUMENTS

The Proposer shall submit an **original and four copies** of its Price Proposal as discussed in Section 2.1 in a separately sealed package (sealed envelope is acceptable), addressed as shown above, bearing the Proposer’s name and address and clearly marked as follows:

Request for Proposals (RFP) C1151:
Full-Service Video Production Services
PRICE PROPOSAL

Please note that originals should be clearly marked as “ORIGINAL” in a conspicuous location.

1.5.4 Acceptance of Proposals

The Authority reserves the right to accept or reject any and all submittals, or any item or part thereof, or to waive any informalities or irregularities in submittals.

The Authority reserves the right to withdraw this RFP at any time without prior notice, and the Authority makes no representations that any contract will be awarded to or executed with any Proposer responding to this RFP. The Authority reserves the right to postpone for its own convenience the date for receipt of the Proposals. The Authority reserves the right to modify the schedule.

1.5.5 Disqualification from Future RFPs

The Authority reserves the right to disqualify any Proposer from future RFPs for an undetermined amount of time for failure to accept a contract and/or unsatisfactory performance.

1.6 PRE-CONTRACTUAL EXPENSES

The Authority shall not pay or reimburse Proposers for pre-contractual expenses incurred by any Proposer, including but not limited to those identified below:

- a) Attending Pre-proposal Conferences, if any, and preparing its Proposal in response to this RFP;

- b) Submitting a Proposal to the Authority;
- c) Negotiating with the Authority on any matter related to this RFP or its Proposals; and/or
- d) Any other expenses incurred by Proposer prior to the date of execution of contract documents constituting the agreement between the Proposer and the Authority.

1.7 TEAMING OFFERS

Where two or more potential Proposers desire to submit a single Proposal responding to any or all of the required tasks contained in this RFP, they should do so on the basis of a prime-subconsultant relationship that forms a team rather than as a joint venture. As a matter of contracting policy on this procurement, the Authority intends to contract with a single firm or team and not with multiple firms doing business as a joint venture.

1.8 TAXES

All Proposals are subject to state and local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. The Proposals should take these facts into consideration.

1.9 LENGTH OF CONTRACT

The Authority anticipates awarding the contract for a term of approximately 36 months, subject to revision. The Authority will authorize work as funds are available. The Authority may extend the contract by amendment.

1.10 PROTEST PROCEDURES

The Authority has in its Administrative Code a set of written protest procedures applicable to this RFP that may be obtained by contacting the Authority's Document Control Department. Any protest filed by an Proposer in connection with this RFP must be submitted in accordance with the Administrative Code.

1.11 CONTACT WITH BOARD MEMBERS IS PROHIBITED

In order to create a fair and orderly process, the Authority's Administrative Code bars contact by and with Board Members and prospective consultants during the selection process. In furtherance of this policy, from the date of issuance of this RFP until such time as the Authority selects a consultant, no Proposer or any of its employees, agents, subcontractors, lobbyists, or attorneys or other related entities shall contact any Board

Member or staff member regarding this RFP, its interest in this RFP, or any related issue, except as may be requested by the Authority or its staff as part of the Authority's interview and evaluation process. This prohibition will be strictly applied. Failure to comply with this requirement may, at the Authority's election, result in disqualification of a Proposer.

1.12 FEDERAL REQUIREMENTS

1.12.1 Federal Changes

Consultant shall at all times comply with all applicable Federal Transportation Administration ("FTA") regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this RFP, as they may be amended or promulgated from time to time during the term of the underlying agreement. Consultant's failure to so comply shall constitute a material breach of the underlying agreement.

1.12.2 Drug Free Workplace

Consultant shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*).

1.12.3 Debarment and Suspension

Consultant shall comply with United States Department of Transportation ("U.S. DOT") regulations, "Government wide Debarment and Suspension" (Non-procurement). Consultant shall incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement.

1.12.4 Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 *et seq.*) and U.S. DOT regulations, (49 C.F.R. Part 31) apply to Consultant's actions pertaining to this Project. Upon execution of the underlying agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. §

5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Consultant, to the extent the Federal Government deems appropriate.

Consultant shall include the above clauses in each subconsultant agreement financed in whole or in part with Federal assistance provided by the FTA. Consultant shall not modify the above clauses, except to identify the subcontractor who will be subject to the provisions.

1.12.5 Lobbying

Pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), as amended by the Lobbying Disclosure Act of 1995 (Pub. L. 104-65; 2 U.S.C. § 1601 *et seq.*), consultants who apply or bid for an award of One Hundred Thousand Dollars (\$100,000) or more shall file the certification and disclosure form required under 6 C.F.R. Part 9 (Restrictions Upon Lobbying). Subconsultant(s) shall certify to Consultant and Consultant shall certify to Authority that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Consultant shall incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement.

1.12.6 Interest of Members of or Delegates to Congress

In accordance with 18 U.S.C. § 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the underlying agreement or to any benefit arising there from.

1.12.7 Organizational Conflicts of Interest

The Proposer is prohibited from receiving any advice or discussing any aspect relating to the RFP with any person or entity with an organizational conflict of interest, including, but not limited to, the Authority and the Authority's consultants and subconsultants involved with the RFP. Such persons and entities are prohibited from participating on any Proposer team relating to the RFP.

An organizational conflict of interest means that because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice to the Authority; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage.

1.12.8 Civil Rights

1.12.8.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d *et seq.*), section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102), section 202 of the Americans with Disabilities Act of 1990 (“ADA”), as amended (42 U.S.C. § 12132), and Federal transit law at 49 U.S.C. § 5332, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. In addition, Consultant shall comply with applicable Federal implementing regulations and other implementing requirements the FTA may issue.

1.12.8.2 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended (42 U.S.C. § 2000e *et seq.*), and the Federal Transit Laws at 49 U.S.C. § 5332, Consultant shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (“U.S. DOL”) regulations (41 C.F.R. Chapter 60), which implement Executive Order No. 11246 (“Equal Employment Opportunity”), as amended by Executive Order No. 11375 (“Amending Executive Order 11246, Relating to Equal Employment Opportunity”) (42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the Project. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant shall comply with any implementing requirements the FTA may issue.

1.12.8.3 Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 623) and the Federal transit law at 49 U.S.C. § 5332, Consultant shall refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant shall comply with any implementing requirements the FTA may issue.

1.12.8.4 Disabilities – In accordance with section 102 of the ADA, as amended (42 U.S.C. § 12112), Consultant shall comply with the requirements of U.S. Equal Employment Opportunity Commission regulations (29 C.F.R. Part 1630), pertaining to employment of persons with disabilities. In addition, Consultant shall comply with any implementing requirements the FTA may issue.

