



**Request for Qualifications (RFQ) for
Legislative Advocacy**

Bob Lanter, Executive Director

DATE ISSUED: Monday, October 16, 2017

Deadline for Submission: Monday, October 30, 2017

Table of Contents

- I. Introduction
- II. Timeline and Important Elements
- III. Requirements
- IV. Components of the Proposal and Submission Instructions
- V. Evaluation Criteria

I. Introduction

The mission of the California Workforce Association (CWA) is to enhance and inspire California's local workforce development boards and their partners through strategic advocacy, partnership convening, and capacity building. We strive towards a vision of a prosperous California where thriving industries are sustained by a highly skilled, diverse, and innovative workforce.

CWA is a 501(c)4 non-profit where the 46 Directors of Local Workforce Development Boards in California, and a private-sector Local Board Member sit on our Board of Directors. We have over 70 affiliate members ranging from Chambers of Commerce, industry associations, organized labor, community colleges, community based organizations, and educational institutions.

Purpose of this Request for Qualifications

CWA is issuing this Request for Qualifications (RFQ) to identify a consultant/service contractor to provide comprehensive legislative advocacy services. Specifically, this includes providing support to CWA by monitoring and identifying key state policy and budget issues; conducting bill analysis of major workforce development proposals; providing legislative representation on behalf of CWA; coordinating staff participation in legislative committees; and presenting regularly to the CWA Legislation Committee and the CWA Board at large.

At a minimum, the contractor will be expected to provide monthly written or oral reports on major workforce legislative proposals. A consistent account lead will represent CWA in discussions with elected officials and with regulatory agencies as needed. The account lead will also track the budget development process and provide staff with timely updates throughout the budget process including a summary of the Governor's Proposed Budget, the May Revision and the enacted State budget.

II. RFQ Timeline and Important Elements

Timeline

<i>RFQ Release Date</i>	<i>Monday, October 16, 2017</i>
<i>RFQ Questions Due</i>	<i>Monday, October 23, 2017</i>
<i>RFQ Due Date</i>	<i>Monday, October 30, 2017</i>
<i>RFQ Evaluation and Interview Period</i>	<i>October 31-November 13, 2017</i>

Dates may be subject to change

SUBMISSION REQUIREMENTS

To apply in response to this Request for Qualifications (RFQ), please mail, e-mail, or hand-deliver your qualifications packet by **5:00 p.m. on Monday, October 30, 2017** to:

**California Workforce Association
1107 9th St, Suite 801
Sacramento, CA 95814
ATTN: Bob Lanter, Executive Director
eflores@calworkforce.org**

If you provide hard-copy materials, please provide 3 double-sided copies.

Pre-Proposal Conference

For questions about this RFQ Eric Flores by email at eflores@calworkforce.org. Please use "Advocacy RFQ Questions" in the subject line.

III. Requirements

Effective advocacy gives California's workforce development system a voice at the policy-making table and leads to more resources and statewide structures to benefit businesses and jobseekers. With effective advocates in Sacramento, CWA is able to understand the impact of legislative and regulatory proposals, make alternative proposals when appropriate, share the likely impact and advocate for the most favorable outcome for our system.

CWA seeks to contract with an applicant with the experience and capacity to provide the following services:

- Provide a formal monthly synopsis of workforce and training legislation;
- Provide continuous updates on targeted bills, including setting meetings with authors' offices and interested parties involved in targeted bills;
- Provide legislative representation on behalf of CWA;
- Shepherd original proposals through the legislative process;
- Coordinate staff participation in legislative committees;
- Coordinate the annual CWA "Day at the Capitol" with CWA staff, including securing of meeting and reception locations, speaker(s), setting meetings, coordination with local workforce areas, preparation of materials, staffing of reception, and follow up activities;
- Provide strategic direction to CWA on all legislative activity to position the Association as the go-to organization for workforce development information by the California Legislature;
- Provide support to CWA Executive Director and staff, including drafting support letters and templates, drafting testimony, press comments, etc;
- Assist CWA Legislative Committee and staff to develop annual legislative retreat, including participating in the development of agenda, preparing materials, securing location, and follow up;
- Present to the CWA Legislative Committee and CWA Board;
- Track the budget development process, inserting CWA into the process where appropriate, and provide staff with timely updates throughout the budget process.

