



CONTRACT NO. 500160
(RFP 805134)
Outplacement Services

CONTRACTOR:

Right Management
100 Manpower Place
Milwaukee WI 53212
Phone: (647) 654-4112

AWARD DATE:

April 16, 2024

CONTRACT TERM:

One (1) YEAR FROM NOTICE TO PROCEED
JUNE 07, 20254 THRU JUNE 06, 2025

ESTIMATED PRICE:

NOT TO EXCEED \$14,795.00

PROJECT MANAGER:

Telephone #
Email Address

Juliana Harris
(512) 389-7457
Juliana.harris@capmetro.org

CONTRACT ADMINISTRATOR:

Telephone #
Email Address

Kimberley Craft
(512) 389-7579
kimberley.craft@capmetro.org

PROCUREMENT DEPARTMENT
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
2910 E. 5th STREET
AUSTIN, TEXAS 78702



REQUEST FOR QUOTE

Capital Metropolitan Transportation Authority (Capital Metro) is a corporate body and political subdivision of the State of Texas. Capital Metro was established by a referendum on January 19, 1985, to provide mass transportation service to the greater Austin metropolitan area. As provided by Chapter 451, Transportation Code, that vote authorized Capital Metro to collect a one-percent sales tax. Capital Metro commenced operations on July 1, 1985. In addition to the City of Austin, the Capital Metro service area includes the cities of Jonestown, Lago Vista, Leander, Manor, San Leanna, Point Venture, Village of Volente, Travis County Precinct #2, and the Anderson Mill area of Williamson County.

Request for Quote #	805134
Description of Item	Outplacement Service - 2024
RFQ Issue Date	March 12, 2024
Questions Due Date & Time	March 15, 2024 / 3:00pm
Response to Questions	March 18, 2024
RFQ Due Date & Time	March 22, 2024 / 3:00pm
Buyer	Kimberley Craft
Buyer Contact	Kimberley.craft@capmetro.org

If your firm is interested in providing this service, please submit your response via email to:

Kimberley Craft, Buyer III

Email address: kimberley.craft@capmetro.org

Responses are due on or before the RFQ due date and time provided above, Central Standard Time. **Responses must be returned by e-mail to the above address.** All submittals are time and date stamped as received. **Late quotes will not be accepted.** All amendments regarding this solicitation will be issued by electronic means and must be signed and returned by the specified due date/ time.

1. OBJECTIVE

The objective of this solicitation is to acquire the services of a qualified and experienced outplacement organization to provide career coaching support and job search essentials to individual contributors, managers, and executive level personnel at CapMetro.

2. SUBMITTALS

Please examine the Solicitation, the Specifications, and all other parts of this solicitation, whether incorporated by reference or otherwise, prior to the submission of an offer. Failure to do so shall be at the Firm's risk.

Please ensure that the information required for this solicitation is included. Sign and print or type the Firm's name on page two (2) of this document, beneath the Terms and Conditions. Offers signed by an agent of the firm (other than an officer or a partner of the firm) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

Questions shall be submitted in writing no later than **March 15, 2024, 3:00 p.m.** to allow sufficient time for answers to be considered and prepared by the Authority.

3. SCOPE OF SERVICE

The Authority requires a Contractor for as-needed assistance in providing career coaching support and job search essentials to assist an individual employee or group of employees in career and marketplace exploration to obtain a new position.

CONTRACTOR RESPONSIBILITIES

The Contractor shall meet with in person, via telephone or virtual / video communication with a People & Culture representative, or his/her designee, as required by CapMetro, no later than 24-hours after being notified by the Authority of an outplacement need.

The objectives of this initial meeting are to:

- I. Identify the appropriate outplacement services / program for the employee(s),
- II. Determine the menu of services to be used,
- III. Finalize services fees.

These services shall include but not be limited to:

(a) Individual Outplacement Services

- Assigning a dedicated consultant for one-on-one discussions, advising and coaching.
- Resume development.
- Career Assessment & debrief (i.e. - Birkman, MBTI, 16PF, DiSC).
- Lead development - provide job opportunities in the client's profession
- Instruction and counseling in essential job search skills.
 - Market research
 - Marketing materials including marketing plan, biographies, and cover letters
 - Online marketing tools (LinkedIn, Facebook, and other job search websites)
 - Networking skills – outreach, communications, and written documentation.
 - Interview preparation – behavioral interview rehearsal, first impression communication, image, evaluation, and coaching
 - Utilization of executive search and placement agencies
 - Negotiating – Discussion / rehearsal advising and prioritization of needs and wants
- Reporting of engagement, program utilization and progress

(b) Group Outplacement Services (Workshop)

- Provide interactive group session(s) for participants. Sessions should include elements to conduct an effective job search.
 - Discussion on how to cope with career transition and have a successful transition.
 - Resume development
 - Marketing materials – job search communication, and documentation
 - Online marketing tools (LinkedIn, Facebook, and other job search websites)
 - Interview preparation – discussion of types of interview; professional communication and follow up and behavioral question response
- Workshops should be one (1) one day or (2) two days in length.
- Workshops should be delivered in person, when available, Teams/Zoom or via webinar.
- Participants are to receive resume development and formatting assistance.