1.12.8.5 Consultant shall include these requirements in each subconsultant agreement financed in whole or in part with Federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

1.12.9 Clean Air

Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*) Consultant shall report each violation to the Authority and acknowledges and agrees that the Authority

shall, in turn, report each violation as required to assure notification to the FTA and the appropriate Environmental Protection Agency (“EPA”) regional office. Consultant shall also incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement exceeding One Hundred Thousand Dollars (\$100,000) financed in whole or in part with Federal assistance provided by the FTA.

1.12.10 Clean Water

Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*). Consultant shall report each violation to the Authority. Consultant acknowledges and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. Consultant shall also incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement exceeding One Hundred Thousand Dollars (\$100,000) financed in whole or in part with Federal assistance provided by the FTA.

1.12.11 Access to Records and Reports

Consultant agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the underlying agreement for the purposes of making audits, examinations, excerpts and transcriptions. As reasonably as may be required, Consultant shall, pursuant to 49 C.F.R. § 633.15, provide the FTA Administrator or his or her designee and the Project Management Oversight (“PMO”) contractor access to Consultant’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)(1), that is receiving Federal funds through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

Consultant shall permit the FTA Administrator and the PMO contractor to reproduce Consultant’s records or to copy excerpts and transcriptions as reasonably needed.

Consultant shall maintain all records required under this Section 1.12.11 for a period of not less than three (3) years after the date of termination or expiration of the underlying agreement, except in the event of litigation or settlement of claims arising from the performance of the underlying agreement, in which case Consultant agrees to maintain same until the Authority, the FTA Administrator, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.12.12 Energy Conservation

Consultant shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 *et seq.*).

1.12.13 Disadvantaged Business Enterprise (“DBE”)

Neither Consultant nor subconsultant(s) shall discriminate on the basis of race, color, national origin, or sex in the performance of the underlying agreement. Consultant shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of a U.S. DOT-assisted contracts. Failure by Consultant to carry out these requirements will be a material breach of the underlying agreement, which may result in the termination of the agreement or such other remedy, as the Authority deems appropriate.

1.12.14 Environmental Protection

Consultant shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 *et seq.*) consistent with Executive Order No. 11514 ("Protection and Enhancement of Environmental Quality,"), as amended (42 U.S.C. § 4321 note), the FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b), Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended (40 C.F.R. Part 1500), and the joint Federal Highway Administration/FTA regulations (23 C.F.R. Part 771 and 49 C.F.R. Part 622).

1.12.15 Access Requirements For Persons With Disabilities

Consultant shall comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Consultant shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps, and with the ADA, as amended (42 U.S.C. § 12101 *et seq.*), which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance" (49 C.F.R. Part 27);
- (3) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (49 C.F.R. Part 26);
- (4) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Guidelines for Transportation Vehicles" (36 C.F.R. Part 1192) and "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles" (49 C.F.R. Part 38);

- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services” (28 C.F.R. Part 35);
- (6) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities” (28 C.F.R. Part 36);
- (7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act” (29 C.F.R. Part 1630);
- (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities” (47 C.F.R. Part 64, Subpart F);
- (9) FTA regulations, “Transportation for Elderly and Handicapped Persons” (49 C.F.R. Part 609); and
- (10) Any implementing requirements the FTA may issue.

1.12.16 Fly America Requirements

Consultant shall comply with the Fly America Act (49 U.S.C. § 40118) in accordance with the General Services Administration’s regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Consultant shall also incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement that may involve international air transportation.

1.12.17 No Government Obligation to Third Parties

The Authority and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the underlying agreement and shall not be subject to any obligations or liabilities to the Authority, Consultant, or any other party (whether or not a party to the underlying agreement) pertaining to any matter resulting from the underlying agreement.

Consultant shall include the above clause in each subconsultant agreement financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that

the clause shall not be modified, except to identify the subconsultant subject to this clause.

1.12.18 Recovered Materials

Consultant shall comply with all requirements of Section 6962 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 U.S.C. § 6901 *et seq.*), including, but not limited to, the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

1.12.19 Privacy Act

Consultant shall comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended (5 U.S.C. § 552a). Among other things, Consultant shall obtain the express consent of the Federal Government before Consultant or its employees operate a system of records on behalf of the Federal Government. Consultant understands that the requirements of the Privacy Act of 1974, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act of 1974 may result in termination of the underlying agreement.

Consultant shall include these requirements in each subconsultant agreement to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

1.12.20 Buy America

Consultant shall comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have a sixty percent (60%) domestic content.

Authority may investigate Consultant's, subconsultants', and any supplier's compliance with these provisions. If an investigation is initiated, Consultant, subconsultant(s), and supplier(s) shall document its compliance, in accordance with 49 C.F.R. § 661.15, and cooperate with the investigation. Consultant shall include these Buy America requirements in each subconsultant agreement or purchase order and shall enforce such requirements.

Proposer shall submit to Authority the Buy America Certificate (Attachment H) with all Proposals on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America Certificate shall be rejected as nonresponsive.

1.12.21 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Notwithstanding anything to the contrary herein, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the underlying agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FTA terms and conditions.

1.13 CONTRACT TYPE

It is anticipated that the agreement resulting from this RFP, if awarded and executed, will be a fixed-fee contract. The Authority reserves the sole right to determine whether or not a consultant will be selected and a contract awarded or executed as a result of this RFP. In short, issuance of this RFP does not guarantee that a contract for the services described herein will be awarded or executed.

1.14 NOT USED

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2.0 PROPOSAL CONTENTS AND FORMS

2.1 FORMAT AND CONTENT

2.1.1 Presentation

Proposals shall be typed and single-spaced with a minimum 11-point font on 8 ½ x 11-size paper using a single method of fastening. Proposals shall not exceed 15 pages in length, excluding resumes, forms, conflict of interest responses as described below, and any appendices. In addition, a maximum of five 11 x 17-size sheets of paper may be used. Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should be clear and easy to read.

Proposals shall include logical section separation and labeling to facilitate review and evaluation. The Price Proposal shall be sealed in a container (an envelope is acceptable) *separate* from the Technical Proposal. The Technical Proposal shall not include the compensation amount included in the Price Proposal.

2.1.2 Letter of Transmittal

A Letter of Transmittal shall be addressed to Mitchell S. Purcell, Esq., Chief Contracting Officer, included in each copy of the Proposal, and must at a minimum contain the following:

- a) Identification of the Proposer, including **full legal name**, address, and telephone number;
- b) Name, title, address, email, and telephone number of **contact person** during the period of evaluation of the Proposal;
- c) Proposed working relationship between the Proposer and subconsultants, if applicable (identify all subconsultants initially by their full legal name);
- d) Acknowledgement of receipt of all RFP addenda, if any (if none, so state);
- e) A statement to the effect that the Proposal shall remain valid for a period of not less than 180 days from the date of submittal; and
- f) The signature of the person authorized to bind the Proposer to the terms of the Proposal.

