California High-Speed Rail Authority

Request for Proposals for Right-of-Way Services

RFP No.: HSR14-14

August 15, 2014

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1.0 Overview and General Information

The following list provides a general overview of information related to the subject of this Request for Proposals (RFP):

- The California High-Speed Rail Authority (Authority) is issuing this RFP to receive Proposals from qualified firms (Proposers) to provide Right-of-Way Services.
- This procurement will be based on the combined Technical and Cost Proposal scores. Responsive Proposals submitted in response to this RFP will be evaluated with the intent of awarding multiple contracts to the highest ranked Proposers.
- The selected Proposer may be working with the Federal Railroad Administration (FRA), Surface Transportation Board (STB), California Public Works Board (PWB), California Department of Transportation (Caltrans), California Department of General Services (DGS), California Department of Finance (DOF), other partnering agencies and contractor(s) on the California High-Speed Rail Project under the direction of the Authority's Right-of-Way Manager.
- The Scope of Work for this procurement includes the following geographic areas: specified areas of the First Construction Segment (FCS), which extends through the Central Valley counties of Madera, Fresno, Tulare, Kings and Kern. Additionally, subject to all requisite environmental approvals, work may extend to the north of the FCS, including the alignment up to Merced through the "Wye" configuration and south to the southern end of CP-4, along approved alignments and alignments currently being evaluated.
- The contract period will start with a Notice to Proceed (NTP) and is anticipated to extend over a period of four (4) years.
- The total cumulative dollar value for all contracts resulting from this RFP is not to exceed $35,000,000. It is anticipated that multiple contracts for (potentially $3,000,000 to $7,000,000) will be awarded. Contracts awarded under this RFP may be for different not-to-exceed amounts.
- Proposers are required to comply with the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 20, 2012, and submit Form A and Certification 2, attached to this RFP, thereby making a commitment to the requisite participation by Small, Disadvantaged, and Disabled Veteran Business Enterprises.
- Expeditious and successful completion of the Work described in this RFP is crucial to the Program. The Authority reserves the right to remove from the Project any Contractor personnel with or without cause who, in the Authority's absolute discretion, is not performing the Work satisfactorily.
- Negotiations for final terms and conditions of the contract shall be held with the top ranked Proposers, which will be the Proposers with the highest combined Technical and Cost Proposal scores.

- The RFP will be available in electronic format on the State's Contract Register at (www.bidsync.com) and a link can be found on the Authority's website (www.hsr.ca.gov).

All questions regarding this RFP must be submitted in writing through www.bidsync.com by the date set forth in Section 1.4, Table 1: Key RFP Dates. Responses to questions submitted will be posted on bidsync for the benefit of all participants.

1.1 Definitions

Authority – California High-Speed Rail Authority.

Authority Board – California High-Speed Rail Authority Board of Directors.

Business day – Monday through Friday, except for Federal or State holidays, between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time.

Construction Package 1 (CP-01) – The portion of the First Construction Segment bounded by Avenue 17 in the County of Madera to the north, and by East American Avenue in the County of Fresno to the south.

Construction Package 2-3 (CP 2-3) – The portion of the First Construction Segment bounded by East American Avenue in the County of Fresno to the north, and a line approximately one mile north of the Tulare/Kern county line in the County of Tulare to the south.

Construction Package 4 (CP 4) – The portion of the First Construction Segment bounded by a point approximately one mile north of the Tulare/Kern county line in the County of Tulare to the north, and Seventh Standard Road in the County of Kern to the south.

Construction Package 5 (CP 5) – The portion of the First Construction Segment that involves installing rail throughout the CP 1-4, from Avenue 17 in the County of Madera to Seventh Standard Road in the County of Kern.

Contractor – A Contractor doing work under an Agreement resulting from this RFP.

Day – Calendar day.

Design-Builder – The Design-Builder performing the design and construction work for Construction Package 1, Construction Package 2-3, Construction Package 4, or Construction Package 5, as applicable and as detailed in the respective Design-Build Contract(s).

Design-Build Contract – The contract between the Design-Builder and the Authority for design-build services to be performed for Construction Package 1, Construction Package 2-3, Construction Package 4, or Construction Package 5, as applicable.

Disadvantaged Business Enterprise (DBE) – A Disadvantaged Business Enterprise (DBE) is a small business concern that is at least 51 percent owned and whose management and daily business operations are controlled by "socially and economically disadvantaged individuals" as that phrase is defined in 49 C.F.R. Part 26.

Disabled Veteran Business Enterprise (DVBE) – A for-profit small business concern that is at least 51 percent owned by a veteran of the United States military, which has at least a 10 percent service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services.

First Construction Section (FCS) – Construction Packages 1 through 5, extending from Avenue 17 in the County of Madera to Seventh Standard Road in the County of Kern, plus rail.

