

WATER EMERGENCY TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS (RFP #18-001)

Vessel Construction Management Services

The San Francisco Bay Area Water Emergency Transportation Authority (“WETA”) is seeking proposals from qualified firms in response to this Request for Proposals (“RFP”) for Vessel Construction Management Services (the “Project”).

A. BACKGROUND

The San Francisco Bay Area Water Emergency Transportation Authority, a local agency with multi-county jurisdiction, was established by the California State Legislature to expand regional ferry service and coordinate waterborne emergency response activities on San Francisco Bay. WETA’s comprehensive plan to establish ferry service on seven new routes was approved by the Legislature in 2003 (the “Plan”). WETA has also assumed operation of existing ferry services in the Bay Area (with the exception of those that are operated by the Golden Gate Bridge Highway and Transportation District), as directed by the Legislature through SB 976 and SB 1093. The Plan was prepared with input from existing private operators, public transit providers, governmental agencies, environmental groups, business organizations and local representatives. WETA’s goal is to design, build and operate a seamless transit system that responds to the region’s congestion management needs, serves in an emergency response capacity, develops innovative environmental solutions for ferry vessels, contributes to economic viability, and improves quality of life.

The Authority owns and utilizes a fleet of 13 vessels. Five vessels are currently under construction and anticipated for delivery in 2018 and 2019 and two exiting vessels are scheduled for retirement at the end of 2018. The current fleet make-up effectively consists of two sub-fleets including four high speed 34-knot vessels operated in the North Bay Vallejo service and nine medium speed 25-knot vessels that are operated in the central bay Alameda/Oakland, Harbor Bay and South San Francisco services.

WETA is seeking construction management support services for an aluminum passenger vessel built under 46 CFR Subchapter “K” ferry vessels. The expected vessel capacity is 250 passengers with a service speed of 34 knots. WETA intends to retain the services of an experienced marine engineering and construction management firm to support development and management of this work. The work required is varied and includes such items as preparing and reviewing technical designs and drawings, developing procurement specifications, managing procurement processes and providing onsite shipyard construction inspection and oversight. The passenger vessel project and estimated schedule requiring marine engineering and construction management support to be procured under this RFP include:

- New Vessel Construction procurement. March 2018 – June 2018
- Construction. July 2018 – July 2019
- Warranty Period. August 2019 – August 2021

B. PROPOSAL TIMELINE

Listed below is the anticipated schedule that outlines pertinent dates of which Proposers should be aware. All dates are subject to revision at WETA's discretion:

January 17, 2018 @ 2:00 PM	Pre Proposal Conference
January 24, 2018 @ 4:00 PM	Written requests for clarifications are due
January 30, 2018 @ 4:00PM	Response to requests for clarifications
February 22, 2018 @ 2:00 PM	Proposals due

C. SCOPE OF SERVICES

This RFP will solicit proposals from qualified firms to assist with vessel design and specifications preparation, vessel construction management oversight, and warranty administration once the vessel is put into service.

The Selected Consultant will provide WETA with dedicated services of an individual or firm with the resources, training, prior experience and knowledge, skills, and expertise to effectively perform and complete the scope of Services for this Project.

The estimated capital budget for this project is \$14,000,000 and WETA traditionally allocates approximately 3-6% of the budget to CM services that are the subject to this RFP. The scope of work for vessel construction will likely include at a minimum the following project elements, as tasked by WETA:

Pre-Bid Services

- Review current regulations
- Prepare an independent cost estimate for the project
- Develop Scope of Work
- Prepare Technical Specifications
- Attend meetings
- Respond to questions from bidders
- Review of Technical proposals, bids, bid bonds and related contract bid proposal submittals
- Manage construction contract bidding phase and management of pre-bid conference and bid opening procedures including review of bids, bid bonds, insurance certificates, and related contract bid proposal submittals.
- Assist the Authority in selecting a bidder, preparing a recommendation for contract award, and executing a construction contract with the successful bidder.