2.1.3 Technical Proposal

Section 5.0 (“Scope of Services”) of this RFP identifies the efforts and activities required for this RFP. The Proposer’s Technical Proposal must be labeled include the following four sections in the Proposal to be considered responsive:

2.1.3.1 Section 1 - Related Experience

This section of the Proposal should demonstrate the ability of the Proposer to perform the Work in light of Proposer’s related experience.

The Proposer shall:

- Provide a brief profile of the Proposer emphasizing Proposer’s qualifications to perform the Work, including the types of services offered; the year founded; form of the organization; number, size, and location of offices; and number of employees.
- Describe the Proposer’s experience in performing services of a similar nature to that solicited in this RFP and highlight the participation in such work by the Project Manager and other key personnel proposed for assignment to the services solicited in this RFP.

Specifically, the Proposal must describe experience representing public agencies similar to the Authority with educating and informing the public on engineering, construction and project development.

- Identify subconsultants, if any, by company name, address, contact person, telephone number and the project-related specialty areas they will be involved in, and describe the Proposer’s experience in working with each subconsultants.
- A minimum of two references should be given from projects cited as related experience. Furnish the name, title, email, physical address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Additionally, the Proposer may supply references from other work not cited in this section as related experience.

2.1.3.2 Section 2 – Staffing and Personnel

This section of the Proposal should highlight the Proposer’s management, team members, and organization. The Proposer shall:

- Identify the Project Manager and other key personnel (including dedicated editor) proposed to perform the services solicited in this RFP and include major areas of subcontract work, if any.
- Provide a description of the experience, education, and applicable professional credentials of the Project Manager, dedicated editor, and other

key personnel, including a description of their involvement in any experience described in Section 2.1.3.1.

- Furnish brief resumes (not more than two pages each) for the proposed Project Manager, dedicated editor and other key personnel. The individuals featured in the resume section shall be deemed the “key” personnel.
- Include a personnel / team organization chart (and description, if needed) which clearly delineates communication and reporting relationships between the Project Manager, dedicated editor and other key personnel, including subconsultants.
- Include a statement that the proposed Project Manager, dedicated editor and other key personnel will be available to the extent proposed for the term of contract if acknowledging that no person designated as “key” to the project (including the Project Manager) shall be removed and/or replaced without the prior written concurrence of the Authority’s CEO.

Liquidated Damages and Termination: Consultant acknowledges and agrees that Consultant shall pay the Authority as liquidated damages a sum of \$100,000 for each “key” personnel committed to the services solicited in this RFP who does not become available for the assignment as proposed or is removed without good reason, as determined by the Authority’s CEO. The Authority may also terminate the underlying agreement if “key” personnel do not report for, or are removed without Authority’s consent from, the assignment.

2.1.3.3 Section 3 - Project Understanding, Plan, and Approach

The Proposer shall provide a project work plan (the “Project Work Plan”) in the form of a detailed narrative that (a) addresses the management and strategic approach to performing the Work in the most cost-effective manner and (b) shows the Proposers’ understanding of the needs and requirements of the Authority in this RFP. As part of its Project Work Plan, the Proposer shall include, but not be limited to, the following:

- The Proposer’s understanding of the Work and the Project, including a detailed strategy reflecting thorough knowledge of the Work.
- The Proposer’s practical approach for completing the Work and identification of which individuals within the Proposer’s organization will have specific responsibility for which tasks.
- A schedule identifying the general timeframes and sequence of activities for delivering the tasks and deliverables necessary to perform the Work, as well as a staffing plan demonstrating the Proposer’s capability to complete the tasks on that schedule.

2.1.4 Price Proposal

To be considered responsive, the Proposer's Proposal must include a monthly compensation amount for performing the Work. This fee shall be inclusive of all overhead, expenses, and costs of any and all kind associated with performance of the Work. Please note that the Proposer will not be eligible for expense reimbursement of any kind under the contract awarded pursuant to this RFP (if any).

2.2 CONFLICT OF INTEREST

In submitting a Proposal, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or procure this assignment with the Authority. Further, the Proposer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee(s) working solely for the Proposer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award of a contract pursuant to this RFP. For breach or violation of this warranty, the Authority shall have the right to rescind any contract award without liability. For the term of the services solicited in this RFP, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in any contract for such services, or obtain any present or anticipated material benefit arising there from.

The Authority seeks to obtain the best possible services for the Work. The Authority recognizes that many of the highly qualified firms and/or individuals may have worked for or have ongoing contractual relationships with the Authority. The relationships, if any, may or may not constitute a conflict of interest.

The Authority shall, in its sole discretion, determine whether or not a conflict of interest exists, and qualify or disqualify Proposers accordingly.

2.3 REQUIRED FORMS

2.3.1 Required State of California Forms

In conformance with the statutory requirements of California Government Code, Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors and governing bodies, Proposers, as part of their Proposals, are required, if applicable, to complete, sign and submit the forms provided as Attachments A, B, C, and D within Section 6.0 ("Attachments") of this RFP. Proposers are required to submit one original of the completed form(s) as part of their original Proposal; Proposers shall submit copies of the form(s) in accordance with Section 1.5.

2.3.2 Required Federal Forms

In conformance with Federal requirements, Proposers, as part of their Proposals, are required, if applicable, to complete, sign and submit the forms provided as Attachments E, F, G, H and I with Section 6.0 (“Attachments”) of this RFP. Proposers are required to submit one original of the completed form(s) as part of their original Proposal; Proposers shall submit copies of the form(s) in accordance with Section 1.5.

2.3.3 Requirements for Completion of the Forms

The prime consultant and all subconsultants, if any, must complete the form entitled “Party Disclosure Form” (Attachment A) and the form entitled “Gift Disclosure Form” (Attachment C). Lobbyists and/or agents representing the prime consultant in this solicitation must complete the form entitled “Participant Disclosure Form” (Attachment B) and the form entitled “Participant Gift Disclosure Form” (Attachment D).

If the prime consultant has no “disclosures” as defined, he/she should enter “None” on the first line, sign the Attachments A and C in the designated spaces, and include them only in the original Proposal along with copies in accordance with Section 1.5. The same guidance applies to lobbyists and/or agents working for the prime or subconsultants in terms of Attachments B and D.

The prime consultant must complete the form entitled “Drug Free Workplace Certificate” (Attachment E). All subconsultants, if any, must complete the form entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” (Attachment F). The prime consultant and all subconsultants, if any, must complete the forms entitled “Certificate of Restriction on Lobbying” (Attachment G), “Buy America Certificate” (Attachment H) and “Organizational Conflicts of Interest Disclosure Statement” (Attachment I).