Grant/Cooperative Agreements – Agreement numbers FR-HSR-009-10-01-05 and FR-HSR-0118-12-01-00 between the Authority and the Federal Railroad Administration providing terms for expenditure of federal funds provided for the Project.

Initial Operating Segment (IOS) – That portion of the System that will run from the Central Valley to the Los Angeles Basin.

Key Personnel – Those individuals identified in the Proposer's Proposal to fill the positions specified in Section 4.4.4.

Microbusiness (MB) – A for-profit small business concern with gross annual receipts of less than $3,500,000 or, if the small business is a manufacturer, with 25 or fewer employees. The Authority recognizes Microbusiness certifications issued by the California Department of General Services.

Open Government Laws – Collectively, the Public Records Act (Gov. Code § 6250, *et seq.*), the Bagley-Keene Open Meeting Act (Gov. Code § 11120, *et seq.*), and the Freedom of Information Act (5 U.S.C. § 552, as amended by Public Law No. 104-231, 110 Stat. 3048) and other applicable Federal open records laws.

Person – Any individual, corporation, company, joint venture, partnership, trust, unincorporated organization, or governmental agency including the Authority.

Program – The California High-Speed Rail Program will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, the high-speed rail will run from San Francisco to the Los Angeles basin in under three (3) hours at speeds of over 200 miles per hour. The Program will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.

Project – The FCS, bounded by Avenue 17 in the County of Madera and Seventh Standard Road in the County of Kern, including the installation of rail. Also referred to as Construction Packages 1 through 5.

Proposer – A Person that submits a Proposal in response to this RFP.

Small Business (SB) – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration or California Department of General Services for certification as a Small Business. This definition is dependent on whether the firm

wishes to participate in U.S. DOT-assisted contracts or in 100 percent, State funded contracts, which are defined as follows:

a. For U.S. DOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. Part 26.65(b). Certified SB firms participating in U.S. DOT-assisted contracts are not required to have a principal office located in California. Both State and/or Federal certified SB firms are eligible to be credited toward meeting the SB goal on a U.S. DOT-assisted contract.

b. For 100 percent state-funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed $14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

State – The State of California.

Subcontractor – Defined as follows:

a. Prior to award of any contract resulting from this RFP, any Person with whom the Proposer proposes to enter into a subcontract for any part of the Work, or that will enter into a subcontract for any part of the Work, at any tier; or

b. After award of any contract resulting from this RFP, any Person with whom the Proposer has entered into a subcontract for any part of the Work, or with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

Work – All of the tasks required under the contract(s) resulting from this RFP.

Wye – The area bounded by Carlucci Road to the west, Ranch Road to the north, and Avenue 17 (the northern limit of Construction Package 1) to the south.

1.2 Acronyms

ARRA – American Recovery and Reinvestment Act of 2009

CalSTA – California State Transportation Agency

Caltrans – California Department of Transportation

CO – Change Order

CP-01 – Construction Package 1

CP 2-3 – Construction Package 2-3

CP 4 – Construction Package 4

CP 5 – Construction Package 5

CWO – Contract Work Order

DB – Design-Build

DBE – Disadvantaged Business Enterprise

DGS – California Department of General Services

DVBE – Disabled Veteran Business Enterprise

FCS – First Construction Segment

FOIA – Freedom of Information Act

FRA – Federal Railroad Administration

IOS – Initial Operating Segment

MB – Microbusiness

NTP – Notice to Proceed

OMB – Office of Management and Budget

RFI – Request for Information

RFQ – Request for Qualifications

RFP – Request for Proposals

ROD – Record of Decision

ROW – Right-of-Way

SBE – Small Business Enterprise

SONO – Statement of No Objection

SOQ – Statement of Qualifications

U.S. DOT – United States Department of Transportation

1.3 Authority's Designated Point-of-Contact

The Authority's Designated Point-of-Contact for communications concerning the Project or this RFP shall be as follows:

Domonique Wilson
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Phone: 916-669-6603
Fax: (916) 322-0827
Email: Domonique.Wilson@hsr.ca.gov

Persons intending to submit Proposals in response to this RFP shall not contact or discuss any items related to this process with any Board member or Authority or consultant staff other than Mr. Wilson. Failure to comply with this communication prohibition may result in disqualification.

1.4 Proposal Submittal Information

Table 1: Key RFP Dates:

Key Dates	Activity Description
August 15, 2014	Final RFP advertised
August 20, 2014	Last day to submit written questions
August 25, 2014	Response posted to written questions
August 29, 2014	Proposals due to Authority's office at Suite 800 by 4:00 PM Pacific Daylight Time
September 4, 2014	Shortlist published
September 8, 2014	Discussions/Interviews with Proposers held in Sacramento, CA.
September 10, 2014	Notice of Intent to Award released by the Authority

Proposals submitted in response to this RFP shall be submitted in two separately sealed packages/envelopes:

1st sealed package/envelope: Technical Proposal – one original and six copies in separate 3-ring binders. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Proposer's name and numbered 1 through 6 on their spines. Each Proposer shall include one electronic version of its Technical Proposal in a searchable .pdf format on a DVD.

