



Regional Transit

SACRAMENTO REGIONAL TRANSIT DISTRICT
PROCUREMENT SERVICES DEPARTMENT
P.O. BOX 2110
SACRAMENTO, CALIFORNIA 95812-2110
www.sacrt.com

REQUEST FOR PROPOSALS

FEDERAL LOBBYING SERVICES

RFP CONTROL NUMBER: 2020082

OCTOBER 2020

PUBLIC NOTICE
Request for Proposals

FEDERAL LOBBYING SERVICES

NOTICE IS HEREBY GIVEN that Sacramento Regional Transit District (SacRT) is soliciting proposals from CONTRACTORS with qualifications, experience and knowledge to provide Federal Lobbying Services.

The RFP and other proposal info may be downloaded from SacRT's Planet Bids Vendor Portal after completion of Vendor Registration. This publication (information) is available in accessible formats. Please contact Sue Robison at 916/556-0152 or TDD 483-HEAR (4327) to request an accessible format.

It is SacRT's policy that Small Business Enterprises ("SBEs") (defined as a business that has been certified as a small business by the California Department of General Services or any other public agency that certifies small businesses under applicable laws), and Local Businesses ("LBEs") (defined as a business that maintains its Principal Place of Business within the geographical boundaries of Sacramento, El Dorado, Placer, Sutter, Yolo or Yuba counties, and be an established business entity conducting business operations for at least 6 consecutive months prior to the due date of the bid or proposal) will have the maximum opportunity to participate in the performance of this Contract.

To further that policy, SacRT will provide a 10% point preference to Bidders meeting the SBE participation goal and a 10% point preference to Bidders meeting the Local Business participation goal set for this Contract. Bidders eligible for both preferences will receive a 20% point preference. See Attachment 5 Small and Local Business Enterprise (SBE/LBE) Requirements for additional information.

SacRT hereby notifies all proposers it will affirmatively ensure that, in regard to any contract entered into pursuant to this solicitation, all proposers will be afforded full opportunity to submit a proposal in response to this invitation and will not be discriminated against based on race, color, creed, sex, disability, age, or national origin in consideration for an award.

Proposals must be submitted through SacRT's PlanetBids Vendor Portal by no later than 2:00 p.m., Thursday, November 12, 2020, Pacific Local Time.

REQUEST FOR PROPOSALS
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PROPOSAL FORMS

Form 1	Pricing Proposal Form
Form 2	Receipt of Addenda
Form 3	Interests and Gratuities Certification
Form 4	Certification Regarding Organizational Conflicts
Form 5	Certification Regarding SacRT's Form of Agreement
Form 6	Public Records Act Acknowledgment
Form 7	SBE/LBE Participation Certification

Any non-sequential Attachments or Forms that are not listed above are intentionally omitted.

1.0 INTRODUCTION

1.1 SACRT OVERVIEW

The Sacramento Regional Transit District (SacRT) invites proposals and qualification statements from Contractors with outstanding qualifications, experience and knowledge to provide Federal Lobbying Services. SacRT intends to award a 2-year Contract with a SacRT option to renew for two additional 1-year periods. Section III, Contract Scope, of this Request for Proposal (RFP) provides detailed information regarding the scope of services.

1.2 SACRT SYSTEM PROFILE

SacRT's enabling legislation was enacted by the California Legislature in 1971. SacRT is governed by an eleven-member Board whose members are appointed from the City of Sacramento (four appointees); the County of Sacramento (three appointees); and the Cities of Rancho Cordova (one appointee), Citrus Heights (one appointee), Elk Grove (one appointee), and Folsom (one appointee). Fiscal Year 2021 Operating Budget is \$200.3 million with a Capital Budget of \$195.8 million.

The Sacramento Regional Transit District (SacRT) is the 2019 national TSA Gold Standard Security Award recipient for the highest standard of excellence and is the regional transit provider in the capital of California (the 5th largest economy in the world), operating over 80 bus routes (fixed-route, microtransit and dial-a-ride), 43 miles of light rail serving 52 light rail stations and ADA paratransit services all within a 400 square-mile service area throughout Sacramento County, which includes service in the cities of Sacramento, Citrus Heights, Elk Grove, Folsom and Rancho Cordova.

SacRT is committed to operating a world-class transit system with state-of-the-art service. Buses and light rail trains operate 365 days a year. Buses operate daily from 5 a.m. to 11 p.m. every 12 to 60 minutes, depending on the route. Light rail trains begin operation at 4 a.m. with service every 15 minutes during the day and every 30 minutes in the evening. Blue Line and Gold Line trains operate until 12:30 a.m. Green Line trains operate every 30 minutes, Monday through Friday, from approximately 6 a.m. to 8:30 p.m.

Annual ridership was approximately 21 million passengers in FY 2019. Weekday light rail ridership averages about 40,000 while weekday bus ridership averages approximately 37,000 passengers per day.

SacRT has become an industry leader in innovative mobility solutions, starting with the launch of one of the first on-demand microtransit services in the nation called "SmaRT Ride." SmaRT Ride offers convenient and affordable on-demand service in Citrus Heights-Orangevale-Antelope, Gerber-Calvine, Franklin-South Sacramento, Rancho Cordova, Arden, Carmichael, Downtown-Midtown-East Sacramento, Folsom, and North Sacramento. For more information about SacRT, please go to www.sacrt.com.

2.0 PROPOSAL REQUIREMENTS

2.1 GENERAL INFORMATION

Proposal must be submitted through SacRT PlanetBids Vendor Portal.

Contact for Questions on RFP through SacRT's PlanetBids Vendor Portal:

Senior Procurement Analyst
SACRAMENTO REGIONAL TRANSIT DISTRICT
2816 N Street (P.O. Box 2110)
Sacramento, CA 95816 (95812-2110)
Ph: (916) 556-0152
E-mail: srobison@sacrt.com

All Proposals must be submitted to SacRT no later than the date and time specified in this RFP through SacRT's PlanetBids Vendor Portal. By submission of its proposal on PlanetBids, proposer certifies that it has received and acknowledged all addenda issued as of the proposal due date. SacRT assumes no responsibility for delay of electronic submission that results in the late arrival of any Proposal. Proposer is solely responsible for ensuring that its Proposal is delivered on or before the deadline in the manner set forth in this RFP.

The Proposal must have a letter of transmittal as set out in Section 2.3.1 below. Proposals must be submitted through SacRT's PlanetBids Vendor Portal. Proposals must be submitted no later than Thursday, November 12, 2020, by 2:00 p.m., Pacific Local Time.

SacRT will only consider electronic Proposals submitted through SacRT's PlanetBids Vendor Portal according to the instructions set forth in this RFP. Late submissions will not be accepted.