2.4 ATTACHMENTS

Information considered by the Proposer to be pertinent to this Project and which has not been specifically solicited in any of the sections of this RFP may be placed in a separate attachment section. Proposers are cautioned, however, that this is not an invitation to submit large amounts of extraneous material. All attachments should be relevant and directly tied to some specific section or subsection of the Proposer’s Proposal.

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3.0 EVALUATION AND AWARD

3.1 EVALUATION PROCEDURE & AWARD

An evaluation committee, consisting of, but not limited to, Authority staff, outside agency representatives and/or representatives from local cities and municipalities, will evaluate the Proposals received from Proposers to determine the value offered by each Proposal based on the Technical Proposal Evaluation Criteria set forth in Section 3.2 and the Price Proposal Evaluation Criteria set forth in Section 3.3. The Technical Proposal (described in Section 2.1.3) will be evaluated first, without consideration of the Price Proposal (described in Section 2.1.4). Once the Technical Proposals have been scored, the evaluators will evaluate the Price Proposals and rank the Proposals based on both Technical and Price Proposals according to the value offered thereby. In determining the value offered by each Proposal, the Technical Proposal and Price Proposal are approximately equal in importance.

Based on the evaluation committee's analysis and determinations, the CEO may make a recommendation for award of the contract to the Authority's Board of Directors. The Authority's Board of Directors will be responsible for making the decision to award the contract. The CEO or Authority's Board of Directors may determine to cancel this procurement and award no contract pursuant thereto at any time.

If it becomes clear to the Authority that the winning proposer will not timely execute a contract in accordance with the Authority's terms and conditions, the Authority's Board of Directors may cancel the prior award and award the contract to the next highest ranking proposer or take any other action that it deems appropriate.

During the evaluation period, interviews may occur with some or all of the firms or teams. The date indicated on the cover page of this RFP as the Interview Date has been established as the time in which interviews may be conducted. All prospective Proposers are asked to keep this date available. If the Proposer is unable to attend the interview on the date of its scheduled interview, **its Proposal may be eliminated from further consideration.**

Proposers are advised, however, that an award may be made without interviews or further communication with Proposers once all Proposals are received on the date specified above.

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3.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

The Technical Proposal described in Section 2.1.3 will be evaluated in light of the evaluation criteria listed below and in accordance with this RFP. Score sheets based on a maximum score of 100 points, will be completed for each of the Proposals submitted. In applying the Technical Proposal Evaluation Criteria to the Proposals, the evaluators may consider additional sub-criteria beyond those listed and additional information beyond that provided in the Proposal. The maximum score for each criteria is indicated in parenthesis:

3.2.1 Related Experience (40 points)

Proposers (and their team members, as applicable) will be evaluated as to whether and to what degree they have substantial and positive experience performing services similar to the Work, including experience representing public agencies similar to the Authority with educating and informing the public on engineering, construction and project development.

3.2.2 Staffing and Personnel (30 points)

Proposers (and their team members, as applicable) will be evaluated as to whether and to what degree they present (a) a well-qualified and experienced Project Manager, dedicated editor and other key personnel, particularly as it relates to conducting services similar to the Work, (b) a Project Manager, dedicated editor and other key personnel deeply involved with any positive experience discussed in Section 2.1.3.1, and (c) a statement agreeing to the restrictions on changes in key personnel (including Project Manager) set forth in Section 2.1.3.2.

3.2.3 Project Understanding, Plan, and Approach (30 points)

Proposers (and their team members, as applicable) will be evaluated as to whether and to what degree they (a) convey a clear understanding of the Work, (b) set forth an efficient, complete, and effective approach to completing the Work, (c) propose a realistic schedule identifying a timeline for deliverables that meets project needs along with a plan demonstrating the capability to meet such a schedule, and (d) propose additional value to the Authority through suggested strategic or procedural innovations or creative solutions / approaches.

3.3 PRICE PROPOSAL EVALUATION CRITERIA

The Price Proposal set forth in Section 2.1.4 will be evaluated in light of the monthly compensation amount proposed.

3.4 NOT USED

3.5 NOTIFICATION OF AWARD AND DEBRIEFING

Each Proposer that submits a Proposal in response to this RFP shall be notified in writing either (1) regarding the Proposer who is being recommended to the Authority's Board of Directors for award prior to such award being made or, alternatively, (2) regarding the Proposer to whom the contract was awarded by the Authority's Board of Directors within 14 days after the contract award was made. The Authority will provide a notice of award to its website at www.foothillextension.org following award (if any).

Proposers that are not awarded the contract may request a debriefing of the evaluation process. Unsuccessful Proposers that wish to be debriefed must request the debriefing in writing, and the CEO of the Authority must receive the request by U.S. mail or fax within three working days of the notification described in the preceding paragraph.

4.0 EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE

4.1 POLICY

It is the policy of the Authority that Disadvantaged Business Enterprises (DBEs), as defined in the federal regulations (49 C.F.R. Part 26), shall have the maximum opportunity to participate in the performance of contracts. The Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

4.2 DBE OBLIGATION OF THE PROPOSER

In connection with its proposed performance under this RFP, the Proposer agrees to cooperate with the Authority in meeting the Authority's commitments with regard to maximum utilization of DBEs. The Proposer shall use its best efforts to ensure that DBEs as certified by the Southern California Association of Governments ("SCAG"), the California Department of Transportation ("CALTRANS"), or the Los Angeles County Metropolitan Transportation Authority ("MTA") have the maximum opportunity to participate in the performance of the Work. The Proposer shall commit to Authority's DBE participation goal of 5.71% for this procurement.

4.3 EQUAL OPPORTUNITY OBLIGATION OF THE PROPOSER

In connection with its proposed performance under this RFP, the Proposer shall not discriminate against any employee or applicant for employment, or harass or allow harassment of any employee because of race, religion, color, sex, age or national origin. The Proposer shall ensure that applicants are employed, and that employees are

treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but are not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4.4 LABOR COMPLIANCE

~~Consultant shall be required to submit timecards for the applicable period with their invoices for all staff and subconsultants.~~[NOTE: This section does not apply due to fix fee nature of contract.]

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5.0 SCOPE OF SERVICES

Each Proposer must submit a Proposal for all of the required services described below.

The Construction Authority is seeking a full service audio, video and film production contractor to produce and distribute videos and webisodes to document subjects, events and milestones related to the Construction Authority and the LRT project.