2nd sealed package/envelope: Cost Proposal – Original Cost Proposal Form. The sealed Cost Proposal envelope may be placed in the bound original Technical Proposal book.

Proposals must be received (by mail or hand-delivered) no later than the date and time set forth in Section 1.4, Table 1: Key RFP Dates.

1st Sealed Package/Envelope	2nd Sealed Package/Envelope
Attention: Domonique Wilson California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 **TECHNICAL PROPOSAL** **DO NOT OPEN**	Attention: Domonique Wilson California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 **COST PROPOSAL** **DO NOT OPEN**

The following information must be placed on the lower left corner of the submittal shipping packages:

RFP No.: HSR 14-14

California High-Speed Rail Authority
Right of Way Services Proposal

Proposer: _____

1.4.1 Amendments to Request for Proposals

The Authority reserves the right to amend the RFP by addendum before the Proposal Due Date. If an addendum to this RFP is issued, Proposers shall have an additional time period to submit questions regarding the addendum.

1.4.2 Non-Commitment of Authority

This RFP does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a Proposal to this request, or to procure or contract for services or supplies. The Authority reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified Proposer, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Authority to do so.

1.4.3 Late Submittals

In accordance with California Public Contract Code § 10344, Proposals received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for Proposal delivery. A Proposal is late if received any time after the date provided for submittals in Section 1.4, Table 1: Key RFP Dates. Proposals received after the specified time will not be considered and will be returned to the Proposer.

1.4.4 Modification or Withdrawal of Proposals

Any Proposal received may be withdrawn before the Proposal submittal date by written request to the Authority. The only method for a Proposer to modify its Proposal is by withdrawing its submission in its entirety prior to the Proposal Due Date, by written notification to the Authority. A complete, corrected submission package may be resubmitted prior to the Proposal Due Date. Modifications offered in any other manner will not be considered.

1.4.5 Property Rights

Proposals received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and

produced for the Authority under the contract for Right of Way Services shall belong exclusively to the State. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

1.4.6 Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project that began upon the date of issuance of this RFP and will be completed with either the execution of the Right of Way Services contract(s) or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, e-mail, or other formal written communication.

The specific rules of contact are as follows:

a. After submittal of Proposals, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFP or any other team's Proposal with the exception of Subcontractors that are shared between two or more Proposer Teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during Authority sponsored informational meetings).

b. Proposers shall correspond with the Authority regarding the RFP only through the Authority's Designated Point-of-Contact (see Section 1.3 of this RFP) and Proposer's RFP/Proposal Manager.

c. Except for communications expressly permitted by the RFP or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Proposer or representative thereof shall have any ex parte communications regarding the RFP or the procurement described herein with any member of the Authority Board or with any Authority or consultant staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement or the Project.

d. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFP.

e. The Proposers shall not contact the entities listed below, including any employees, representatives, and members:

    1. Federal Railroad Administration
    2. California State Transportation Agency
    3. California Department of Transportation
    4. California Department of General Services

5. California Department of Finance

6. California High-Speed Rail Authority (except as provided in this RFP)

f. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.

g. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFP process.

2.0 Background

The Authority is responsible for planning, design, construction, maintenance and operation of the first high-speed rail system in the nation. The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. Phase 1 service will connect the San Francisco Bay Area to the Los Angeles Basin in less than three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

The Authority intends to finance the Project with state and federal funding, including funds provided by FRA and funding made available through the American Recovery and Reinvestment Act of 2009 (ARRA). The Authority will act as the FRA-designated recipient for federal transportation funds.

Only if sufficient funds are made available to the Authority by the U.S. Government or the California State Legislature for the purpose of the California High-Speed Rail Program (Program) is a contract valid and enforceable. Prior to execution or commencement of any Contract resulting from this RFP, if sufficient funds are not made available for the current year and/or any subsequent years covered under a Contract resulting from this RFP, then that agreement shall be of no further force and effect. In addition, a contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the U.S. Congress or the State Legislature that may affect the provisions, terms, or funding of this contract in any manner.

After execution or commencement of any contract resulting from this RFP, if the U.S. Congress or the State Legislature does not appropriate sufficient funds for the Program, the Authority shall have the option to either: 1) cancel the contract(s) with no further liability occurring to the Authority; or 2) amend the contract(s) to reduce the scope of work to reflect any reduction in funds.