All contact with SacRT regarding this RFP must be made only with Procurement staff; attempts to contact any other individuals at SacRT, including SacRT Board Members, with regard to this procurement may result in disqualification from competing in this procurement.

If any Proposer contemplating submission of a Proposal believes that there is an error in this RFP, is in doubt as to the true meaning of any part of this RFP, objects to any contract provision, or needs an extension of time, the Proposer may submit a written inquiry or request to SacRT through SacRT's PlanetBids Vendor Portal, not later than 10 calendar days prior to the Proposal submittal deadline.

Written responses to questions may be published either: through the Q&A tab on PlanetBids, through a Letter of Clarification or in an addendum to this RFP. All responses will be released at least 5 working days prior to the Proposal submittal

deadline. Answers to questions (whether oral or written) and Letters of Clarification are provided for reference only, will not be binding on SacRT, and will not become part of the Contract. Addenda to this RFP will be binding on SacRT and will become part of the Contract.

If necessary, SacRT may extend the Proposal submittal deadline to allow Proposers sufficient time to respond to any addenda.

2.2 PROCUREMENT SCHEDULE

The procurement schedule is as follows:

October 21, 2020	Release RFP
November 2, 2020	Deadline for Receipt of Questions
November 4, 2020	Deadline for Issuance of Addenda and Responses to Questions
November 12, 2020 2:00 p.m.	Deadline for Receipt of Proposals
November 2020.....	Oral Presentations*
December 2020.....	Contract Negotiations
January 2021	Award Contract
TBD	Notice to Proceed
TBD	Contract Completion**

*SacRT staff may elect not to have oral interviews.

**SacRT intends to award a 2-year Contract with a SacRT option to renew for two additional 1-year periods.

2.3 PROPOSAL FORMAT AND CONTENT

2.3.1 Submittal Format

Proposals must be prepared using the following format:

<u>Part</u>	<u>Contents</u>
--	Letter of Transmittal
1	Contract Understanding

- 2 Contract Staffing and Experience
- 3 Conflicts
- 4 Price Proposal
- 5 Forms and Certifications
- 6 Exceptions to the Contract
- 7 Appendices

Each part should be clearly defined and tabbed for easy reference. A Proposal that does not address all of the required submittals and associated documentation may be deemed non-responsive. A Proposer submitting a non-responsive Proposal will not be eligible for award.

SacRT considers the Proposal content and completeness to be most important. Clear and effective presentations are preferred. Elaborate, decorative, or extraneous proposals are strongly discouraged. Any digital document submitted (except for plans) must be printable to 8-1/2" x 11" paper, with deviations from this basic size only as necessary for legibility. The cover must clearly contain the RFP title and the Proposer's firm name(s).

2.3.2 Submittal Content

Letter of Transmittal - The letter of transmittal must be signed by an officer authorized to make a binding commitment for the firm(s) submitting the Proposal. Failure to submit a properly-signed transmittal letter may render the Proposal non-responsive. The letter of transmittal must be addressed to the Procurement Analyst identified in part II.A above and must include:

- An identification of the firm(s) involved in the Proposal. If Proposer is a joint venture, Proposer must include a statement acknowledging that all parties to the joint venture will enter individually into a contract with SacRT and on behalf of the joint venture, and state the joint venture's name.
- A statement that the Proposer has reviewed the insurance requirements and the sample contract.
- A statement that the Proposal and its terms will remain in effect for 120 calendar days after the deadline for receipt of the Proposal by SacRT.
- A contact person to be notified of the Selection Committee's decision and coordinate negotiations, if necessary, including a telephone number, email, and physical mailing address.
- The name of the individual(s) with authority to bind the company during the 120-day period following submission of the Proposal.

- The legal form of the firm, i.e., sole proprietor, partnership, corporation, etc. If the firm is a corporation, the state in which the company was incorporated must be identified.

Part 1 - Contract Understanding

The Proposal must contain a description of how Proposer intends to organize its approach to the Contract. Proposer must describe how it perceives its role, and any subcontractor(s) roles, in carrying out the responsibilities required to complete the services set forth in this RFP. Proposer must address the specific challenges and opportunities it foresees for this Contract.

Proposer must demonstrate understanding of the United States Department of Transportation (USDOT) federal regulatory process and bureaucracy, particularly as it relates to the approval, funding and project management of the USDOT's CIG program.

The Proposal must demonstrate solid understanding of the complexities of the political landscape within which SacRT functions in its region, and have access to key policymakers, decision makers and elected officials, particularly on the federal level within the SacRT region and State of California.

Part 2 - Contract Staffing and Experience

The Proposal must identify key personnel who are to be assigned to the Contract and identify the lead staff person if different than the proposed Contract Manager. The Proposed Contract Manager must have the responsibility and authority to commit budget and resources, and to direct and accomplish the scope of services.

Each key person identified in the organization chart must be identified by name, and a resume or profile must be provided for each key staff person. Each resume or profile must be complete and concise, featuring experience that is most directly relevant to the task or responsibility that the individual will be assigned. If an individual is assigned to more than one position, the relevant experience must be indicated for each task assigned.

Contract services must be performed by the key personnel indicated in the original Proposal. Replacements required during the RFP evaluation process due to extraordinary and unforeseen circumstances may be accepted by SacRT and the evaluation will be based on the qualifications of the replacement. After a Notice to Proceed is issued, Proposer must not replace key personnel listed in the Proposal unless the personnel are approved by SacRT in writing prior to their performing services. Resumes of replacements must be submitted to SacRT with all applicable information.

A complete and accurate description of the firm's experience which is relevant to this Contract be provided. The firm and/or the lead staff person must have specific experience in assisting public transit agencies in pursuing federal transit funding for multi-modal transportation projects, with specific expertise in the FTA's Capital Investment Grants (CIG) Program and other transit discretionary federal funding programs for the Proposal to be considered responsive. The firm must hold and maintain status as a registered lobbyist.

Experience in structuring and developing innovative financing strategies, creative public-private partnerships, and leveraging federal funding is highly desirable. The Proposal must demonstrate:

- Knowledge, access and experience on Capitol Hill with specific emphasis on results assisting public transit agencies in obtaining federal transportation funding for large, transit projects.
- Knowledge of and access to the process of congressional authorizations, appropriations and committees, as well as key decision makers/personnel.

Identification of unique qualifications and experience.

A minimum of two recent client reference check contacts must be provided for the CONTRACTOR and its proposed lead staff person.

Proposer must use approved subcontractors as shown in the Proposal.

Proposer must not further subcontract all or any portion of its services under this Contract without the prior written approval of SacRT.

The selected CONTRACTOR must ensure that all subcontract work conforms to the Contract.