CAPMETRO RESPONSIBILITIES

CapMetro staff will be responsible for the following:

- Contact contractor when outplacement services are needed/required.
- Discuss and clarify program to be used by client.
- Communicate outplacement services being offered to employee.

- Provide contact information to employee to initiate outplacement services.
- Follow up with contractor to ensure utilization of services by client.
- Reporting client dissatisfaction with services and negotiating repairmen.

4. EVALUATION CRITERIA

(a) Capital Metro reserves the right to award this solicitation based on best value considering evaluation factors provided in section (b) below. The successful Contractor shall be selected by Capital Metro on a rational basis by an evaluation committee. Each response will be evaluated and ranked by Capital Metro. Capital Metro will select the firm that demonstrates the ability to best meet the needs and requirements of Capital Metro, for this solicitation, factors other than price are significantly more important. However, as proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

(1). **Methodology and Quality of the Work Plan:**

- a. Describe the methodology that will be used to complete the services requested in this solicitation.
- b. List any potential roadblocks the firm might face in the implementation, and strategies to be deployed to neutralize them.

(2). **The offeror's demonstrated understanding of the project undertaking, the proposed plan for the performance of the work and the technical approach proposed by the offeror.**

- a. Describe relevant work experience with examples as an outplacement service provider and career coach.
- b. Provide and explain the firm's technical approach or implementation plan.

(3). **The qualifications of the Project Team member.**

- a. Provide resumes for key individual(s) that will be assigned to this project, highlighting relevant experience applicable to the requirements of this solicitation.
- b. Provide any certifications held by key individual(s) that will be assigned to this project.

(b) Each of the evaluation factors will be given one of the following ratings:

- (1) **Excellent:** Exceeds evaluation standard in a beneficial way to the Authority and has a high probability of satisfying the requirements in the scope of services; has no significant weaknesses.
- (2) **Acceptable:** Meets evaluation standards; has good probability of satisfying the requirements in the scope of services, any weaknesses can be readily corrected.
- (3) **Marginal:** Fails to meet evaluation standards; has low probability of satisfying the requirements in the scope of services; has significant deficiencies.
- (4) **Unacceptable:** Fails to meet minimum requirements in the scope of services; deficiency requires a major revision to the proposal to make it acceptable.

4. SOLICITATION ATTACHMENTS

Attachment #1 – Supplemental Purchase Order Terms and Conditions

5. SOLICITATION TERMS AND CONDITIONS

- 1) Late quotes will not be accepted.
- 2) Quotes must be held open for ninety (90) days from proposal due time/date.
- 3) Capital Metro reserves the right to accept or reject all quotes.
- 4) Pricing must be submitted on the form provided on **pages four (4) and five (5)** of this document.
- 5) Failure to sign quote may result in disqualification.
- 6) Award of contract may be made without discussion with offerors after quotes are received.
- 7) Amendment issued for this solicitation must be signed and returned by the specified time/date.
- 8) Any amendment(s) or clarification(s) issued regarding this solicitation will be sent electronically. Vendors are responsible for obtaining these documents as they are sent.
- 9) Contractor must comply with all laws, ordinances, regulations, orders and directives issued by any public health agencies or any other regulatory or enforcement agency having jurisdiction over the operation.
- 11) A complete listing of Capital Metro's Standard Terms and Conditions may be found at www.capmetro.org/potermis

6. PRICING

[REDACTED]

[REDACTED]

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Please have authorized personnel write/print, sign and date in the spaces provided below:

Company Right Management

Address 100 Manpower Place, Milwaukee, WI
53212

Phone 647-654-4112 Fax NA
email barrie.carrlye@right.com

Federal Identification Number [REDACTED]

I, Barrie Carlyle, hereby attest that all information submitted in this proposal.

(Printed name of authorized agent) to be true and verifiable.

Signature of Authorized Agent BC

This page must be signed and returned. Failure to sign quote may result in disqualification.