Proposers acknowledge that any services or Work performed is consistent and/or compliant to the conditions set within the following:

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012) http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1029_bill_20120718_chaptered.pdf;

- The most current approved version of: California High-Speed Rail Program 2014 Business Plan (April 2014) http://www.hsr.ca.gov/About/Business_Plans/2014_Business_Plan.html;

- US DOT FRA Grant/Cooperative Agreement FR-HSR-009-10-01 (and subsequent amendments) http://www.hsr.ca.gov/docs/about/funding_finance/funding_agreements/FR-HSR-0009-10-01-05.pdf;

- 42 U.S. Code Chapter 61 - Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; and

- The California High-Speed Rail Authority Right-of-Way Manual. Contractors shall also refer to the Caltrans Right-of-Way Manual Chapter 10, and other Chapters as required, for direction and guidance.

3.0 Description of Work

See Attachment A for the full Scope of Work.

Each Design-Build Contract includes a Right-of-Way Acquisition Plan with exhibits detailing the limits of each construction package. The Right-of-Way Acquisition Plans for CP-01 and CP 2-3 are located on the Authority's website.

CP-01 – http://www.hsr.ca.gov/Programs/Construction/HSR11-16_Design_Build_Contract/index.html

CP 2-3 – http://www.hsr.ca.gov/Programs/Construction/Design_Build_Construction_Pkg_2_3/index.html

The schedule for ROW delivery will be phased based on construction priorities and in accordance with the applicable Right-of-Way Acquisition Plan. The schedule for right-of-way delivery shall be coordinated by the Authority.

Appraisals are currently being completed in the northern portion of CP 2-3. Approval and first written offers are anticipated to be made after the issuance of Record of Decision (ROD) for the Fresno to Bakersfield Section currently scheduled for June 2014. For additional information concerning right-of-way impacts in CP-01C, CP 2-3, and CP 4, please refer to the Final Environmental Impact Report/Statement for the Fresno to Bakersfield Section posted on the Authority's web site (http://www.hsr.ca.gov/Programs/Environmental_Planning/final_fresno_bakersfield.html).

The Authority is required to follow the statutory requirements of the Property Acquisition Law, located in Government Code sections 15850-15866, in addition to the California Eminent Domain Law and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended) (Uniform Act).

Figure 1 provides the geographic area of the Project where the Work will be performed.

Figure 1: High-Speed Rail Delivery Map

4.0 Proposal Requirements

The following summarizes the content and organization of the Proposal. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by a Proposer, and require additional evidence of qualifications to perform the Work described in this RFP.

4.1 General Requirements

The Proposal shall be completed in ink or typewritten; and shall be manually signed. Scanned or faxed responses are not acceptable.

The Proposal shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered a single side of an 8-1/2" x 11" sheet. Should the Proposer wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
- The Proposal shall be no more than 30 pages in length, exclusive of the transmittal letter, resumes as required by Section 4.4.2.3, and the Forms and Certifications.
- Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response (e.g., Page 1 of 30, Page 2 of 30, etc.).
- Brochures, extraneous publications such as published articles, directories, lengthy client lists, and other miscellaneous materials not specifically requested will not be evaluated.
- If submitting as a team, note which entity is the prime Proposer or lead joint venture partner (if applicable).
- The RFP/Proposal Manager should be identified in the transmittal letter.
- All names and applicable titles shall be typed or printed below the signatures.
- Forms A-B and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The Proposal shall be divided into sections as described below:
  - A blank page should precede each section with an index tab extending beyond the far right side of the page; these blank pages will not be counted within the page count.
  - The index tab should have the appropriate section number typed thereon.
  - At a minimum, the items described in Section 4 shall be addressed.
  - Sections in the Proposal should be in the same order as they appear in this RFP.

4.2 Transmittal Letter

The Proposal shall be transmitted with a letter that must be signed by an official authorized to bind the Proposer contractually and shall contain a statement that indicates the Proposal is complete and accurate. The transmittal letter shall include a statement affirming that the Proposer has or is able to obtain the required insurance specified in Section 6.2 of this RFP. The transmittal letter shall also provide the following: names, titles, addresses and telephone numbers of individuals authorized to negotiate and contractually bind the Proposer. All Forms and Certifications shall be manually signed and included as attachments in the transmittal letter section. Neither the transmittal letter nor the Forms and Certifications will be included in the page count. Proposers shall affirm in the transmittal letter that the minimum qualifications of Section 4.2.1 are met.

4.2.1 Minimum Qualifications

Proposers must satisfy all of the minimum qualifications listed below. Failure to satisfy all of the minimum qualifications at the time of Proposal submission will result in the immediate rejection of the submission. The successful Proposer must continue to satisfy all of the minimum qualifications throughout the term of any contract resulting from this RFP.

The minimum qualifications for this RFP are:

1. The Proposer must hold valid and appropriate licensure as specified in Section 6.1 of this RFP. Proposers shall attach copies of licenses to the transmittal letter.