The following is a description of the annual scope of services required for this contract:

1. General Requirements

1.1 Contractor will produce four (4) high-quality documentary-style videos (video) and up to eight (8) Web Episodes (webisode) annually under this contract. These videos and webisodes are designed to be broadcast in rotation on L.A. and San Gabriel Valley area community access channels as well as online:

1.1.1 Each final documentary-style video will be approximately 15 minutes in length, and consist of a combination of interview segments and “B roll” visuals to provide a detailed and highly professional overview of a subject, event or milestone.

1.1.2 Each final webisode will be no more than 5 minutes in length and will highlight a current event, subject of interest, or act as a “teaser” for one of the videos.

1.2 Contractor and Gold Line agents will work together to identify, conceptualize and arrange the shooting of video/webisode content (including interviews with key spokespeople and B-Roll footage); however, Contractor is responsible for creating complete videos/webisodes that meet the objectives agreed to by the Authority and Contractor and all requirements set herein.

1.3 Contractor will participate in weekly team meetings with Construction Authority to strategize upcoming work or discuss schedule. Location to be determined.

1.4 To support the Authority, Contractor will provide video and production services for up to twelve (12) Construction Authority specified functions not directly related to a video/webisode in production, totaling no more than 72 hours of staff time to document these activities.

2. Production Requirements

2.1 Contractor will provide up to three (3) experienced production crew, two (2) wireless microphone kits, two (2) HD video cameras with tripods and

accessories, a small studio soundstage, a harddrive array and edit bay to accomplish all work from pre through post production.

2.2 Expected Contractor production labor per 15-minute video is up to thirty-five (35) hours total, including drive time.

2.3 Expected Contractor production labor per 5-minute webisode is up to twenty-five (25) hours total, including drive time.

2.4 Contractor should assume all costs associated with securing studio time for taping interviews, or provide access to an in-house studio as part of the contract.

3. Post Production Requirements

3.1 Contractor will provide a single editor dedicated to working on the Gold Line production. Editor will have to be approved by the Gold Line and subject to change only with Gold Line approval.

3.2 Contractor will provide professional video editing, including professional-level software and hardware.

3.3 Estimated harddrive storage needs over the course of the Agreement are to be provided by Contractor.

3.4 Simple graphics and titling will be provided as part of this agreement (complex graphics or animations requested by Gold Line may incur additional expense to be approved by Gold Line).

3.5 Professional voiceover will be provided for each final video/webisode at the expense of the Contractor.

3.6 Episodes will be produced in HD quality for embedding on the Gold Line website, Contractor's website or wherever Gold Line deems appropriate once each episode has been completed.

3.7 Rough cuts of episodes can be made available online at Gold Line request for the purpose of review notes and sign off.

4. Editorial Procedure Requirements

Contractor should anticipate two standard rounds of editorial notes per video and episode. A Contractor cut will be delivered for initial Gold Line notes, then after receiving and integrating said notes, a second Gold Line cut will be delivered for

a possible second round of notes if deemed needed by Gold Line. If editorial notes are extensive enough to create a need for a third round, and the total hours per video/webisode are exceeded, overtime pay may be incurred by Gold Line, which will be submitted for Gold Line approval ahead of time (along with records supporting the fact that the anticipated hours for that video/webisode were exceeded).

5. Storage and Archival Requirements

5.1 All raw and final video material gathered for purposes of this Agreement will be stored on harddrive and backed up and stored for safety purposes to a “backup drive” for the period of this Agreement.

5.2 Contractor will provide twenty (20) DVD copies of each finished video and webisode to Gold Line as part of the Agreement. Additional copies are at the cost to the Authority.

5.3 Contractor will provide all raw material to the Gold Line at the conclusion of the contract, unless otherwise directed by the Gold Line.

6. Delivery Timeline Requirements

Episodes will be delivered to Gold Line as raw video material is gathered and based on a priority order agreed upon between Gold Line and Contractor, with the goal of averaging one video or webisode for airing per month, and with the understanding that some content for certain video/webisodes may take longer to assemble than for others due to interviewee availability, location availability and editorial notes.

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6.0 ATTACHMENTS

Attachments A-E below are a series of forms that constitute an important part of an Proposer's Proposal. Attachments A and C, as well as E through H must be completed, signed, and incorporated as part of the original Proposal. Attachments B and D must be completed, signed, and incorporated by the prime consultant only if he/she has one or more agents and/or lobbyists working for them in connection with this project. In completing each of the forms, as required, please follow the instructions as contained in the text of this RFP. The titles of each of the Attachments are as follows:

- ATTACHMENT A** **PARTY DISCLOSURE FORM (This form must be completed and signed by the prime consultant and all of its subconsultants, if applicable).**
- ATTACHMENT B** **PARTICIPANT DISCLOSURE FORM (This form is to be submitted by the prime consultant only if they have agents and/or lobbyists working for them on this project).**
- ATTACHMENT C** **GIFT DISCLOSURE FORM (This form must be completed and signed by the prime consultant and all of its subconsultants, if applicable).**
- ATTACHMENT D** **PARTICIPANT GIFT DISCLOSURE FORM (This form is to be submitted by the prime consultant only if they have agents and/or lobbyists working for them on this project).**
- ATTACHMENT E** **DRUG FREE WORKPLACE CERTIFICATE (This form is to be completed and signed by the prime consultant).**
- ATTACHMENT F** **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (This form is to be completed and signed by all subconsultants, if applicable).**
- ATTACHMENT G** **CERTIFICATE OF RESTRICTION ON LOBBYING (This form is to be completed and signed by the prime consultant and all of its subconsultants).**
- ATTACHMENT H** **BUY AMERICA CERTIFICATE (This form is to be completed and signed by the prime consultant and all of its subconsultants).**
- ATTACHMENT I** **ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT (This form is to be completed and signed by the prime consultant and all of its subconsultants).**

ATTACHMENT A

PARTY DISCLOSURE FORM

Information Sheet

METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

The attached Party Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Authority or any of its affiliated agencies. (Please see next page for definitions of terms.)

Important Notice

Basic provisions of Government Code Section 84308 & Cal. Admin. Code tit. 2, § 18438.8

- I. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any Board Member of the Authority, or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and ends three (3) months after the Board of Directors renders a final decision on the application or proceeding. In addition, no Board Member or alternate may solicit, accept or direct a campaign contribution of more than \$250 from you or your agent during this period.
- II. These prohibitions also apply to your intermediaries agents, and if you are a closely held corporation, to your majority shareholder. These prohibitions also apply to your subcontractor(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- III. You must file the attached Party Disclosure Form if you or your agent(s) have, in the aggregate contributed more than \$250 to any Board Member, or his/her alternate, or officer of an Authority affiliated agency, between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding. (The disclosure form will assist the Board Members in complying with the law.)
- IV. If you, your agent, or subcontractor have, in the aggregate, contributed more than \$250 to any Board Member or his/her alternate between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding, that Board Member or

alternate must disqualify himself or herself from the decision. However, disqualification is not required if the Board Member or his/her alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about the contribution and the fact that you are a party in the proceeding.