MINIMUM EXPERIENCE

Applicants must have a proven track record of providing successful advocacy for at least five (5) years with a preference for ten (10) years or more of relevant experience. This includes evidence of expertise and knowledge of the current political climate, with particular knowledge of workforce development policy in California.

CWA CONTRACTUAL REQUIREMENTS

A Services Agreement for Organizations will be completed upon award and the contractor must be compliant with all requirements therein (e.g. scope of work, fees for services, etc.)

IV. Components of the RFQ and Submission Instructions

Please provide the following components in the response to the RFQ.

A. Cover page (1 page)

Submit a brief letter of introduction and executive summary of the response to the RFQ on agency's letterhead. The letter must be signed by the chief executive of the agency, which authorizes the agency to obligate the firm to perform the commitments contained in the proposal. The letter indicates that your agency is willing and able to perform the commitments contained in the proposal.

B. General Overview and Summary

RFQ Contact
Agency/Organization Name:
Contact Name:
Title:
Street Address:
City & Zip Code:
Telephone:
e-mail:
Website:
General Information
What is the agency's mission?
Number of years providing government relations / legislative advocacy services?
What is your agency's current overall budget? \$
Is your agency currently providing contract services for CWA? Yes / No

C. Content

1. Agency

What makes your agency/firm uniquely capable to implement the advocacy services sought after by this RFQ? Provide a brief description of the agency and address the

practices, requirements and satisfaction in meeting the minimum experience qualifications. Please include a description of any relevant experience directly related to workforce development or job training legislative work.

2. Experience

Provide a description of up to three (3) currently or recent instances of successful advocacy managed by your agency/firm. Include name of the client, project summary, staff members who worked on each project and their roles, challenges and successes of the project, and address the proposal components met through the project.

3. Staffing

Provide a list identifying key staff members on this project team and the role each will play with respect to the CWA account. Identify who will serve as the overall account manager. Provide resumes for each of the key staff members on the project listed above.

4. Proposed Costs for the Project

Provide the estimated cost of performing the advocacy services as outlined in this RFQ along with a narrative of how fees are calculated. If there is more than one fee structure option, please provide all options. The estimated cost should not exceed \$75,000 annually.

5. References

Provide references for the organization and the lead project manager, including the name, address, telephone and email of up to five (5) recent customers.

**Please mail, e-mail or hand-deliver your response to the RFQ by
5:00 p.m. on Monday, October 30, 2017 to:**

**California Workforce Association
1107 9th St, Suite 801
Sacramento, CA 95814
ATTN: Bob Lanter, Executive Director
eflores@calworkforce.org**

V. Evaluation Criteria

CWA reserves the right to waive any irregularities or defects in any of the submissions at the discretion of CWA staff. CWA reserves the right to reject all proposals, cancel this RFQ, postpone this RFQ, or change the timeline for this process at any time.

A representative committee will review and assess all proposals submitted. Proposals will be evaluated pursuant to minimum experience and components of the proposal. This evaluation will include the quality and quantity of successful relevant experience as well as demonstrated level of organizational capability. CWA may request further information and / or an interview from an applicant(s) before making a final decision.

For questions, please contact:

Eric Flores, Policy Analyst

(916) 325-1610

eflores@calworkforce.org

CALIFORNIA WORKFORCE ASSOCIATION

CONTRACT COVER SHEET / LIST OF REQUIRED ATTACHMENTS

Contractor must submit to CWA, with its signed contract:

W-9 form (attached to contract).

SERVICES AGREEMENT FOR ORGANIZATIONS

This Agreement is dated for convenience **Insert today's date** and is entered into between **insert legal/official name of Contractor** (hereinafter "Contractor") and the California Workforce Association (hereafter "CWA").

RECITALS

Whereas, CWA desires Contractor to:

- Provide a formal monthly synopsis of education legislation when the legislature is in session;
- Provide continuous updates on targeted bills, including setting meetings with authors' offices and interested parties involved in targeted bills;
- Provide legislative representation on behalf of CWA;
- Shepherd original proposals through the legislative process;
- Coordinate staff participation in legislative committees;
- Coordinate the annual CWA Lobby Day ("Day at the Capitol") with CWA staff, including securing of meeting and reception locations, speaker(s), setting meetings, coordination with local workforce areas, preparation of materials, staffing of reception, and follow up activities;
- Present to the CWA Legislative Committee and CWA Board; and
- Track the budget development process, inserting CWA into the process where appropriate, and provide staff with timely updates throughout the budget process.