2. The Proposer must identify the Project Manager assigned to manage any contract awarded pursuant to this RFP.

3. The Proposer must provide a resumes for all Key Personnel identified in Section 4.4.4. Resumes shall be attached to the transmittal letter.

4. The Proposer must provide assurance that journey level field staff performing the Work have the appropriate licenses and a minimum of three (3) years of experience performing these duties under the provisions of the Uniform Act.

5. The Proposer must provide all necessary information and forms required showing proof of SB participation. All Subcontractors shall be identified on Form A.

6. The Proposer must affirm in the transmittal letter that it has or is able to obtain the required insurance, specified in Section 6.2 of this RFP.

7. The Proposer must provide three (3) references for the firm as required in Section 4.4.1 (including all required information and/or documentation). References shall be attached to the transmittal letter.

8. The Proposer must provide the transmittal letter with all required Forms and Certifications.

9. The Proposer must affirm in the transmittal letter that it has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five years.

10. The Proposer shall provide assurances that it will have an office (temporary or permanent) in Fresno, Tulare, Kern, or Kings County that will be staffed during normal business hours for the term of any contract resulting from this RFP.

4.3 Executive Summary

Proposers may include an executive summary, preferably not exceeding two (2) pages, stating key points of their Proposals that they believe highlight their qualifications to provide right-of-way services. As such, the executive summary may emphasize the Proposer's strengths as fully described in the balance of the Technical Proposal, however Proposers should be aware that the executive summary will not be separately evaluated and it will count against the page limitations.

4.4 Contents of the Proposal

Using the following criteria as a minimum, state why your firm believes it is qualified to provide the services requested in this RFP.

4.4.1 Past Performance and Experience

The Authority seeks to contract with a right-of-way services team with a proven track record of successfully providing turnkey/full service real property services on similar projects. Specifically, the Authority seeks a team with at least 10 years of experience performing real property acquisition services for governmental agencies, including all of the functions identified in the Scope of Work, Attachment A to this RFP. Experience with federal ARRA funds, including federal flow down provisions and other U.S. Office of Management and Budget (OMB) and Department of Labor requirements, is preferred.

Provide the following information, and explain how you meet the past performance and experience criteria:

- A minimum of three (3) past projects for which the Proposer (i.e., the prime Proposer submitting a Proposal, the joint venture submitting a Proposal, or each individual prime member of the joint venture) has provided right-of-way services on public works projects. References shall be for:
    - If a single entity is the prime contractor submitting the proposal, the references shall be submitted for the prime.
    - If the Proposal is submitted by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.
    - If the proposal is submitted by a joint venture that has not worked together in the past, references shall be included for each prime member of the joint venture.

- For each past project identified, provide the following information:
    - The name of the client;
    - The title of the project or assignment;
    - Current contact phone numbers and email addresses for the client;
    - The scope of the assignment;
    - The name of each proposed service team member working on the account; and
    - The date of service of the agreement.
- Describe how the past projects identified provide the experience preferred in this RFP.
- Provide examples of cost and time saving methodologies utilized on past projects.

4.4.2 Understanding of the Scope of Work

The Authority seeks to contract with a right-of-way services team with a strong understanding of the Scope of Work described in Section 3.0 and Attachment A. The Authority sees value in the timely acquisition and delivery of right-of-way, and any innovative methods or approaches that will contribute to the successful completion of the tasks described in the Scope of Work. Proposers should provide innovative ways to reduce costs to the Authority and indicate any unique methods the Proposer will implement to achieve cost savings and schedule improvements.

Provide a narrative demonstrating how your firm meets the Scope of Work requirements. The narrative should include the following:

- Proposer's understanding of the Project, and how the Proposer adds value and works toward the goal of achieving optimal efficiency for delivering the right-of-way services in a timely manner.
- A detailed discussion and understanding of the Project and the Work, and how the Proposer meets each and every minimum qualification.
- The skills and experience that set the Proposer apart and demonstrate that the Proposer can "close the deals" in greater quantities and within shorter time frames than other teams.
- The Proposer's approach to delivering high quality products to the Authority that are complete and "right the first time".
- The Proposer's approach to managing the approval interface with the Authority, such as detailed tracking of appraisals, acquisitions/condemnations, and relocations; and workload forecasts to allow the Authority to prepare partner agencies for higher volumes of approvals.

- The Proposer's approach to adapting their systems to the Authority's ROW Management Information System.

- Any innovative, unique or special techniques, methods or approaches that will be used in the various functions to make the Proposer more likely to successfully and timely complete the tasks required by the Scope of Work, including any unique resources available to the Proposer with a particular focus on those resources designed to maximize efficiencies of time and cost.

4.4.3 Right-of-Way Services Team

The Authority seeks Proposers that have not only the ability to successfully provide the necessary right-of-way services in a timely manner, but also qualified Key Personnel that will contribute to the overall success of delivering a right-of-way services program and ultimately the successful delivery of the Project according to the Authority's expectations.