Construction Phase Services

Perform all necessary administration functions as required by the Authority, including, but not limited to the following:

- Perform on-site shipyard inspections, monitor contractor's performance and enforce all requirements of applicable regulations and specifications
- Review all shipyard submittals including purchase orders, engineering analyses and calculations, and all drawings
- Provide inspectors for day-to-day observation/inspection of work. The inspectors shall make reasonable efforts to guard against defects and deficiencies in the work of the Contractor and to enforce that provisions of the contract documents are being met, including compliance with approved drawings and USCG regulations
- Prepare inspection reports documenting observed contractor activities
- Attend all progress meetings, weekly or as deemed necessary, between contractors, the Authority, and other interested parties. Prepare and distribute minutes of all meetings
- Take photographs of field conditions during construction and post-construction phases
- Review contractor progress payment requests including measurements of bid items. Negotiate differences over the amount with contractor and progress payments through the Authority Project Manager
- Monitor project budget, purchases, and payments
- Prepare monthly progress reports documenting the progress of construction describing key issues, cost status, and schedule status
- Establish and process project control documents, including:
 - * Inspection diaries
 - * Weekly progress reports
 - * Monthly construction payments
 - * Requests for Information (RFI)
 - * Material certifications
 - * Contract Change Orders
 - * Coast guard approvals
- Evaluate, negotiate, recommend, and prepare change orders. Perform quantity and cost analysis as required for negotiation of change orders
- Act as construction project coordinator and point of contact for all communications with Contractor
- Quality Assurance/Quality Control (QA/QC) – Verify QA/QC procedures are being followed
- Witness dock trials and sea trials
- Provide all required coordination with the Authority's Operator

Post-Construction Services

- Perform Post-Construction Phase activities, including:
 - * Prepare initial deficiency/warranty lists
 - * Coordinate preparation of record drawings (as-built drawings)
 - * Provide final inspection services and project closeout activities
 - * Provide coordination with the Authority's Operator to schedule, establish and complete crew training.
 - * Provide the efforts required to carry out warranty period repairs
 - * Provide the coordination required to close out warranty repairs with the contractor

D. SAMPLE AGREEMENT/TASK ORDERS

The Selected Consultant will be required to execute an Agreement, a sample of which is attached as Attachment A. If a Proposer desires any modifications to the Agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification. All Services will be performed on a task order basis. In general, the first item of work will be a scoping task, which will identify the critical steps necessary and how the Services will be coordinated. Budgets for each task order will be negotiated based on the rates identified in the Agreement.

E. RFP CONTENT: EXAMINATION OF DOCUMENTS

This RFP sets forth the requirements for the preparation, submission and contents of proposals submitted to WETA. Further, this RFP describes the process and factors under which each proposal will be evaluated and the Selected Consultant identified.

This RFP includes the following documents:

- (1) Request for Proposals
- (2) Attachment A: Form of Agreement

Proposers are solely responsible for examining, with appropriate care and diligence, all of these documents and fully informing themselves of all relevant aspects of the Services. By submitting a response to this RFP, Proposers represent that they have examined this RFP and are familiar with the scope of Services.

F. PRE PROPOSAL CONFERENCE

WETA will conduct a Pre-Proposal conference. Attendance is mandatory. The Pre-Proposal conference will take place **on January 17, 2018 at 2:00 p.m. Pier 9 Suite 111, The Embarcadero, San Francisco, CA 94111**

The purpose of the pre-proposal conference will be to answer questions about the RFP. All statements and interpretations provided by WETA representatives at the Pre-Proposal conference are non-binding on WETA unless contained in a subsequent written addendum.

G. REQUEST FOR CLARIFICATION OF RFP

A request for clarification regarding the meaning or interpretation of this RFP or the Scope of Services may be requested in written form by contacting Tim Hanners Project Manager, at hanners@watertransit.org. All requests must be submitted by the date and time set forth in Section B.

WETA specifically requests that any questions concerning this RFP be directed only to Tim Hanners, Project Manager.

Should WETA determine that clarification of a possibly ambiguous or incomplete statement contained in the RFP is in order, WETA will issue a written addendum clarifying the matter, which will be posted on WETA's website (www.watertransit.org). Each Proposer has an on-going responsibility to check WETA's website for addenda. WETA has no obligation to provide any other notice of addenda being issued. Addenda issued for this RFP, if any, must be expressly acknowledged in Proposer's cover letter.

H. PROPOSAL DUE DATE: SUBMISSION OF PROPOSALS

All proposals should be submitted to:

Tim Hanners, Project Manager
San Francisco Bay Area Water Emergency Transportation Authority
Pier 9, Suite 111, The Embarcadero
San Francisco, CA, 94111

Two (2) hard copies and one (1) digital copy on USB drive of Proposals must be received at the above address **no later than 2:00 P.M. on February 22, 2018**. Proposals received after the date and time specified above will be considered late and will not be accepted.