- V. The Party Disclosure Form should be completed and filed with your Proposal, or with the first written document you file or submit after the proceeding commences.

DEFINITIONS

1. "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.
2. "Agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a legal, architectural engineering, consulting firm, or similar business entity, both the business entity and the individual are your "agents".

To determine whether you have made a campaign contribution of more than \$250, contributions made by you between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding must be aggregated with those made by your agent between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding. Contributions made by your majority shareholder (if a closely held corporation), subcontractor(s), and partner(s) in the proceeding must also be included as part of the aggregation. Campaign contributions made to different Board Members or their alternates are not aggregated.

A list of the Board Members and their alternates of the Board of Directors is attached.

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PARTY DISCLOSURE FORM

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and Section 18438.8 of Title 2 of the California Administrative Code Section 18438.8.

To be completed by a party only if campaign contributions have been made between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding. "Party" means any person who files an application for or is the subject. A proceeding involving a license, permit, or other entitlement for use. "Contributor" includes a party's agent, maturity shareholder (if a closely held corporation), subcontractor, or partner.

Party's Name: _____

Party's Address: _____

Application or Proceeding

Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions in excess of \$250 between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding.

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

[Add additional sheets as necessary.]

Date: _____

Signature of Party and/or Agent

AUTHORITY BOARD OF DIRECTORS

Doug Tessitor, Chair
City of Glendora, Mayor
116 E. Foothill Blvd.
Glendora, CA 91741

Sam Pedroza, 1st Vice Chair
City of Claremont, Mayor
207 Harvard Avenue
Claremont, CA. 91711

Keith Hanks, Voting Member
City of Azusa, Council Member
213 E. Foothill Boulevard
Azusa, CA 91702

Ed P. Reyes, Voting Member
City of Los Angeles, Council Member
200 North Spring Street
City Hall, Room 410
Los Angeles, CA 90012

John Fasana, Voting Member
City of Duarte, Mayor
1600 Huntington Drive
Duarte, CA 91010

Bill Bogaard, Non-Voting Member
City of Pasadena, Mayor
100 N. Garfield Avenue, Suite S228
Pasadena, CA 91109

Daniel M. Evans, Non-Voting Member
Board of Directors
1427 Monterey Road
South Pasadena, CA 91030

Lara Larramendi, Non-Voting Member
Board of Directors
45 Hidden Valley Road
Monrovia, CA 91016

AUTHORITY BOARD ALTERNATES

Gerald Miller
Alternate for E. Reyes
Chief Legislative Analyst
City of Los Angeles, City Hall
200 N. Spring Street, Room 255
Los Angeles, CA 90012

ATTACHMENT B

PARTICIPANT DISCLOSURE FORM

Information Sheet

METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

The attached Participant Disclosure Form must be completed by participants in any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Authority, or any of its affiliated agencies. (Please see next page for definitions of these terms.)

Important Notice

Basic Provisions of Government Code Section 84308 + Cal. Admin. Code tit. 2, § 18438.8

- I. If you are a participant, or his/her agent, in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any Board Member of the Authority, or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Authority or any of its affiliated agencies, and ends three (3) months after the Board of Directors renders a final decision on the application or proceeding. In addition, no Board Member or alternate may solicit, accept, or direct a campaign contribution of more than \$250 from you or your agent during this period.
- II. You must file the attached Participant Disclosure Form if you or your agent(s) have, in the aggregate, contributed more than \$250 to any Board Member, or his/her alternate or officer of an Authority affiliated agency, between the date that you began to actively support or oppose the application for license, permit or other entitlement before the Authority, of any of its affiliated agencies, and three (3) months after the Authority renders a final decision on the application or proceeding. (The disclosure form will assist the Board Members in complying with the law.)
- III. If you or your agent have, in the aggregate, contributed more than \$250 to any Board Member or his/her alternate between the date that you began to actively support or oppose the application for license, permit or other entitlement before the Authority, or any of its affiliated agencies, and three (3) months after the Authority renders a final decision on the application or proceeding, that Board Member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the Board Member or his/her alternate returns the campaign contribution within 30 days from the time the director knows, or should

have known, about the contribution and the fact that you are a participant in the proceeding.

- IV. The Participant Disclosure Form should be completed and filed with the Proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the Board Members or officers of any MGLFECA affiliated agency.

DEFINITIONS

1. A "Participant" means:

A. The individual or entity is not an actual party to the proceeding, but does have a financial interest in the decision involving a license or permit.

AND

B. The individual or entity, directly or through an agent, does any of the following:

1. Communicates, either in person or in writing, with a Board Member, or alternate, or any officer of an Authority affiliated agency for the purpose of influencing the Board Member's vote on the Proposal;
 2. Communicates, either in person or in writing, with an employee of the Authority or any of its affiliated agencies for the purpose of influencing a Board Member's vote on the Proposal;
 3. Testifies in person before the Board of Directors of the Authority for the purpose of influencing a Board Members vote on the qualification
 4. Otherwise acts to influence the Board Members on the vote of the qualification.
2. "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.
3. "Agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an individual agent acting as an agent is also acting in his/her capacity as an employee or member of a legal, architectural, engineering, or consulting firm, or similar business entity, both the business entity and the individual are "agents".

To determine whether you have made campaign contributions of more than \$250, contributions made by you between the date that you began to actively support or oppose the application for license, permit or other entitlement before the Authority, or any of its affiliated agencies, and three (3) months after the Authority renders a final decision on the application or proceeding, must be aggregated with those made by your

agent within the same period. Contributions made to different Board Members or their alternates are not aggregated.

A list of the members and alternates of the Board of Directors is attached.

PARTICIPANT DISCLOSURE FORM

This notice summarizes the major requirements of Government Code Section 84308 and Section 18438.8 of Title 2 of the California Administrative Code.

To be completed only if campaign contributions have been made while a proceeding involving the license, permit, or other entitlement for use is pending before the Authority and within three (3) months following the date the Authority renders a final decision in the proceeding.

Participant's Name: _____

Participant's Address: _____

Application or Proceeding Title and Number: _____

Board Member(s) or alternate(s) to whom you or your agent made campaign contributions in excess of \$250 while a proceeding involving the license, permit, or other entitlement for use is pending before the Authority or within three (3) months following the date the Authority renders a final decision in the proceeding:

Name of Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount(s): _____

--

Name of Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount(s): _____

--

Date: _____

Signature of Party and/or Agent

[Add additional sheets as necessary.]