**RFQ 805134
ATTACHMENT- 1
SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS**

Note: In addition to the Supplemental PO Terms and Conditions listed herein, a complete listing of Capital Metro's Purchase Order Terms and Conditions may be found at www.capmetro.org/potermis. Contractors are responsible for reviewing and adhering to all Capital Metro terms and conditions.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- (a) "Authority", "Capital Metro", "Cap Metro", "CMTA" means Capital Metropolitan Transportation Authority.
- (b) "Contract" or "Contract Documents" or "Purchase Order (PO)" means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.
- (c) "Contract Modification" means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (d) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (e) "Contractor" means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.
- (f) "Days" means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.
- (g) "Fully Burdened Hourly Labor Rate" means an hourly rate that includes all salary, overhead costs, general and administrative expenses, and profit.
- (h) "Notice of Award" means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.
- (i) "Notice to Proceed" means written authorization for the Contractor to start the Services.
- (j) "Services" means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.
- (k) "Subcontract" means the Contract between the Contractor and its Subcontractors.
- (l) "Subcontractor" means subcontractors of any tier.
- (m) "Works" means any tangible or intangible items or things that have been or will be prepared, created, maintained, serviced, developed, incorporated, provided or obtained by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for or on behalf of the Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web

sites, other written or machine readable expression of such works fixed in any tangible media, and all other copy-rightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all other goods, services or deliverables to be provided to the Authority under the Contract.

2. FIXED PRICE CONTRACT

This is a fixed price Contract/ Purchase Order for the Services specified and stated in the RFQ solicitation document.

3. TERM

The term of the contract/ purchase order shall be one (1) year from the contract Notice to Proceed date. No work shall be performed under this contract prior to issuance of a Notice to Proceed.

4. OPTION TO EXTEND CONTRACT TERM

The Authority shall have the unilateral right and option to extend the Contract for one (1) option period for a twelve (12) month duration, using the option prices set forth in RFQ- 805134, Section 6, Pricing, upon written notice to the Contractor.

5. OPTION TO EXTEND CONTRACT PERFORMANCE

If the options granted in Paragraph 4 have been exercised in their entirety, the Authority shall have the unilateral right and option to require continued performance of any services within the limits and rates specified in the Contract. This option may be exercised more than once, but the extension of performance hereunder shall not exceed a total of 6 months. The Authority may exercise the option by written notice to the Contractor.

5. INVOICING AND PAYMENT

- (a) Invoices may be submitted once per month for work completed and accepted by the Authority, and marked "Original" to:

Accounts Payable
Capital Metropolitan Transportation Authority
P.O. Box 6308
Austin, Texas 78762-6308

Or via e-mail to: ap_invoices@capmetro.org

and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information:

- (1) the Contract and order number (if any);
- (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any);
- (3) any discounts offered to the Authority under the terms of the Contract;
- (4) evidence of the acceptance of the supplies or Services by the Authority; and
- (5) any other information necessary to demonstrate entitlement to payment under the terms of the Contract.

- (b) all undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't Code § 2251.021(b).

(c) The Contractor shall be responsible for all costs/expenses not otherwise specified in this Contract, including by way of example, all costs of equipment provided by the Contractor or Subcontractor(s), all fees, fines, licenses, bonds, or taxes required or imposed against the Contractor and Subcontractor(s), travel related expenses, and all other Contractor's costs of doing business.

(d) In the event an overpayment is made to the Contractor under this Contract or the Authority discovers that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset the amount of such overpayment or unauthorized charges against any indebtedness owed by the Authority to the Contractor, whether arising under this Contract or otherwise, including withholding payment of an invoice, in whole or in part, or the Authority may deduct such amounts from future invoices. If an overpayment is made to the Contractor under this Contract which cannot be offset under this Contract, the Contractor shall remit the full overpayment amount to the Authority within thirty (30) calendar days of the date of the written notice of such overpayment or such other period as the Authority may agree. The Authority reserves the right to withhold payment of an invoice, in whole or in part, or deduct the overpayment from future invoices to recoup the overpayment.

6. INSURANCE

(a) The Contractor shall furnish proof of Capital Metro-stipulated insurance requirements specified below. All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the Authority and shall contain a contract waiver of subrogation in favor of the Authority. The Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy, except Professional Liability insurance if required by this Contract. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. The Contractor shall notify the Authority in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of the Contractor. The Contractor shall be responsible for setting its own insurance requirements, if any, for the kind and amounts of insurance to be carried by its Subcontractors in excess of the insurance required by the Authority.

The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

(1) **Commercial General Liability Insurance** Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence Combined Single Limit of Liability for Bodily Injury and Property Damage with coverage that includes.