Proposals in response to this RFP should be submitted in a sealed envelope labeled Vessel Construction Management Services RFP #18-001 and include the name of the Proposer. Cost proposal information must be submitted in a separate sealed envelope labeled COST PROPOSAL, Vessel Construction Management Services RFP #18-001, and include the name of the Proposer.

I. PROPOSAL CONTENTS AND FORMAT

Each proposal submitted in response to this RFP must respond fully to the requirements of this RFP and include the following elements in the sequence listed below. It is expected that proposals submitted to WETA be of professional caliber in context and appearance; however, expensive binders are neither required nor desired. All descriptions and materials should be clear, concise, and provide sufficient information to minimize questions and assumptions. Proposals should be limited to 25 pages, excluding cover letter, table of contents, resumes, assurances and miscellaneous section, and the cost proposal.

1. Cover Letter. The signed cover letter must be on company letterhead clearly stating the firm name of the Proposer, business address, telephone, and e-mail address. The cover letter must include the following information:

- Introduce the firm and summarize its qualifications.
- Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- A statement that binds the Proposer to the proposed Scope of Services and cost proposal for ninety (90) calendar days.
- Include an express acknowledgement of the receipt of a complete set of RFP documents and all Addenda issued for this RFP, if any.
- Confirm acceptance of or indicate exceptions to the Agreement. This confirmation must include an explicit acknowledgement that Consultant will meet all insurance requirements in the Agreement.

- Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. See Section Q. Disclose any such conflicts in a separate document as per Section 2.d.
- Indicate whether there are any required disclosures pursuant to the Levine Act. See Section N. Include any such disclosure in a separate document as per Section 2.d.

2. Content. Proposals must contain the following five sections:

- Understanding of Project Objectives
- Technical and Management Approach
- Capabilities and Experience
- Assurances and Miscellaneous (not included in 25-page limit)
- Cost (not included in 25-page limit and submitted separately in a sealed envelope)

a. Understanding of Project Objectives. In this section, Proposers must provide the following information:

- A discussion demonstrating the Proposer's understanding of the services to be provided and their significance to WETA's day-to-day activities.
- Identification of additional tasks, if any, not identified in Section 2.b. that may be required to successfully meet the objectives of services requested in this RFP.

b. Technical and Management Approach. In this section, Proposers must describe their approach to the delivery of services included in Section 2.a., above. This section must (1) reflect the Proposer's knowledge of small passenger vessel procurement/construction, from plan and engineering design review, construction, inspection and project commissioning, (2) include a discussion on potential impacts to cost, scope, and schedule based on lessons learned, including any recommendations the consultant proposes to lower and/or control costs given the proposed scope of the project and (3) the Proposer's approach to working with WETA staff. Proposers must provide the names and positions of all staff proposed. An organization chart should be included that clearly establishes principal team member firms and sub-consultants. Also identify any specialty sub-consultants that would not necessarily be part of the core team, but would be available on an as-needed basis for specialty support. Proposers responding to this RFP are expected to be familiar with all aspects of project management.

The proposal should also designate who will be the Principal-in-Charge, Construction Manager, and other key construction personnel in charge of the scope of services, and who will be WETA's contact throughout the contract duration. Proposals must discuss workload for all key team members, indicating their expected availability, the percentage of their time that will be devoted to WETA's contract and any other assurances as to their ability to provide the requested services in a responsive and timely manner.

c. Capabilities and Experience. In this section, Proposers must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those

being sought by WETA, particularly for Construction Manager and other key project staff members assigned to the project.

This section must include the following information:

- Names of Project Manager/Construction Manager and other key team members;
- Resumes of all technical personnel to be assigned to work within this Scope of Services (resumes will not count toward the 25-page limitation);
- Statement of Proposer's background and experience related to activities and services being sought through this RFP;
- Brief description of similar ferryboat procurement/construction projects for which the Proposer has provided services during the past seven (7) years, including the following information:
 - Client, including reference contact information
 - Project description and location
 - Description of services
 - Total value of services provided
 - Key personnel involved

d. Assurance and Miscellaneous Items. Response to this section will not count toward the 25-page limit. In this section, the proposal must provide the following information:

i. Levine Act Disclosure. If required, disclose any Levine Act-related information, as described in Section N of this RFP, below.

ii. Conflict of Interest Disclosure. Disclose any conflict of interest, as more fully described in Section Q of this RFP, below.