4.4.3.1 Organization and Management Approach

The Proposer's organization and management approach will be evaluated on the extent to which it includes and describes all pertinent disciplines required to successfully complete the Scope of Work.

Proposers are directed to the Standard of Care stated in Attachment E, Section X(B). Proposers should describe the manner in which they will meet or exceed this Standard of Care.

Proposer shall provide sufficient information to enable the Authority to understand and evaluate the Proposer's organization and management approach. At a minimum, Proposer shall provide a narrative that includes the following information related to the team's organization and management:

- A brief description of the composition of the right-of-way services team and how activities would be assigned.

- A description of how the right-of-way services team adds value and works toward the goal of achieving optimal efficiency for delivering the land to the Authority.

- A description of the Proposer team, including an organizational chart of the entire team.

- The location of the Proposer's and Subcontractors' headquarters and satellite office(s) and proposed methods of minimizing costs to the State. Indicate where each Key Personnel position will be based during the term of any contract.

- A description of the relationship between the prime Contractor and Subcontractors, and any successful past working relationship(s) between the Proposer team members.

- A description of any technical capabilities that would facilitate communicating with the Authority (i.e. internet capability and electronic reports).

For Work which will be accomplished by a Subcontractor(s), include a letter of commitment from the proposed Subcontractor(s), which shall include: the point-of-contact for the Subcontractor; the classifications or position titles, State licensing requirements for the job classifications or positions; and names and resumes, including any licenses and license numbers, of personnel in each job classification or position that will be made available for this Work as necessary to meet time frame performance requirements.

4.4.4 Key Personnel and Staffing Plan

Proposer's Key Personnel and staffing plan will be evaluated on the extent to which the qualifications and experience of each individual listed demonstrates that the Work can be effectively completed. All known Subcontractors shall be identified on Form A. For companies included as Subcontractors on more than one Proposer team, no Key Personnel resumes may be included in more than one Proposal.

All personnel assigned to the Project must perform the Work with the highest level of professional competency. Proposer shall provide a narrative of each individual proposed for a Key Personnel position highlighting the individual's relevant licensing or certification (as applicable), education and experience on similar projects. Resumes shall be limited to three (3) pages and must include the following:

- Summary chronologies of employment history including dates and titles at each firm.
- Names of projects on which the individual has been staffed, along with client name, city and state, and a brief description of duties.
- The individual's familiarity with the administration, management and technical expertise in performing pertinent tasks in the Scope of Work.

All associate or journeyman level acquisition and relocation agents shall have a minimum of three (3) years of experience performing the duties under the Scope of Work that are assigned to them. Proposers shall identify the percentage of time each individual proposed for a Key Personnel position will be available during the term of any contract. Individuals who are Senior Members of the International Right-of-Way Association (IRWA), or who hold other pertinent IRWA designations, are preferred. In addition to the services in the Scope of Work where performance by a licensed professional is required by law, the licenses specified in Section 6.1 of this RFP are preferred as to all Project personnel.

Resumes for individuals who are not identified as Key Personnel should not be included in the SOQ.

a. Project Manager – This individual will be responsible for the day-to-day activities of the right-of-way services team and the liaison with the Authority's Contract Manager. Project Management Professional Certification is preferred for this position.

b. Appraisal and Environmental Site Assessment Manager – This individual will be responsible for overseeing property appraisals and Phase II Environmental Site Assessments.

c. Acquisition and Condemnation Manager – This individual will be responsible for managing all property acquisition and condemnation proceedings.

d. Relocation Assistance Program Manager – This individual will be responsible for managing all relocation assistance activities in accordance with all applicable state and federal laws.

e. Quality Manager – This individual will be responsible for managing the professional quality, technical accuracy and coordination of all right-of-way services reports and activities.

f. Fiscal and Contract Manager – This individual will be responsible for tracking the fiscal operations and purchase agreements for each property acquisition.

4.4.5 Small Business Participation

For this solicitation the Authority has established a 30 percent SB Enterprise goal. The Proposer should refer to the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 20, 2012, and to Sections 6.4 and 6.4.1 of this RFP for additional details and requirements regarding the use of small and disadvantaged businesses on the Project. Proposals will be evaluated for compliance with the SB/DBE program.

Specifically, the Authority will evaluate if the Proposal meets the commitment of 30 percent and if the Proposer's approach will ensure that this commitment is met during performance of the contract. This 30 percent SB goal is inclusive of a 10 percent DBE commitment and a three percent DVBE goal.

Proposer shall list the name of each SB/DBE/DVBE Subcontractor that the Proposer will use during the course of the Work, the services each will provide, and the percentage of the Work each is anticipated to perform.