And Whereas, Contractor represents itself able and, for a consideration, willing to perform the services.

Now, THEREFORE, the parties agree to enter into this Agreement for Contractor to provide to CWA the services as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: W-9 Form, Appendix A – Description of Services, and Appendix B – Calculation of Charges, and General Conditions (collectively referred to as the "Agreement").

A. TERM OF THE AGREEMENT/ EFFECTIVE DATE OF AGREEMENT

Subject to Section 1 of the attached General Conditions, the term of this Agreement shall be the term set forth for services to be provided by Contractor under this Agreement.

B. SERVICES CONTRACTOR AGREES TO PERFORM

Contractor agrees to perform the services provided for in the attached Appendix A, "Description of Services."

C. COMPENSATION

Compensation to Contractor shall not exceed [**Insert contract dollar amount in WORDS**] dollars (**[\$Insert contract dollar amount in numbers]**). The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached **Appendix B ("Calculation of Charges")**. Contractor shall submit invoices for services rendered to CWA within thirty (30) days of service provision. Contractor shall furnish invoices in a form acceptable to CWA. All amounts paid by CWA to the Contractor shall be subject to audit by CWA. Upon receipt of an

acceptable invoice for payment, payment shall be made in a reasonable time upon approval by CWA, in his or her sole discretion that the services, set forth in **Section B (“Services Contractor Agrees to Perform”)** of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. Such payment shall be made to the address specified in Section D (“Notice to the Parties”). If CWA and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement in accordance with **Section 25 (“Modification of Agreement”)** of the General Terms and Conditions. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. **In no event shall CWA be liable for interest or late charges for late payments.**

D. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as follows:

NOTICE TO CWA:

ORGANIZATION	
HEAD OF ORGANIZATION	
CONTACT PERSON	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE/FAX	
EMAIL ADDRESS	

NOTICE TO THE CWA OFFICE:

California Workforce Association
 1107 9th St, Suite 801
 Sacramento, CA 95814

916-325-1610 (TEL)

NOTICE TO THE CONTRACTOR:

CONTRACTOR	
CONTACT NAME	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE/FAX	(TEL) (FAX)
EMAIL ADDRESS	

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written:

Insert name of Contractor

CALIFORNIA WORKFORCE ASSOCIATION

APPROVED:

By: _____
Authorized Signature

Bob Lanter, Executive Director

Print Name and Title of Signatory

Appendix A

Description of Services

- Provide a formal monthly synopsis of education legislation when the legislature is in session;
- Provide continuous updates on targeted bills, including setting meetings with authors' offices and interested parties involved in targeted bills;
- Provide legislative representation on behalf of CWA;
- Shepherd original proposals through the legislative process;
- Coordinate staff participation in legislative committees;
- Coordinate the annual CWA Lobby Day ("Day at the Capitol") with CWA staff, including securing of meeting and reception locations, speaker(s), setting meetings, coordination with local workforce areas, preparation of materials, staffing of reception, and follow up activities;
- Present to the CWA Legislative Committee and CWA Board; and
- Track the budget development process, inserting CWA into the process where appropriate, and provide staff with timely updates throughout the budget process.

Appendix B

Breakdown of Charges

Total Cost of the Agreement (Not to Exceed Amount):

INSERT CONTRACT DOLLAR AMOUNT IN WORDS dollars (**insert contract dollar amount in numbers**).

[Provide here a breakdown of the costs. The costs should correspond to persons/organizations getting compensated under Appendix A and timelines. The breakdown should provide a rate of pay and expenses listed separately.]