Part 3 - Conflicts

Proposer must disclose if it is currently under contract to perform federal and/or state lobbying services for any other transportation agencies and describe, in particular, the type of services provided for California agencies. The Proposer must describe in its proposal any associated advantages or disadvantages of such contracts and any foreseeable conflicts.

Part 4 - Price Proposal

Proposer must set out an annual retainer pricing proposal for costs to be paid by SacRT under the Contract for the first two years of the Contract. With the sole

exception of interstate noted below; the annual retainer must include, all Contractor costs to complete the Contract services, including all compensation for wages, salary-related benefits, overhead, administration, materials and other direct costs; travel expenses, subcontractor costs, and profit. The total proposed price for the work must be indicated on the Pricing Proposal Form. Any interstate travel must be pre-approved by SacRT in writing and will be billed separate from the annual retainer.

The Proposal must state the annual retainer fee for each of the two years of the Contract and the option years 3 and 4.

Part 5 – Forms and Certifications

Each Proposer must sign and submit the Forms and Certifications listed in the RFP Table of Contents as Part 5 of its Proposal. Only Prime Proposers are required to sign and submit the Forms and Certifications with Proposals. If any Forms or Certifications are subsequently required from the successful Proposer's team of subcontractors, they must be submitted to SacRT before the Contract with the successful Proposer is executed.

Also, prior to Contract award, the selected Proposer must submit a Campaign Contribution Disclosure Form disclosing any campaign contributions in the aggregate of more than \$250 made by the Proposer or its agents to any SacRT Board member within the 12 months preceding issuance of this RFP.

Part 6 – Exceptions to the Contract

SacRT expects the selected Proposer to enter into SacRT's Form of Agreement, including all of the terms and conditions set forth in this RFP. However, SacRT affords Proposers an opportunity, in Part 6 of the Proposal, to identify exceptions to any terms and conditions set forth in the RFP and offer, for SacRT's consideration, proposed changes to those terms and conditions. Proposer must clearly identify each and every proposed contract exception in Part 6 of its Proposal. SacRT will not consider any exceptions to the Contract terms and conditions not listed in Part 6 of the Proposal.

SacRT will not review the Contract exceptions as part of its evaluation of the Proposal. If SacRT determines through its evaluation process that Proposer is the highest-ranked Proposer, or is within the competitive range, SacRT will review Proposer's contract exceptions. With respect to each exception, SacRT reserves the right, in its sole and absolute discretion, to reject the exception outright, negotiate with Proposer regarding the exception, or make the requested modification. SacRT may deem Proposer non-responsive and proceed to negotiate with the next-highest ranked Proposer, if Proposer is unwilling to enter into the Contract after a reasonable period of negotiation regarding the exceptions.

Proposer must certify, using the “Certification Regarding SacRT’s Form of Agreement” Form that any necessary internal reviews and/or approvals, including but not limited to reviews by Proposer’s legal counsel or contract administrator, of the RFP terms and conditions have been completed and, unless otherwise noted on the form, Proposer is prepared to enter into the Contract on the terms and conditions specified in the RFP. Proposer must certify, on the same form, that Proposer accepts all terms and conditions of the RFP without exceptions, including use of the SacRT Form of Agreement, or, alternatively, that Proposer has identified all contract exceptions in Part 6 of its Proposal.

Part 7 – Appendices

Proposer must carefully examine the RFP for required documentation not specifically covered in Parts 1 through 6 above, and must place such documentation in an appendix. Information considered by Proposer to be pertinent to this Contract, but not specifically requested in this RFP, may also be placed in an appendix. Proposer is reminded that this is not an invitation to submit voluminous amounts of extraneous material.

2.4 PROPOSAL EVALUATION

2.4.1 Evaluation Procedures

Proposals received that conform to the instructions provided in this Section of the RFP will be evaluated by a Selection Committee designated by SacRT. Proposals must comply with the requirements of this RFP to be deemed responsive. The evaluation will be performed using the criteria described in this section and shown on the Proposal Evaluation Form (**Attachment 4**). The evaluation process will result in a rank ordering of firms based upon qualifications and price. Certain Proposers may be required to attend an oral interview as part of the final ranking process, based on a short-listing of firms. If oral interviews are held, the Proposals will be re-scored, using the same evaluation criteria published in this RFP and considering the information that was provided as part of the interviews. Previous clients of each Proposer may be contacted regarding the Proposer's past performance. Responses of previous clients may be considered as part of the proposal evaluation process.

If SacRT receives only one proposal or if because of some disqualifying action only one responsive and responsible proposal remains to be considered, SacRT will determine whether such proposal is fair and reasonable. SacRT may perform cost and price analysis to make such determination. If there is only one responsive Proposer, that Proposer must permit SacRT or its designee to review its cost records at reasonable times to determine whether the proposal is fair and reasonable.

2.4.2 Evaluation Criteria

SacRT's evaluation criteria for responsive Proposals are listed on the Proposal Evaluation Form (**Attachment 4**). Ranking will be based on a maximum of 100 points, using a scoring range of 1 to 10, and weighted as indicated on the Form. The highest ranking for each category will be based on the Proposal material submitted, oral interviews (if applicable), and what is deemed most reasonable, logical, appropriate, insightful and advantageous to SacRT. The firm(s) submitting a responsive Proposal with the highest total weighted score, based on composite scoring of the Selection Committee, and including any applicable SBE/LBE point preference(s), will be determined to be the most qualified.

2.4.3 Negotiations

After evaluation is completed and upon determination of the final scoring, SacRT may commence contract negotiations with all Proposers within the competitive range for the purpose of finalizing a recommendation of contract award to the SacRT Board. Contract negotiations will be limited to Proposer's Price Proposal, contract schedule, any changes to the scope of services related to the price proposal negotiations and, if deemed appropriate by SacRT, negotiations regarding contract exceptions identified in Part 6 of the Proposal.

During the negotiations, the Proposers within the competitive range may be asked to submit a best and final proposal and price (BAFO). If BAFOs are requested from multiple Proposers, all BAFOs will be evaluated based on the same evaluation criteria published in this RFP and considering all information provided to SacRT in the original Proposal, at oral interviews, during negotiations, and in the BAFO and the award will be made to the Proposal most advantageous to SacRT..

SacRT reserves the right to make award based on the original proposal without further negotiations.

2.5 SACRT PROPOSAL POLICIES

2.5.1 RFP as the Basis for Proposals and Contract

This RFP, including any addenda, represents the most definitive statement SacRT will make concerning information upon which Proposals are to be based. Any information, verbal or written, that is not contained in this RFP and addenda thereto will not be considered by SacRT in evaluating the Proposals and will not be binding on SacRT.

2.5.2 Agency Right to Waive Minor Irregularities

SacRT reserves the right to waive minor irregularities in the proposal process or to modify the selection process and timeline as it deems necessary.