AUTHORITY BOARD OF DIRECTORS

Doug Tessitor, Chair
City of Glendora, Mayor
116 E. Foothill Blvd.
Glendora, CA 91741

Sam Pedroza, 1st Vice Chair
City of Claremont, Mayor
207 Harvard Avenue
Claremont, CA. 91711

Keith Hanks, Voting Member
City of Azusa, Council Member
213 E. Foothill Boulevard
Azusa, CA 91702

Ed P. Reyes, Voting Member
City of Los Angeles, Council Member
200 North Spring Street
City Hall, Room 410
Los Angeles, CA 90012

John Fasana, Voting Member
City of Duarte, Mayor
1600 Huntington Drive
Duarte, CA 91010

Bill Bogaard, Non-Voting Member
City of Pasadena, Mayor
100 N. Garfield Avenue, Suite S228
Pasadena, CA 91109

Daniel M. Evans, Non-Voting Member
Board of Directors
1427 Monterey Road
South Pasadena, CA 91030

Lara Larramendi, Non-Voting Member
Board of Directors
45 Hidden Valley Road
Monrovia, CA 91016

AUTHORITY BOARD ALTERNATES

Gerald Miller
Alternate for E. Reyes
Chief Legislative Analyst
City of Los Angeles, City Hall
200 N. Spring Street, Room 255
Los Angeles, CA 90012

ATTACHMENT C

GIFT DISCLOSURE FORM

Information Sheet

METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

The attached Gift Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Metro Gold Line Foothill Extension Construction Authority or any of its affiliated agencies. (Please see next page for definitions of these terms.)

Important Notice

Basic Provisions of Government Code Sections 87100 and 87103

- I. If you are an applicant for, or the subject of, any proceedings involving a license, permit, or other entitlement for use, you are prohibited from making a gift, as defined in Section 82028, valued at \$10 or more to any Board Member of the Authority or his/her alternate during the 12 month period preceding the decision in the proceeding.
- II. These prohibitions also apply to your intermediaries or agents, and if you are a closely held corporation, to your majority shareholder. These prohibitions also apply to your subcontractor(s) and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- III. You must file the attached Gift Disclosure Form and disclose if you, your intermediary(ies) have in the aggregate, contributed \$10 or more to any Board Member, or his/her alternate, during the 12 month period preceding the decision in the proceeding.
- IV. If you, your intermediary or your agent have in the aggregate contributed \$10 or more to any individual Board Member or his/her alternate during the 12 months preceding the filing of the application or the initiation of the proceeding, that Board Member or alternate must disqualify himself for herself from the decision and abstain from making participating in making or using or attempting to use his or her official position to influence the Board of Directors decision.
- V. The Gift Disclosure Form should be completed and filed with your Proposal, or with the first written document you file or submit after the proceeding commences.

DEFINITIONS

1. "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.
2. "Agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an individual acting as an agent is also acting in his/her capacity as an employee or member of a legal, architectural, engineering, or consulting firm, or similar business entity, both the business entity or corporation and the individual are your "agents".

To determine whether you have made a gift of \$10 or more, gifts made by you within the preceding 12 months must be aggregated with those made by your intermediary or agent within the preceding 12 months. Contributions made by your majority shareholder (if closely held corporation), subcontractor(s), and partner(s) in the proceeding must also be included as part of the aggregation. Gifts or donations made to different members or alternates are not aggregated.

A list of the members and alternates of the Board of Directors is attached.

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GIFT DISCLOSURE FORM

To be completed only if gifts or donations have been made in the preceding 12 months of the decision in the proceeding.

Party's Name: _____

Party's Address: _____

Application or Processing
Title and Number: _____

Board Member(s) or Alternate(s) to whom you, your intermediary, and/or your agent made gifts in excess of \$10 in the preceding 12 months of the decision in the proceeding.

Name of Member: _____

Date(s): _____

Amount(s): _____

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

Name of Member: _____

Date(s): _____

Amount(s): _____

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

Name of Member: _____

Date(s): _____

Amount(s): _____

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

[Attach additional forms if necessary.]

Date: _____

Signature of Party and/or Agent

AUTHORITY BOARD OF DIRECTORS

Doug Tessitor, Chair
City of Glendora, Mayor
116 E. Foothill Blvd.
Glendora, CA 91741

Sam Pedroza, 1st Vice Chair
City of Claremont, Mayor
207 Harvard Avenue
Claremont, CA. 91711

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City of Azusa, Council Member
213 E. Foothill Boulevard
Azusa, CA 91702

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200 North Spring Street
City Hall, Room 410
Los Angeles, CA 90012

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City of Duarte, Mayor
1600 Huntington Drive
Duarte, CA 91010

Bill Bogaard, Non-Voting Member
City of Pasadena, Mayor
100 N. Garfield Avenue, Suite S228
Pasadena, CA 91109

Daniel M. Evans, Non-Voting Member
Board of Directors
1427 Monterey Road
South Pasadena, CA 91030

Lara Larramendi, Non-Voting Member
Board of Directors
45 Hidden Valley Road
Monrovia, CA 91016

AUTHORITY BOARD ALTERNATES

Gerald Miller
Alternate for E. Reyes
Chief Legislative Analyst
City of Los Angeles, City Hall
200 N. Spring Street, Room 255
Los Angeles, CA 90012

ATTACHMENT D

PARTICIPANT GIFT DISCLOSURE FORM

Information Sheet

METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

Participant in a proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Authority, or any of its affiliated agencies, must complete the attached Participant Gift Form. (Please see next page for definitions of these terms.)

Important Notice

Basic Provisions of Government Code Sections 87100 and 87103

- I. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a gift as defined in Section 82028 valued at \$10 or more to any Board Member of the Authority, or his or her alternate during the 12 months period preceding the decision in the proceeding.
- II. You must file the attached Participant Gift Disclosure Form if you, or your agent have, in the aggregate, made a gift of \$10 or more to any Board Member, or his/her alternate during the 12 month period preceding the decision in the proceeding.
- III. If you, your intermediary, or your agent have in the aggregate contributed \$10 or more to any Board Member or his/her alternate during the 12 months preceding the decision in the proceeding, that Board Member or alternate must disqualify himself for herself from the decision and abstain from making participating in, making, or using or attempting to use his/her official position to influence the Board of Directors decision.
- IV. The Participant Gift Disclosure Form should be completed and filed with the Proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the Board Members or any Authority affiliated agency.

DEFINITIONS

1. A "Participant" means

A. The individual or entity is not an actual party to the proceeding, but does have a financial interest in the decision involving a license or permit.