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Please print or type See Specific Instructions on page 2.	Name (As shown on your income tax return)		
	Business name /disregarded entity name, if different from above		
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exempt payee		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <input type="checkbox"/> _		
Other (see instructions) <input type="checkbox"/> Address (number, street, and apt. or suite no.)		Requester's name and address (optional)	
City, state, and ZIP code			

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								
Employer identification number								

~~Note: If your account is in more than one name, see the chart on page 4 for guidelines on whose number to enter~~

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

~~**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.~~

Sign Here Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

GENERAL CONDITIONS TO PERSONAL SERVICES AGREEMENT FOR ORGANIZATIONS

1. **AVAILABILITY OF FUNDS: BUDGET AND FISCAL PROVISION: TERMINATION IN THE EVENT OF NON-APPROPRIATION**
 - a. This Agreement is subject to the budget and fiscal policies, regulations and practices of CWA, and approval and appropriation of funds for this Agreement. Charges will accrue only after proper execution of this Agreement by the parties, and certification by the Executive Director as to the availability of funds.
 - b. The amount of CWA's obligation hereunder shall not at any time exceed the amount herein stated.
 - c. CWA has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
 - d. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
 - e. This section controls against any and all other provisions of this Agreement.

2. **DISALLOWANCE**
 - a. If Contractor claims or receives payment from the CWA for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to CWA upon CWA's request. At its option, CWA may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.
 - b. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

3. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by CWA and in such case must be remedied or replaced by Contractor without delay at no additional cost to CWA.

4. **QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with CWA's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at CWA's request, and must be supervised by Contractor. Contractor shall commit adequate resources to complete the project schedule specified in this Agreement.

5. **INDEMNIFICATION**

Contractor shall indemnify and hold harmless CWA, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor's agents or employees during the performance of this Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of CWA and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor's agents or employees.

6. LIABILITY OF CWA

CWA'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED FOR IN SECTION C ("COMPENSATION") OF THIS AGREEMENT. CWA SHALL NOT BE LIABLE FOR ANY SPECIAL CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS IN CONNECTION WITH THIS AGREEMENT.

7. DEFAULT: REMEDIES

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
 - Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
 - Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage or any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act.
- b. On and after any Event of Default, CWA shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, CWA shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to CWA on demand all costs and expenses incurred by CWA in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. CWA shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between CWA and Contractor all damages, losses, costs, or expenses incurred by CWA as a result of such Event of Default due from Contractor pursuant to the terms of this Agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

8. TERMINATION FOR CONVENIENCE

- a. CWA shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause upon thirty (30) days prior written notice specifying the date on which termination shall become effective.
- b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by CWA in a manner which minimizes the liability of Contractor and CWA to third parties as a result of termination. All such actions shall be subject to prior approval by CWA and shall include, without limitation: canceling orders, assigning interests to CWA, settling outstanding liabilities and claims, securing and safe-guarding CWA property, and halting or completing services in the manner specified by CWA.
- c. Within 30 days after the specified termination date, Contractor shall submit to CWA an itemized invoice detailing the unpaid costs incurred for the services rendered up to the date of termination.
- d. In no event shall CWA be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by CWA, except for those costs specifically approved by CWA as necessary to effect the termination in a manner acceptable to CWA. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
- e. The payment obligation under this Section shall survive termination of this Agreement.

9. CONFLICT OF INTEREST

- a. Contractor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use his or her official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (Cal. Govt. Code section 87100 et seq.)
- b. Contractor certifies that no such current or former CWA Board member or employee will derive any compensation, directly or indirectly, from this Agreement. Contractor understands that any violation of this provision of the Agreement shall make the Agreement voidable by CWA.

10. PROPRIETARY INFORMATION OF CWA

Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to private or confidential information which may be owned or controlled by CWA and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to CWA, its employees or the system. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by CWA to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

11. OWNERSHIP OF RESULTS

Any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer data files and media or other documents prepared by Contractor in connection with services to be performed under this Agreement, shall be the property of and be promptly transmitted to CWA. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent that such retention and use complies with Section 10 of this Agreement ("Proprietary Information of CWA").

12. AUDIT AND INSPECTION OF RECORDS

Contractor agrees to maintain and make available to CWA accurate books and accounting records relative to its activities under this Agreement. Contractor will permit CWA to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel records and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

13. SUBCONTRACTING

Contractor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the consent of CWA.

14. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

15. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the Contractor's compensation, shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

16. COMPLIANCE WITH LAWS

Contractor shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

17. GOVERNING LAW: VENUE

This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Sacramento.

18. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

20. EXECUTION OF THE AGREEMENT. EXECUTION INCOUNTERPARTS

- a. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies). However, in some cases where an emergency situation arises or to expedite processes, a fax copy or copy of the contract with any revisions appropriately initialed may serve as the original contract.
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

21. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.