Proposer shall describe its approach and processes to be employed during the performance of the contract to ensure that the goals of the Authority's Revised Small Business Enterprise Program for Professional Services Contracts are met. It is expected that the approach and processes identified will be incorporated into the Proposer's Small Business Performance Plan, which will be a contract deliverable.

4.4.6 Cost Proposal

The Authority intends to award multiple contracts to provide right-of-way services. Contractors will be assigned Work through CWOs. CWOs will designate the parcel or group of parcels assigned to a Contractor and the services the Contractor is to provide, drawn from the services enumerated in the Scope of Work, attached as Attachment A to this RFP. The Authority reserves the right to compensate Contractors based on time expended or based on a fixed price lump sum for milestones completed, or any combination thereof. The Authority also reserves the right to retain a portion of any time and materials payment until the successful completion of the CWO. The Authority will not compensate Contractors for time or materials to rework or correct inaccurate, defective, or rejected Work. Contractors and their subcontractors must have a record keeping system capable of segregating time spent correcting inaccurate, defective, or rejected Work.

CWOs will be developed and assigned to Contractors at the absolute discretion of the Authority. CWOs may be assigned to Contractors on a rotational basis, based on Contractor's performance on prior CWOs, Contractor's workload and staff availability, or invitations by the Authority to submit CWO-specific proposals. The Authority reserves the right to withdraw CWOs from a Contractor and to reassign or self-perform the Work, compensating the Contractor only for services performed on the CWO prior to the date the CWO is withdrawn.

The Authority reserves the right to compensate Contractors by fixed price lump sum for milestones completed or by time expended by Task, as listed below. The Task numbers provided refer to the Scope of Work in Attachment A to this RFP.

Task 1: Administration and Project Management – compensated by time and materials.

Task 2: Appraisals – compensated by milestone payments determined by the type of property to be acquired.

Task 3.1: Phase I Environmental Site Assessments – compensated by milestone payments.

Task 3.2: Phase II Environmental Site Assessments – compensated by time and materials, with a holdback paid upon successful completion of the Task.

Task 4 through 4.4: Land Rights and Real Property Acquisition/Condemnation – compensated by time and materials, with a holdback paid upon successful completion of the Task.

Task 4.5a, 4.5b: Resolution of Necessity package preparation – compensated by milestone payments.

Task 4.5c: Resolution of Necessity litigation support – compensated by time and materials.

Task 5: Not Used.

Task 6: Relocation Assistance – compensated by time and materials, with a holdback paid upon successful completion of the Task.

Task 7: Other Real Property Services – compensated by time and materials, with a holdback paid upon successful completion of the Task.

Task 8: Quality – compensated by time and materials when paired with other Tasks compensated by time and materials; compensation for this Task is included in lump sum payments for Tasks paid by lump sum.

Task 9: Safety – compensated by time and materials when paired with other Tasks compensated by time and materials; compensation for this Task is included in lump sum payments for Tasks paid by lump sum.

Proposer's Cost Proposal will be scored based on the Proposer's response to the draft CWO in Attachment B. Proposers shall submit all cost information on Attachment C, Cost Proposal Worksheet, attached to this RFP. All Cost Proposal Worksheets must include anticipated expenses, including federally audited rates that shall serve as rate caps that shall remain binding for the term of the contract. The rates listed on the Cost Proposal Worksheet shall be fully loaded and include all direct and indirect costs, including overhead, taxes and profit incidental to the specified rates. The information provided on the Cost Proposal Worksheet shall become part of the final contract.

The successful Proposer shall provide all labor, materials, licenses, permits, and transportation necessary to perform all services required in the Scope of Work. The cost of such items shall be included in the rates provided on the Cost Proposal Worksheet. The purchase of equipment is not allowed under this contract. The successful Proposer is expected to provide all necessary equipment to perform the Scope of Work.

The estimated number of transactions and hours indicated on the Cost Proposal Worksheet will be used solely for computing the cost to determine the lowest Cost Proposal, and shall not be binding on the Authority; this RFP includes no guarantee of work.

In the event of a computational error, unit prices will prevail over extended totals. The Authority will check Cost Proposal calculations and recalculate Cost Proposal totals. A zero dollar ($0.00) amount listed for any and all items will be interpreted and understood by the Authority to mean that the Proposer shall perform such services at no cost to the Authority.

4.5 Organizational Conflicts of Interest

The Authority has adopted an Organizational Conflicts of Interest Policy (the "Policy") that will apply to this procurement and the resulting contract(s), in addition to the Authority's Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority's website:

http://www.hsr.ca.gov/docs/about/doing_business/Organizational_Conflict_Interest_Policy_Final9152011.pdf

Proposers are advised to carefully review the Policy, and to have their team members review the Policy, since it includes provisions that:

1. Preclude certain firms from participation in this procurement and
2. Affect the ability of the Proposers, their Subcontractors and their Affiliates (as defined in the Policy) to enter into business relationships with Authority consultants.