2.5.3 Rejection of Proposal

Unauthorized conditions, limitations, or provisions attached to a Proposal may cause its rejection. It is recognized that each Proposer may have unique methods of service delivery. It is not the intention of this RFP to disqualify a Proposer due to variations in service delivery that do not affect quality or performance. Any Proposal offering services equivalent to or better than those requested will receive full consideration for award.

SacRT reserves the right to reject any and all Proposals received, or to negotiate separately with any Proposer in any manner necessary to serve SacRT's best interests.

SacRT may elect not to award a contract and will not be responsible for any cost to any Proposer associated with preparing the information solicited or obtained.

Non-acceptance of any responsive Proposal will not imply that the Proposal is deficient. Non-acceptance of any Proposal will mean that another accepted Proposal was deemed to be more advantageous to SacRT.

All material submitted becomes the property of SacRT and may be returned only at SacRT's option.

2.5.4 Limitation and Award of Contract

SacRT intends to award a Contract to the Proposer offering the proposal most advantageous to SacRT, based on the specified criteria and scoring. This RFP does not commit SacRT to award a Contract. SacRT reserves the right to reject all Proposals. If SacRT rejects all Proposals, the solicitation may be abandoned, readvertised, or performed in any manner authorized under the SacRT Procurement Ordinance or applicable law.

The contents of the successful CONTRACTOR's Proposal will be incorporated into the resulting contract. SacRT's Sample Contract is included as Attachment 2. SacRT reserves the right to rescind the Contract award if the selected CONTRACTOR is unable or unwilling to enter into a contract substantially identical to the Sample Contract, or the Contract as mutually negotiated, within 20 days from the date it is sent to the selected CONTRACTOR for execution.

2.5.5 Debarred Bidders

Proposer, including any of its officers or holders of a controlling interest, must inform SacRT whether or not it is or has been on any debarred bidders' list maintained by the State of California or any federal agency. If Proposer is added to such a list during the performance of this Contract, it must inform SacRT. The FTA Grant Contract Provisions, if applicable, provide more information about federal debarment certification requirements.

2.5.6 Disclosure of Interests and Gratuities

Proposer, including any of its officers or holders of a controlling interest, must inform SacRT whether or not it has any conflict of interest or has provided gratuities to SacRT officers or employees as set out in the Interests and Gratuities Form.

2.5.7 Disclosure of Proposal Information

A. Exclusive Property

Responses to this RFP will be the exclusive property of SacRT and are subject to disclosure under the California Public Records Act.

Those elements of each Proposal that are *trade secrets*, as the term is defined in Civil Code Section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as *TRADE SECRET*, *CONFIDENTIAL*, or *PROPRIETARY* may not be subject to disclosure. This may include private financial information about a Proposer, but does not include the proposed price submitted as part of the Proposal.

B. Disclosure of Records

- (1) Unless a State or Federal law or regulation requires that information or a document is exempt from disclosure to third parties, SacRT does not consent to withhold information, merely because it is accompanied by a routine confidentiality statement.
- (2) As provided by State and Federal laws, regulations, and guidance, SacRT will review information and documents that are the subject of each confidentiality request to determine the extent to which SacRT must withhold the information or those documents.
- (3) Any genuinely confidential or privileged information should be:
 - (a) Marked clearly and specifically as "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," and

- (b) Accompanied by a statement detailing why the information is exempt from public disclosure under State and Federal law. Simply restating the Civil Code definition of a “TRADE SECRET” is not sufficient. The statement must include a factual and legal analysis supporting the Proposer’s conclusion that the specific document marked is exempt from disclosure.

C. Exemption from Disclosure may be deemed Unresponsive

SacRT will take into consideration documents that the Proposer deems exempt from disclosure, which must be marked “TRADE SECRET” or “CONFIDENTIAL” or “PROPRIETARY.”

Proposers that indiscriminately identify all or most of their Proposals as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this competitive procurement.

D. Indemnification of SacRT by Proposer

The Proposer agrees to defend and indemnify SacRT in any action on a Public Records Act request for any of the contents of a Proposal marked *TRADE SECRET, CONFIDENTIAL, or PROPRIETARY*.

Proposer agrees to absorb all costs and expenses, including attorneys’ fees, in any action or liability arising from Proposer’s claim that its documents are exempt from disclosure under the Public Records Act.

E. Public Interest

The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.

Proposers must sign the attached California Public Records Act Acknowledgement form and submit with the proposal.

2.5.8 Use of RFP Ideas

SacRT reserves the right to use any or all of Proposer’s ideas as set forth in its Proposal. Selection or rejection of the Proposal does not affect this right.

2.5.9 Facilities and Resources

Proposer must furnish all equipment, facilities, labor, supervision, and any and all other required materials and services, except as set out in Section III, Contract

Scope, or as otherwise specified in its Proposal. No SacRT resources (personnel, facilities or equipment) will be provided unless agreed upon in writing.

2.5.10 Organizational Conflicts

A CONTRACTOR that has previously participated, as either a prime CONTRACTOR or subcontractor, in any of the following SacRT contracts may be deemed ineligible to participate in this Contract due to the existence of an Organizational Conflict of Interest, as further set out in Special Condition Section 4.3:

NONE FOUND

A Proposer that believes its eligibility for either this Contract or future contracts may be affected by this provision is encouraged to contact SacRT with any questions regarding the applicability of this provision.

2.6 SACRT BID/PROPOSAL PROTEST PROCEDURE

2.6.1 Scope of Protest Procedure

This Article specifies procedures for interested parties to protest the following SacRT staff actions:

- a. A written notice denying a bidder's or proposer's request for a change in a solicitation document.
- b. A written notice to bidder or proposer that it has been deemed not responsible or non-responsive.
- c. A written recommendation to the Board or General Manager/CEO to award a contract to a particular bidder or proposer.

2.6.2 Effect of Protest on Contract Award or Bid Opening

When a protest has been properly filed prior to Contract award, the Board or General Manager/CEO will not award the Contract prior to issuance of a final decision on the protest. When a protest has been properly filed before the opening of proposals or bids, bids will not be opened or evaluated prior to the Board's or General Manager/CEO's decision on the protest.

2.6.3 Release of Protest Information

Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:

- a. The withholding of information is permitted or required by law or regulation; and
- b. The information is designated proprietary by the person submitting the information to SacRT. If the person submitting material to SacRT indicates that the material contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

2.6.4 Maintenance of Protest Records

The General Manager/CEO, or his/her designee, will maintain a written record of each step taken in every protest. The record will list dates of each event and photocopies of all correspondence sent and/or received by SacRT pertaining to the protest. These records will be retained for at least 3 years from the date each protest is resolved.