AND

B. The individual or entity, directly or through an agent, does any of the following:

1. Communicates, either in person or in writing, with a Board Member, or alternate, or any officer of an Authority affiliated agency for the purpose of influencing the Board Member's vote on the Proposal;

2. Communicates, either in person or in writing, with an employee of the Authority or any of its affiliated agencies for the purpose of influencing a Board Member's vote on the Proposal;

3. Testifies in person before the Board Members of the Authority for the purpose of influencing a Board Members vote on the qualification

4. Otherwise acts to influence the Board Members on the vote of the qualification.

2. "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.

3. "Agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an individual agent acting as an agent is also acting in his/her capacity as an employee or member of a legal, architectural, engineering, or consulting firm, or similar business entity, both the business entity and the individual are "agents."

To determine whether you have made a gift of \$10 or more, gifts made by you within the preceding 12 months must be aggregated with those made by your intermediary or agent within the preceding 12 months. Gifts or donations made to different members or alternates are not aggregated.

A list of the members and alternates of the Board of Directors is attached

PARTICIPANT GIFT FORM

To be completed only if gifts or donations have been made in the preceding 12 months of the decision in the proceeding.

Participant's Name: _____

Participant's Address: _____

Application or Processing: _____

Title and Number:

Board Member(s) or alternates(s) to whom you , your intermediary and your agent made gifts in excess of \$10 in the preceding 12 months of the decision in the proceeding.

Name of Member: _____

Date(s): _____

Amount(s): _____

Name of person making gift (if other than the party)

Name of Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount(s): _____

[Attach additional forms if necessary.]

Date: _____

Signature of Party and/or Agent

AUTHORITY BOARD OF DIRECTORS

Doug Tessitor, Chair
City of Glendora, Mayor
116 E. Foothill Blvd.
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AUTHORITY BOARD ALTERNATES

Gerald Miller
Alternate for E. Reyes
Chief Legislative Analyst
City of Los Angeles, City Hall
200 N. Spring Street, Room 255
Los Angeles, CA 90012

ATTACHMENT E

DRUG FREE WORKPLACE CERTIFICATE

The undersigned applicant, or person who is the subject of the proceeding involving a license, permit, or other entitlement for use pending before the board of directors of the Authority, or any of its affiliated agencies, hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Applicant's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by paragraph 1;
4. Notifying all employees in writing that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the applicant in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying the Authority in writing within ten (10) calendar days after receiving notice under paragraph 4(b) above, from an employee. The notice shall include the position and/or title of the employee;
6. Within thirty (30) calendar days after receiving notice under paragraph 4(b) of a conviction, taking one of the following actions with respect to said employee.

- a. Taking appropriate personnel action against such employee, up to and including termination; and/or
- b. Requiring said employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs 1 through 6.

Applicant: _____
(Please print or type)

By: _____
Authorized Signature

Name of Authorized Signature Date

County Of Affix Corporate Seal

State Of (If Applicable)

The foregoing instrument was acknowledged before me on this _____ day
of _____, 20_____.

By _____

_____ An individual acting in their own right;
_____ Of _____
Title Corporation/Company
a _____ Corporation, on behalf of the corporation.
State

_____ Acknowledging partner/agent on behalf of _____
Name of partnership
a partnership.

This person is personally known me or has produced _____ as
identification and who (did/did not) take an oath.

Signature of Person Taking Acknowledgment

Place Notary Seal Here

In lieu of Stamp: _____
Type or Print Name

Title

Expiration

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ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- LOWER TIER COVERED TRANSACTIONS-

1. By signing and submitting this certification with the Proposal, the prospective lower tier applicant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier applicant shall provide immediate written notice to the Authority if at any time the prospective lower tier applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “debarment,” “suspension,” “ineligible,” and “voluntary exclusion,” as used in this clause, have the meanings set out in the Definitions section of rules implementing Executive Order 12549 [2 C.F.R. Part 1200 (formerly 49 C.F.R. Part 29) and 2 C.F.R. Part 180]. You may contact the Authority for assistance in obtaining a copy of those regulations.
5. The prospective lower tier applicant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
6. The prospective lower tier applicant further agrees by submitting this qualification that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction -” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. An applicant in a covered transaction may rely upon a certification of a prospective applicant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. An applicant may decide the method and frequency by which it determines the eligibility of its principals. Each applicant may, but is not required to, check the Nonprocurement List issued by U.S. General Services Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of an applicant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transaction authorized under paragraph 5 of these instructions, if an applicant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- Lower Tier Covered Transaction"

State of _____ County of _____

I, _____, hereby attest and swear that I am

_____ of _____ and the
(Title) (Firm)

named firm is submitting the attached bid for the project(s) identified as follows:

Metro Gold Line Foothill Extension RFP C1140.

I further hereby certify that:

1) I am either an officer, director, owner, partner, key employee, or other person within the prospective lower tier applicant with primary management or supervisory responsibilities; and

2) To the best of my knowledge and belief, the prospective lower tier applicant and its "principals" [as defined at 49 C.F.R. § 29.105(p)]:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier applicant is unable to certify to any of the statements in this certification, such prospective applicant shall attach an explanation to this bid.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary

My commission expires

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ATTACHMENT G

CERTIFICATE OF RESTRICTION ON LOBBYING

The applicant certifies, by signing this certification, to the best of their knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit the attached Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

This certification is a material representation of fact upon which reliance will be placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 of Title 31 of the United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The Proposer also agrees by submitting its Proposal that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subconsultants shall certify and disclose accordingly.

Name of Authorized Signature Date

Signature

ATTACHMENT H

BUY AMERICA CERTIFICATE

As a condition of responsiveness, the Proposer must submit with his Qualification a completed Certificate of Compliance or a Certificate of Non-Compliance with Section 5323(j) of Title 49 of the United States Code.

STEEL or MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. 5323(j)

The Proposer hereby certifies that it will comply with the requirements of Section 5323(j) of Title 49 of the United States Code, and the applicable regulations in 49 C.F.R. Part 661 *et seq.*

DATE: _____

APPLICANT'S NAME: _____

SIGNATURE: _____

TITLE: _____

-OR-

CERTIFICATE FOR NON-COMPLIANCE WITH 49 U.S.C. 5323 (j)

The Proposer hereby certifies that it cannot comply with the requirements of Section 5323(j) of Title 49 of the United States Code but it may qualify for an exception to the requirement pursuant to Section 5323(j)(2) and regulations in 49 C.F.R. Part 661.7.

DATE: _____

PROPOSER'S NAME: _____

SIGNATURE: _____

TITLE: _____

ATTACHMENT I

**ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE
STATEMENT**

**METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION
AUTHORITY**

1. Policy

An organizational conflict of interest means that because of other activities, relationships, or contracts, an applicant is unable, or potentially unable, to render impartial assistance or advice to the Authority; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage.

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Applicant's team (including proposed consultants, subconsultants and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Firm Name