iii. References. Proposers must provide at least three references (names, current email addresses and telephone numbers). The references should cover work performed by the Construction Manager and other key project staff members. Additionally, references should be for work recently performed and similar in nature to the services sought in this RFP. The references must include a brief description of the projects involved, and the roles of the respective team members in successfully completing the project.

iv. Agreement. If a Proposer desires any modifications to the Agreement (See Attachment A), they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification.

v. Financial Stability. Provide pertinent information to allow the WETA to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial

statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.

e. Cost. Response to this section will not count toward the 25-page limit and must be submitted separately in a sealed envelope. WETA intends to compensate the Selected Consultant based upon labor hours and expenses incurred. Proposers are to propose fully burdened labor rates for all job categories by position. Expenses for travel and reasonable other expenses will be reimbursed at cost and upon submission of expenses. In the Cost Proposal, proposers should indicate the estimated categories and costs of expenses to be incurred in providing the Services. Hourly rates must remain firm for at least one calendar year. Proposers must either indicate the hourly rates that will apply for each calendar year of the Agreement, or indicate an escalation formula that will apply to such hourly rates.

J. WITHDRAWAL OF PROPOSAL

Submission of a Proposal shall constitute a firm offer to WETA for ninety (90) calendar days from the submission deadline for Proposals.

A Proposer may withdraw its Proposal any time before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to WETA. A telephone or email request is not acceptable.

K. PROPOSAL EVALUATION PROCESS

1. WETA Evaluation Committee. WETA will establish an evaluation committee appointed by the Executive Director with responsibility for (1) reviewing all proposals and (2) conducting the evaluation and interviews, if any, described in this RFP. WETA reserves the right to reject or accept any and all proposals, to waive any minor irregularities in proposals or procedures, and to request additional information from Proposers at any stage of the evaluation.

2. Evaluation Criteria. WETA intends to award a contract to the most qualified, responsible firm submitting a responsive Proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, WETA will consider the Proposal material submitted, oral interviews (if applicable), additional information requested by WETA, client references and any other relevant information about a given Proposer. The following criteria will be used by the WETA's Evaluation Committee in the evaluation of the Proposals:

Proposals will be evaluated on each Proposer's overall qualifications to perform the services and work described in this RFP, including the firm's understanding and response to the tasks in Section C. In addition, WETA will also consider the qualifications and experience of the proposed personnel. The proposals will be evaluated using the following criteria:

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|----|--|-----|
| 1. | Proposer Information and Understanding of Project Objectives | 10% |
| 2. | Technical and Management Approach | 25% |
| 3. | Capabilities and Experience of Proposed Staff | 60% |
| 4. | Organization of the Team | 5% |

Total 100%

3. Interviews. WETA's evaluation committee may require that some or all Proposers attend an interview (may be in person or conducted via telephone per WETA's request) in order to seek clarification regarding the various proposals. WETA also reserves the right to require any such clarifications in writing.

4. Negotiations. Upon completion of the evaluation process, WETA will rank each firm in accordance with the evaluation criteria above. After the Consultant ranking has been determined by WETA, WETA will open the cost proposal from the top-ranked firm only. WETA may accept the highest-ranked Proposal or negotiate the terms and conditions of the Agreement with the highest-ranked firm. If negotiations are unsuccessful, WETA will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, WETA may repeat the negotiations process with the next-highest-ranked firms, or, at its sole discretion, WETA may reject all remaining Proposals.

5. Notice of Intent to Award. If the Contract is to be awarded, Proposers will be notified of WETA's intent to award the Contract at least 72 hours before the WETA Board acts to award the Contract.

L. CONTRACT AWARD AND EXECUTION

WETA reserves the right to not award any contract as a result of this procurement and may terminate the procurement and commence a new procurement for part or all of the Services at any time. Formal contract award will only occur as and when, if at all, the WETA Board takes such action. WETA will not reimburse any firm for costs incurred as a result of preparing or submitting a proposal, including negotiating with WETA on any matter related to this RFP.

If the WETA Board acts to award the Agreement, the selected Proposer must execute and deliver execution copies of the Agreement within ten (10) working days of receipt, together with all required documents, including but not limited to, the insurance certificates. If the Proposer is an individual, the Agreement must be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the Agreement be executed by all of the partners, but it may be executed by one (1) of them. If the Proposer is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to WETA is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If the Proposer is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other authorized individuals. If the Proposer is an LLC, the Agreement must be executed by an officer or member who is authorized to bind the LLC.