2.6.5 Inclusion of Protest Procedures in Solicitations

A copy of this Bid/Proposal protest procedure will either be included in every solicitation document issued by SacRT, or be referenced in every solicitation document issued by SacRT with a statement that a copy of this Bid/Proposal Protest Procedure will be provided immediately when requested.

2.6.6 Who May File a Protest

Protests may be filed only by interested parties. Interested parties are defined as actual or prospective bidders or proposers for a SacRT Contract and subcontractors or suppliers at any tier whose direct economic interest would be affected by an award or failure to amend a Contract, a provision of the solicitation documents, or a bid or proposal submitted to SacRT by a prime CONTRACTOR, or by the interpretation of the provisions of such documents. Submission of a bid or sub-bid protest will be deemed a waiver of any protest to any provision of the solicitation documents that is not the subject of the protest, and entitle the bidder/proposer or sub-bidder/sub-CONTRACTOR only to protest any subsequent recommendations/decisions of SacRT staff, the General Manager/CEO, or the Board to disqualify the bidder/proposer, reject its bid/proposal, or award the Contract.

2.6.7 Time for Filing a Protest

Protest to any particular provision of the solicitation document must be received by SacRT no later than 10 working days prior to the date established in the

solicitation document as the deadline for submittal of bids or proposals. Protests of a determination that a bidder or proposer is not responsible or non-responsive must be received by SacRT no later than 10 working days from the date of the letter providing notice of the determination. Protests of a staff recommendation to the General Manager/CEO or the Board pertaining to the award of a contract must be received by SacRT no later than 10 working days from the date of the letter providing notice of the staff recommendation.

2.6.8 Form for Filing a Protest

Protests must be addressed to the Sacramento Regional Transit District General Manager/CEO, 1400 29th Street (Box 2110), Sacramento, CA 95816 (95812-2110). Protests must be in writing and contain a statement of the ground(s) for protest. At least three copies of the protest and supporting documentation must be submitted by the protestor in the time and manner specified in this Article. The General Manager/CEO, or his/her designee, will provide notice, by telephone or by letter, to all bidders or proposers known to SacRT for the procurement that is the subject of the protest. Such notice will state that a protest has been filed with SacRT and identify the name of the protestor. The notice must be given not more than 5 working days after receipt of a properly filed protest. The notice will state that interested parties will receive further information relative to the protest only if they submit a written request to the General Manager/CEO.

2.6.9 SacRT's Preliminary Response to a Protest

All SacRT responses to a protest will be issued in writing. The General Manager/CEO will designate an SacRT staff person who, not more than 10 working days after receipt of a properly-filed protest, will prepare and mail the following information to the protestor and all interested parties requesting such information:

- a. A preliminary staff response to the protest, including a brief explanation of the rationale supporting the response; and
- b. The proposed time, date and place of the meeting at which the protestor and SacRT staff will attempt to resolve the protest, if such a meeting is appropriate in the judgment of the General Manager/CEO.

Within 5 working days after the meeting or, SacRT will provide a further response to the protestor either upholding or modifying the preliminary staff response. Within 5 working days after the further response is mailed or, if no meeting is scheduled, within 10 calendar days after the date SacRT's first response was mailed, the protestor must give the General Manager/CEO written notice that the protest is withdrawn or, alternatively, that the protestor requests further consideration of the protest. If the protestor fails to deliver such notice to the

office of the General Manager/CEO within the specified time, the protest will be deemed withdrawn.

2.6.10 Further Investigation of Protest

If a protest is not withdrawn pursuant to Section 9, the General Manager/CEO or his/her designee will further investigate the protest. The General Manager/CEO may contract for third-party consulting services to investigate a protest, when necessary. The General Manager/CEO may negotiate with the protestor and other interested parties to share the cost of such consulting services. As part of the investigation, the General Manager/CEO or his/her designee will establish reasonable times when SacRT, the protestor, and other interested parties will exchange all documents and arguments relevant to the protest.

Upon written request of the protestor, the General Manager/CEO may forward the protest and SacRT staff response to the Board (if the Board is the awarding authority) for decision without further investigation of the protest by the General Manager/CEO. If the General Manager/CEO elects to proceed without further investigation of the protest, the prior SacRT staff response will be the recommendation of the General Manager/CEO and the General Manager/CEO will proceed as set out in Section 12.

2.6.11 General Manager/CEO's Recommendation or Decision

Following investigation, the General Manager/CEO will distribute to the protestor, and all interested parties requesting such information, either a written decision, if the General Manager is awarding authority, or a written recommendation that the General Manager/CEO will submit to the Board to resolve the protest, if the Board is the awarding authority. The General Manager/CEO's written decision is final. Upon issuance of the General Manager/CEO's decision, any interested party may appeal to a court of competent jurisdiction, if such forum exists, or file a protest directly with FTA if any resulting contract is funded by FTA and the protestor meets the FTA definition of an "interested party." Within 5 working days after the date of the letter transmitting the General Manager/CEO's recommendation on the protest, the protestor must notify the General Manager/CEO in writing either that the protest is withdrawn or that the protestor requests the protest continue to the Board for decision. If the protestor fails to submit such a notice, the protest will be deemed withdrawn and all proceedings will cease.

2.6.12 Submittal of Protest to the Board

If the protest is continued to the Board for resolution, the protestor, and all interested parties requesting such information, will be notified of the date, time and place of the Board's hearing at which the protest will be considered; and the date by which the protestor and other interested parties must submit written

comments with respect to the recommendation. The date established by the General Manager/CEO for submittal of comments by the protestor and other persons will allow a reasonable period for rebuttal and may vary according to the complexity of the particular protest.

A copy of the agenda package sent to Board members prior to a protest hearing will be sent to the protestor and sent or made available to any interested person at least 5 working days before the hearing and will include the General Manager/CEO's recommendation and all written comments received from the protestor and other persons within the submittal period. If the General Manager/CEO has revised his/her recommendation since its distribution, a written description of the new intended decision and the reason(s) for revision will be sent to the protestor and sent or otherwise made available to any interested person.

2.6.13 Board of Directors' Decision

At the Board meeting scheduled for the protest hearing, the Board, in its discretion, may conduct the hearing and/or continue the hearing to a subsequent Board meeting, or hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision including findings of fact.

At the hearing, the Board Chair or hearing officer may announce procedural rules, including those that are reasonably necessary to preclude repetitious or irrelevant testimony. SacRT staff, the protestor, and any interested party as defined in Section 6 may present evidence relating to the protest. If either party arranges for the use of a court reporter to transcribe the hearing, the other party must share the cost of transcribing the hearing if it requests a copy of the transcript.