- (i) Products and Completed Operations Liability
- (ii) Independent Contractors
- (iii) Personal Injury Liability extended to claims arising from employees of Contractor and the Authority.
- (iv) Contractual Liability pertaining to the liabilities assumed in the agreement.

(2) **Automobile Liability Insurance** covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 Dollars (\$ 1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.

(3) **Statutory Workers' Compensation Insurance** coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars_ and No/100 Dollars (\$1,000,000)

(4) **Professional Liability Insurance** covering negligent acts, errors and omissions arising from the Contractor's work to pay damages for which the Contractor may become legally obligated. Minimum limits of liability shall be not less than One Million Dollars and No/100 Dollars (\$1,000,000) on an annual aggregate basis.

(b) The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

(c) The Contractor, and all of its insurers shall, in regard to the above stated insurance, agree to waive all rights of recovery or subrogation against the Authority, its directors, officers, employees, agents, successors and assigns, and the Authority's insurance companies arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of the Contractor under this Contract and/or use of any Authority premises or equipment under this Contract.

(d) Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTRIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement. All required endorsements shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the Contract work is started.

(e) If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority may terminate this Contract or obtain insurance coverages equal to the required coverage, the full cost of which will be the responsibility of the Contractor and shall be deducted from any payment due the Contractor.

(f) If any part of the Contract is sublet, Contractor shall be liable for its Subcontractor's insurance coverages of the types and in the amounts stated above, and shall furnish the Authority with copies of such Certificates of Insurance. No delay in the work caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the contract. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an ADDITIONAL INSURED on the Contractor's policies.

(g) All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by the Authority. The Authority reserves the right to inspect in person, prior to the commencement of the Contract work, all of the Contractor's insurance policies required under this Contract.

(h) If the Contractor has procured insurance at the time of the Contractor's submission of the Contractor's bid, proof of the required insurance should be submitted with the Contractor's bid or proposal. Alternatively, the Contractor is requested to submit evidence of a commitment from an insurance company or companies, or a duly licensed agent, that the Contractor has made arrangements for the required insurance. If the bid or proposal is considered for award, and the Contractor has not previously furnished either the proof of insurance or evidence of commitment, the Contractor will be required to provide proof of the insurance or evidence of a commitment within five (5) days of request. If the Contractor is awarded the bid, and has submitted evidence of commitment rather than proof of the required insurance, the Contractor must furnish proof of the required insurance within five (5) days of the award of the contract. The Certificate of Insurance must indicate the Contract number and description. The insurance certificate should be furnished to the attention of the Contracting Officer.

(i) The Contractor and its lower tier Subcontractors are required to cooperate with the Authority and report all potential claims (workers' compensation, general liability and automobile liability) pertaining to this Contract to the Authority's Risk Management Department at (512) 389-7549 within two (2) days of the incident.

7. PERSONNEL ASSIGNMENTS

(a) Contractor shall perform the Work in an orderly and workmanlike manner, and shall employ persons skilled and qualified for the performance of the Work assigned to such persons under the contract. The Authority will have the right to review the experience of each candidate, and approve assignments of Contractor's personnel.

(b) Contractor certifies that contractor has established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that contractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify, hire and assign personnel to work on this Contract whose criminal backgrounds are appropriate for the work being performed, considering the risk and liability to the Contractor and the Authority. The Authority reserves the right to require the Contractor to disclose any criminal or military criminal convictions of assigned personnel and the right to disapprove the use of assigned personnel with criminal or military convictions.

8. CHANGES

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a Change Order, make changes in the Work within the general scope of the Contract, including changes:

- (1) in the Specifications (including drawings and designs);
- (2) in the method or manner of performance of the Work;
- (3) in the facilities, equipment, materials, services, or site to be furnished by the Authority; or
- (4) directing acceleration in the performance of the Work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change in the Contractor's obligations shall be treated as a Change Order under this paragraph; provided that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a Change Order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this paragraph or entitle the Contractor to an equitable adjustment.

(d) If any change under this paragraph causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the Contract in writing in accordance with the provisions in paragraph entitled, "Equitable Adjustments" contained in Exhibit E. However, except for a "proposal for adjustment" (hereafter referred to as "proposal") based on defective Specifications, no proposal for any change under paragraph (b), above, shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as required. In the case of defective Specifications for which the Authority is responsible, the equitable adjustment shall include the increased cost reasonably incurred by the Contractor in attempting to comply with the defective Specifications.

(e) The Contractor must submit any proposal under this paragraph within thirty (30) days after: (1) receipt of a written Change Order under paragraph (a), above, or (2) the furnishing of a written notice under paragraph (b), above, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Authority. The proposal may be included in the notice under paragraph (b), above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.