M. PROTEST PROCEDURES

Chapter 5, Article XII, of WETA's Administrative Code provides that specific protest procedures set forth in an RFP prevail over those that may be included in WETA's Administrative Code. The following procedures therefore apply.

All Protests should be submitted to WETA's Executive Director.

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure which are apparent or reasonably should have been discovered prior to the Proposal due date, must be filed in writing at least five (5) calendar days prior to the Proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based and the relief sought. Protesters must first have availed themselves of the procedures for requesting modifications or clarifications of the RFP prior to submitting any protest.

Protests based upon WETA's notification of intent to award the Contract must be submitted in writing within forty-eight (48) hours of receipt of notice intent to award. The protest must clearly specify in writing the grounds and evidence on which the protest is based and the relief sought.

Protests that are received outside of the above time period will be rejected. For timely protests based upon restrictive requirements or alleged improprieties in the RFP procedures, the Executive Director will respond with a written determination prior to the Proposal due date. If the Executive Director's determination could affect proposal submission, an appropriate extension of the proposal due date may be granted. The decision of the Executive Director is final.

For timely protests based upon the notice of intent to award, the Executive Director will make efforts to notify other Proposers of the protest. The Executive Director will refer the matter to the Board with a recommendation regarding the protest. The Board will afford the protestor an opportunity to address the full Board. After consideration of the protestor's evidence, the Executive Director's recommendation, and any other relevant information, the Board may determine whether to reject or allow the protest. Upon Board action, a written statement of its reasons will be included in the record. The decision by the Board is final.

No protests will be considered after contract award, except for compelling reasons whereby the lateness is due to WETA's untimely handling of the protest submission. In no event will WETA consider protests filed after contract award due to the neglect of the protestor. Failure to comply with the time periods for filing protests as set forth in this section will be a basis for rejection of the protest.

N. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the San Francisco Bay Area Water Emergency Transportation Authority. The Levine Act prohibits any Authority Member who has received \$250.00 or more within the previous twelve months from an applicant from participating in or influencing the decision on awarding a contract with WETA. The Levine Act also requires a member of WETA who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Authority Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before WETA or for three months following the date a final decision concerning the contract has been made.

Applicants must disclose on the record any contribution of \$250.00 or more that they have made to an Authority Member within the twelve-month period preceding submission of their response to this RFP. This duty applies to your company, any member of your team, any agents for you or other

team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must provide written notice of the date, amount, and receipt of the contribution(s) in writing to WETA's Executive Director. This information, if any, must accompany your response to this RFP.

O. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the Proposal, as well as any other written communication between WETA and the Proposer may be a public record that must be made available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that WETA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. Additionally, Proposer may not designate Proposal Forms and its Cost Proposal as confidential.

If the Proposer requests that WETA withhold from disclosure information identified as confidential, and WETA complies with the Proposer's request, the Proposer must assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless WETA from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of the Proposer information. The Proposer may not make a claim, sue or maintain any legal action against WETA or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that WETA withhold from disclosure information identified as confidential, WETA will have no obligation to withhold the information from disclosure and may release the information sought without liability to WETA.

P. EX PARTE COMMUNICATION

Proposers and Proposers' representatives may not communicate orally with an officer, director, employee, or agent of WETA, outside the procedures set forth in this RFP, until after a Notice to Proceed has been issued by WETA. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of WETA during a public meeting. Any written communication regarding the RFP between a Proposer (or the Proposer's representative) and WETA's Executive Director, Board Member, officer, employee or consultant, regardless of who initiates the communication, other than as part of the procurement process set forth in this RFP, before WETA issues a Notice to Proceed, will be available for disclosure to the general public.

Q. CONFLICT OF INTEREST

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of WETA is in any manner interested directly or indirectly in the Proposal or in the Agreement which may be made under it or in any expected profits to arise there from, as set forth

in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq. or Sections 87100 et seq. during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under WETA's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by WETA upon receipt. No person previously in the position of director, officer, employee or agent of WETA may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before WETA, or any officer or employee of WETA, for a period of twelve (12) months after leaving office or employment with WETA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

The Proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the Proposer must disclose all known organizational conflicts of interest. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to WETA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

See Agreement for additional conflict of interest provisions that will be in effect during the contract term.

R. NON-COLLUSION

By submitting a proposal in response to this RFP, each Proposer certifies that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not, directly or indirectly, induced or solicited any other person to submit a sham proposal or any other person to refrain from responding to this RFP; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response to this RFP.

END OF REQUEST-