If an impartial hearing officer conducts the hearing, the General Manager/CEO will provide written notice to the protestor, and all interested parties requesting such information, of the date, time and place of the SacRT Board meeting at which the hearing officer's recommendation will be considered for adoption, and the date that the protestor must provide written comments for submittal to the Board. A copy of the documents pertaining to the protest that are provided to the Board with its meeting agenda will be sent to the protestor at least 5 days before the meeting.

In rendering its decision on the protest, the Board, in its discretion, may adopt the decision recommended by the General Manager/CEO, adopt the written recommendation and findings of fact prepared by a hearing officer, or adopt a separate decision. The protestor and all interested parties will be notified in writing of the final decision of the Board within 30 calendar days from the date of the Board meeting. Failure of the Board to reach a final decision or failure to send the written notification of the Board's decision within the prescribed time

frame are grounds for any interested party to appeal to a court of competent jurisdiction, if such forum exists, or to file the protest directly with FTA for federally-funded projects if the protestor meets the FTA definition of an “interested party.”

2.6.14 FTA Protest Appeal Procedure (for Federally-Funded Procurements Only)

A protestor must file a protest with SacRT in accordance with this Article and the Board must deny that protest or fail to timely render a decision on the protest before a bidder or proposer may seek review by Federal Transit Administration, U.S. Department of Transportation (FTA), unless otherwise permitted under the FTA Third Party Contracting Circular (C.4220.1F, Chapter VII, or any successor thereto), and/or by a court of competent jurisdiction. In addition, the protestor must meet the FTA definition of an “interested party.” All Board decisions, including a decision on a protest, are final and therefore appealable to FTA or a court of competent jurisdiction if such fora exist.

FTA will accept a protest when a protestor asserts that SacRT: (1) does not have a written protest procedure; (2) has failed to follow its written protest procedure; or (3) has failed to review a complaint or protest. In addition, the FTA may accept a protest alleging a substantive violation of federal law or regulations if the FTA determines, in its discretion, that the appeal involves issues important to FTA’s overall public transportation program. The FTA will refer alleged violations of state or local law or regulations to the state or local authority having proper jurisdiction.

The protestor must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within 5 working days of the date when the protestor has received actual or constructive notice of SacRT’s final decision. Likewise, the protestor must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within 5 working days of the date when the protestor has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient’s failure to have or failure to comply with its protest procedures or failure to review the protest.

Requests for FTA review must be filed with FTA Region IX Administrator, and protesters must provide a copy to SacRT.

2.6.15 Waiver of Damages

By submitting a bid/proposal or sub-bid/sub-proposal, each bidder/proposer and sub-bidder/sub-proposer agrees that in the event that it submits any protest to the terms of the solicitation documents or to any subsequent decision of SacRT staff, General Manager/CEO or Board, SacRT retains the discretion to reject all

bids/proposals or to make no decision whatsoever. If the SacRT General Manager/CEO rejects all bids/proposals for any reason, or if the General Manager or Board overrules any protest and awards the Contract, the protesting entity waives all claims, rights and causes of action for loss of anticipated profits from the Contract or any subcontract, regardless of whether SacRT's decision is subsequently invalidated by a court of law. SacRT will be deemed to have relied to its detriment on such waiver in deciding either to reject all bids/proposals or to award the Contract. Any attempted reservation of rights waived herein will be grounds to reject a bid or proposal as non-responsive.

3.0 CONTRACT SCOPE

A. GENERAL PROJECT DESCRIPTION

SacRT is seeking to engage a highly qualified professional lobbying consulting firm (“CONTRACTOR”) based in the Washington D.C. area to effectively represent SacRT’s legislative, regulatory and appropriations interests at the federal level. CONTRACTOR must serve as SacRT’s liaison and advocate in Washington, D.C. and will be expected to identify and analyze federal legislation, policies and regulations regarding federal transportation (transit) initiatives/legislation before Congress, USDOT and related interest groups that may affect SacRT and its interests. CONTRACTOR must provide timely information to SacRT staff and develop strategies for advancing actions at the federal level that are beneficial to SacRT and its programs/projects, including seeking federal funding, and advocating support for SacRT’s light rail and bus system expansion and other projects as assigned. The selected CONTRACTOR will be pivotal in assisting SacRT with advancing the Sacramento region’s transit system development plans. CONTRACTOR will be responsible for assisting SacRT in developing and carrying out strategies to effectively structure and package SacRT’s federal funding requests and closely monitor surface transportation authorization and annual appropriations process, with the goal of maximizing SacRT’s funding, including representing SacRT interests before the United States Congress and Senate, relevant federal agencies and related interest groups.

B. OBLIGATIONS AND RESPONSIBILITIES OF THE CONSULTANT

The objective of this solicitation is to engage a CONTRACTOR, under the direction of SacRT’s General Manager/CEO, the Special Assistant to General Manager/CEO, Senior Community Relations Officer, and with guidance from the Board of Directors to, to perform, at minimum, the following services as further described below: (1) identify, monitor, review and analyze pending federal legislation, policies, regulations, general activities and actions that may impact SacRT’s interests; (2) provide SacRT with effective representation on all federal surface transportation, transit funding, congestion management, clean air initiatives and other relevant policy and federal funding proposals; (3) assist SacRT in developing and carrying out strategies for advancing SacRT’s interests at the federal level that are beneficial to SacRT and its programs; (4) develop and maintain strategic relationships to maintain knowledge of the technical and changing political dynamics/aspects of federal transportation/transit funding; and (5) represent SacRT’s interests at through the tasks and activities described below.

1. General

CONTRACTOR must:

- a) Maintain high level of advocacy resources before Congress and federal agencies.

- b) Assist SacRT with technical issues related, but not limited, to the federal formulas included in current and future surface transportation legislation including, New Starts, Small Starts, rail modernization and Congestion Mitigation Air Quality programs; and
- c) Assist SacRT with coordination and dialog with FTA, related to submittals to and approvals of required documents for projects, that include but are not limited to Environmental Studies, Finding of No Significant Impact (FONSI)/Record of Decision, Capital Investment Grant templates/applications, other environmental documents under the National Environmental Policy Act, Full Funding Grant Agreements, project/agency reviews, financial capacity, technical capacity and capability;
- d) Undertake additional advocacy/special project assignments that are mutually-agreed upon by both parties to accomplish SacRT priority projects/advocacy objectives;
- e) Represent and advocate on behalf of SacRT, its projects, positions and policies in its communications with all relevant federal agencies, including but not limited to Congress, USDOT, Federal Transit Administration (FTA), and other related interest groups as necessary;
- f) Identify federal legislation and proposed regulatory changes that may impact SacRT and keep local federal delegation aware of the potential effect of specific legislation and regulations relative to SacRT's interests;
- g) Monitor and provide regular reports, both orally and in writing, on current legislation, the federal budget process, or any congressional events that may directly or indirectly impact SacRT;
- h) Assist in the development of a specific communications plan and strategy that helps to keep the Sacramento region's congressional delegation and other key federal elected officials, policymakers, and staff regularly updated on SacRT's plans, progress, and needs;
- i) Work closely with designated SacRT staff to assist in developing SacRT's legislative priorities;
- j) Work with SacRT to draft proposed legislation to advance its legislative/regulatory efforts when appropriate; and
- k) Serve as conduit of information for SacRT to and from the Sacramento region's congressional delegation, other members of Congress, congressional committees, congressional staff, and federal agencies.

2. Facilitate Communication

CONTRACTOR must:

- a) Assist SacRT in developing and maintaining extensive and bipartisan relationships with members of the California congressional delegation and other key figures in the House of Representatives and Senate and in the executive branch, specifically in the USDOT, in order to facilitate regular communication with and about SacRT This includes developing a target list of key influencers in target offices to proactively develop and maintain relationships with SacRT;
- b) As necessary, meet and communicate directly with the elected representatives of the House of Representatives, the Senate, congressional committees and their respective staff members, as well as with staff members of the various agencies within the USDOT, and other federal agencies that may be responsible for or influence transportation/transit-related programs, regarding current and future federal transportation policies, regulations, grant opportunities and issues of interest or concern to SacRT; and
- c) Solicit input from California's federal representatives on issues of concern to SacRT and regularly report such input; and
- d) Provide recommendations for when direct engagement would be effective and assist with technical, political, logistical support and arrange meetings for SacRT representatives to meet with appropriate federal legislators and officials to provide briefings on issues of interest or concern to SacRT and assist in developing briefing materials as applicable; and

3. Monitor and Evaluate

CONTRACTOR must:

- a) Develop and implement an information strategy and protocol for SacRT;
- b) Identify, evaluate and summarize the potential impact of proposed or contemplated federal legislation, policies and regulations to determine if such may be beneficial or adverse to SacRT and its interests;
- c) Identify opportunities to increase funding for SacRT priority projects and operations;
- d) Monitor and report on relevant federal transportation/transit issues, including the status of appropriations, reauthorization measures, regulatory activities, Congressional hearings, and provide timely legislative analysis on how measures and hearings may affect SacRT's interests;

- e) Provide professional counsel on and analysis of federal transportation/transit legislation, policies, regulations, and other activities that impact SacRT;
- f) Provide SacRT's General Manager/CEO, the Special Assistant to the GM/CEO, and Senior Community Relations Officer with recommendations to consider with regard to the adoption of formal positions on federal legislation, policies or regulations that impact SacRT and work with SacRT staff in implementing a course of action to communicate SacRT's position to benefit its determined interests;
- g) Draft and communicate SacRT's position on key House of Representatives and Senate actions to Members of Congress and staff, as well as committees and federal agencies (as appropriate) through discussions with congressional delegation, appropriate policy and fiscal committee consultants, federal agency representatives and direct lobbying of legislators as necessary and provide technical, political and logistical support necessary for SacRT to testify or appear in legislative, executive or regulatory forums as appropriate;
- h) Work to amend proposed legislative or regulatory language in order to address SacRT's concerns; and
- i) Identify and notify SacRT of federal grant opportunities noticed in the Federal Register and other Federal sources; and

4. Initiate and Advocate

CONTRACTOR must:

- a) Represent SacRT in legislative and regulatory matters of interest, including direct contact with congressional members and staff, administration officials, regulatory agencies, transportation/transit industry associations, including the American Public Transportation Association (APTA), the California Transit Association (CTA) and others;
- b) Advise SacRT on opportunities to pursue SacRT objectives through Congressional actions and various federal agencies;
- c) Work to advance SacRT's policy, funding, and regulatory objectives in Washington, D.C. and work to develop bi-partisan support for priorities, where possible;
- d) Develop and propose strategies for influencing proposed or contemplated legislation or regulation;

- e) Be proactive in assisting SacRT to oppose federal legislation, regulations, guidelines, directives and other administrative policies, both proposed and adopted or statutes that may have a negative impact on SacRT's current/future transit funding;
- f) Provide assistance in preparing briefing information, notes, testimony, letters, or legislation, as needed, to advance SacRT's interests before Congress;
- g) Assist SacRT in the preparation, submittal and tracking of Congressional Authorization and Appropriation requests as necessary;
- h) Pursue efforts and assist SacRT in the process of securing approval of appropriate federal funds for SacRT transit projects and operations;
- i) Assist/guide SacRT, when required, through Capital Investment Grants program funding processes and in negotiating/executing full funding grant agreements with appropriate federal agencies;
- j) Participate in project team meetings via teleconference or in person as necessary to be kept abreast of current issues that may require federal advocacy;
- k) For discretionary grant programs such as the Better Utilizing Investments to Leverage Development, or BUILD or other federal grant programs, advocate for grant requests submitted by SacRT to the U.S. Department of Transportation and/or other federal entities as appropriate including assisting SacRT in securing congressional support for grant requests; and
- l) Maintain a level of awareness and knowledge of SacRT programs, activities and policies necessary to conduct all of the above.

5. Report and Respond

CONTRACTOR must:

- a) Respond to SacRT's requests for information regarding legislation, regulations, or policies; and
- b) Provide timely information and a brief written update summarizing transit-related issues and key activities/actions and events that occurred and/or will be occurring for inclusion in the General Manager/CEO's executive summaries and GM reports to the SacRT Board of Directors; and
- c) Prepare and submit quarterly reports describing efforts undertaken on behalf of SacRT, items/actions/proposed actions of interest to SacRT and a

- forecast of transit/transportation policy, funding and regulatory activity likely to occur in the foreseeable future; and
- d) Have close communication with designated SacRT staff and participate in a monthly conference call to provide updates on activities, pending legislation, and all budget related matters and submission of an accompanying written report, including pending action items; and
 - e) Provide other written status reports to SacRT on key federal transportation/transit issues and legislation, as appropriate; and
 - f) Assist in drafting and reviewing written materials designed to advance SacRT's interests; and
 - g) Meet with SacRT's General Manager/CEO in Sacramento, California at least twice a year to work in conjunction with staff to develop federal advocacy strategies to support SacRT's priorities, federal funding objectives and FTA New Starts and Small Starts projects; CONTRACTOR will make additional on-site visits to SacRT when appropriate; and
 - h) Appear before SacRT's Board of Directors on an annual basis, or more frequently as needed, to provide an overview and summary of current and future activities; and
 - i) Conduct and direct activities necessary to carry out SacRT's federal advocacy goals with regard to the passage, defeat or amendment of proposed legislation and expansion of advocacy efforts to continually educate the Sacramento region's congressional delegation regarding issues that affect and/or are of concern to SacRT.

C. ENGAGEMENT AND REPORTING RESPONSIBILITY

CONTRACTOR must report to SacRT's General Manager/CEO for overall strategic direction. For day-to-day coordination, CONTRACTOR must report to and coordinate work through SacRT's Special Assistant to General Manager/CEO and Senior Community Relations Officer. CONTRACTOR must furnish thorough reports at least once a month. CONTRACTOR must provide complete, professional, high-quality services and deliverables, to consult and maintain active communications with appropriate SacRT staff and other designated personnel and provide advice and assistance in accomplishing the work. CONTRACTOR must provide CONTRACTOR must provide support to SacRT representatives during their visits to Washington, DC to advance SacRT's policy interests in pursuing greater federal resources to match local funds. CONTRACTOR must identify issues for consideration for planned trips for SacRT's General Manager/CEO and/or his/her designee and staff to Washington, D.C. CONTRACTOR must provide a specific plan and list of federal legislators or their staffs,

and with key staff of federal agencies for SacRT representatives to visit while in Washington, D.C.

MINIMUM TASKS TO BE PERFORMED

The following is a non-exhaustive list of the Tasks CONTRACTOR must complete to comply with the obligations set out in Section B above:

1. Attend an initial meeting with SacRT to discuss the transit lobbying and consulting services and advocacy approach.
2. Work with SacRT to develop a set of specific goals for federal advocacy services.
3. Implement and provide transit lobbying and consulting services to meet the established goals.
4. Draft a legislative platform and determine appropriate positions on relevant legislation and recommend proactive legislative action, as appropriate.
5. Provide routine legislative updates on issues pertinent to transit and SacRT's operations.
6. Make occasional presentations to the SacRT Board of Directors and upon request by the General Manager/CEO to summarize activities and accomplishments made throughout the year on behalf of SacRT including offering ideas for further consideration.
7. With the goal of maximizing the federal funding potential of SacRT's state of good repair and capital expansion program, review and evaluate the platform of transit projects for federal funding developed by SacRT and advise on the compatibility of those projects with federal budgeting opportunities and programs.
8. Review and evaluate SacRT transit projects and advise on the compatibility of those projects with federal budgeting opportunities and programs.
9. Coordinate meetings with FTA officials as necessary to advocate or discuss the advancement of projects proposed to receive federal funding.
10. Advise SacRT of new relevant federal funding programs and opportunities as they become identified.
11. Provide SacRT's General Manager/CEO with a specific action plan for schedule of visits to be made with key officials, members of the Administration, federal legislators, their staffs, and with key staff of federal transportation funding agencies.

12. Conduct transit lobbying and consulting services and provide monthly written reports to SacRT's General Manager/CEO on its efforts, results, with specific proactive recommendations and strategic counsel outlining the development, coordination and strategy to advance SacRT's interests.
13. File all applicable reporting and disclosure requirements and assist with the filing of lobbying disclosure forms, as necessary.

D. LEGAL COMPLIANCE

CONTRACTOR must comply with all applicable federal laws and regulations regarding the conduct of lobbying activities on behalf of a governmental agency and FTA grant recipient, including but not limited to maintaining registered lobbyist status and fulfilling all applicable reporting and disclosure requirements.

4.0 SPECIAL CONDITIONS

4.1 Insurance Requirements

The successful Proposer will be expected to comply with the insurance requirements set forth in Attachment 1.

4.2 Small and Local Business Enterprise (SBE/LBE) Requirements

It is SacRT's policy that Small Business Enterprises ("SBEs") (defined as a business that has been certified as a small business by the California Department of General Services or any other public agency that certifies small businesses under applicable laws), and Local Businesses ("LBEs") (defined as a business that maintains its Principal Place of Business within the geographical boundaries of Sacramento, El Dorado, Placer, Sutter, Yolo or Yuba counties, and be an established business entity conducting business operations for at least 6 consecutive months prior to the due date of the bid or proposal) will have the maximum opportunity to participate in the performance of this Contract.

To further that policy, SacRT will provide a 10% point preference to Proposers meeting the SBE participation goal and a 10% point preference to Proposers meeting the Local Business participation goal set for this Contract. Proposers eligible for both preferences will receive a 20% point preference. See Attachment 5 Small and Local Business Enterprise (SBE/LBE) Requirements for additional information.

4.3 Organizational Conflicts

CONTRACTOR, including its subcontractors, is not eligible to submit a proposal, bid, or sub-bid as either a prime or subcontractor for any contract subsequently offered by SacRT if award of the later contract would result in a real or apparent conflict of interest due to the potential for bias or unfair competitive advantage. If CONTRACTOR or its subcontractors submits a proposal in violation of this provision for any contract subsequently offered by SacRT, SacRT may disqualify CONTRACTOR or the subcontractor. A real or apparent conflict of interest may exist if:

1. The quality and objectivity of the work under this Contract might be negatively affected by CONTRACTOR's or its subcontractor's interest in the later contract;
2. The quality and objectivity of the work under the later contract might be negatively affected by CONTRACTOR's or its subcontractor's interest in this Contract; or
3. Work under this Contract would give CONTRACTOR or its subcontractor an unfair competitive advantage over other proposers, bidders, or sub-bidders for the later contract.

This prohibition extends to all affiliates of the successful CONTRACTOR and its subcontractors. Affiliate means a corporation or other organization that is related to another corporation or organization by shareholdings or other means of control, including a subsidiary, parent, or sibling corporation/organization.

The existence of a real or apparent conflict of interest will be determined on a case-by-case basis, taking into account all relevant facts to determine whether (a) there is a real conflict of interest or (b) a reasonable person would believe there appears to be a conflict. The following are examples of situations that would likely result in a prohibited conflict of interest:

- Bidding or proposing for a project if the CONTRACTOR helped develop or draft the specifications, requirements, statements of work, invitations for bids and/or requests for proposals.

CONTRACTOR is required to inform prospective subcontractors that the subcontractors also could be subject to the restrictions in future contracting.

The obligations set out in this Section will survive the termination of this Contract.

4.4 Option Years

SacRT intends to award a 2-year Contract with an SacRT option to renew for two additional 1-year periods. To exercise its option for either the third year or both the third and fourth years, SacRT must provide written notice to CONTRACTOR of its intent to exercise the option, no later than 60 calendar days prior to the end of the initial two-year Contract term, subject to ultimate approval by the SacRT Board of Directors. If SacRT has exercised its option for only a third Contract year, SacRT may exercise its option for a fourth year by providing written notice of its intent to exercise the option to CONTRACTOR no later than 60 calendar days prior to the end of the third year, subject to ultimate approval by the SacRT Board of Directors. Upon the exercise of an option by SacRT, SacRT and CONTRACTOR will execute an amendment to extend the term of the Contract and increase the total consideration.