Failure to comply with the Policy in any respect, including the failure to disclose any actual, perceived or potential organizational conflict of interest, may result in serious consequences as described in Section V(2) of the Policy.

The Authority will only award a contract to a Proposer whose objectivity is not impaired because of any past, present or planned organizational conflict of interest, financial or otherwise. If any such conflict of interest is found to exist, the Authority may:

1. Disqualify the Proposer, or
2. Determine that it is otherwise in the best interest of the Authority to contract with such Proposer and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

Each Proposer shall fully disclose organizational conflicts of interest in its Proposal, using Form B. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Proposer. If nondisclosure or misrepresentation is discovered after award of the contract through this procurement process, the resulting contract may be terminated.

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is discovered following submittal of the Proposal, the Proposer will make an immediate and full written disclosure to the Authority that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts.

4.6 Confidentiality

All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Authority during this procurement process, including as part of a response to this RFP are, upon their receipt by the Authority, the property of the Authority and are subject to the Open Government Laws. None of the aforementioned materials will be returned to the submitting parties. Any materials that are delivered to the FRA are subject to the Freedom of Information Act (FOIA) or other Federal open records laws. Proposers should familiarize themselves with the Open Government Laws, including the Public Records Act and FOIA. In no event shall the State, the Authority, the FRA or any of their agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a Proposal submitted in response to this RFP or other information provided in connection with this procurement.

If a Proposer has special concerns about information that it desires to make available to the Authority but which it believes constitutes a trade secret, proprietary information, or other

information excepted from disclosure, such Proposer should specifically and conspicuously designate that information as “TRADE SECRET” or “CONFIDENTIAL” in its filed response to this RFP. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Authority be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants.

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, FOIA, U.S. DOT FOIA regulations (49 C.F.R. § 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or FOIA, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Public Records Act, FOIA and other applicable laws and their application to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority’s sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

5.0 Evaluation and Negotiation

The following summarizes the Proposal Review, Evaluation, and Negotiation processes.

5.1 Proposal Review

The Authority shall review and evaluate each Proposal to determine if it meets the requirements contained in Section 4 and Attachment B. Failure to meet the requirements of the RFP will result in the rejection of the Proposal.

The Authority may reject any Proposal if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the Proposal documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded a contract.

5.2 Proposer Evaluation

The minimum qualifications and Technical Proposals will be evaluated by the Authority on a consensus basis. The evaluation committee will first evaluate whether the Proposals meet the

minimum qualifications on a pass/fail basis. Proposers that meet all minimum qualifications will then have their Technical Proposals evaluated and scored. All Proposers who receive a score of 85 percent (595 points out of a possible 700 points) or higher will be invited to participate in discussions/interviews. After the interviews, the Cost Proposals will be opened and scored. The Proposer with the highest combined Technical and Cost Proposal score will be invited to meet with the Authority to ensure that all terms and conditions are mutually agreeable for award for the right-of-way services contract.

5.2.1 Minimum Qualifications

The Proposer must submit all of the required information as described in Attachment D: Minimum Qualifications Checklist. All of the information identified must be included for the Proposal to be considered responsive. Proposals with missing or incomplete information may be rejected. If a Proposer passes this phase, its Technical Proposal will be evaluated and scored.

5.2.2 Technical Proposal Evaluation

The Technical Proposal will be evaluated and scored in accordance with Attachment E: Written Proposal Evaluation Scoring Sheet. The Technical Proposal can receive a maximum of 700 points, or 70 percent of the total score.

5.2.3 Discussions/Interviews

The Authority will conduct interviews, at a minimum, with all Proposers receiving a score of 85 percent (595 points) or higher on the Technical Proposal. Discussions will be used to clarify the Technical Proposals and may result in an adjusted Technical Proposal score. Discussions will not be separately scored.

5.2.4 Cost Proposal Evaluation

The Proposer shall complete Attachment C: Cost Proposal when submitting its Cost Proposal. The Cost Proposals will not be opened until all Technical Proposals are evaluated and a final technical score is established. All Proposers invited to participate in discussions will have their Cost Proposals opened. A Cost Proposal can receive a maximum of 300 points, or 30 percent of the total score.

The Authority seeks Contractors capable of efficiently delivering quality and reasonably priced services, and Cost Proposals will be evaluated with attention paid to those factors. The lowest responsive Cost Proposal submitted will be awarded the full 300 points. The remaining responsive Cost Proposals will be awarded cost points based on the Cost Proposal Formula below:

(Lowest Cost Proposal/Other Cost Proposal) x 300 points = Other Cost Proposal Score

The Cost Proposal score will be added to the Technical Proposal score, and Proposers will be ranked by combined score. The Proposer with the highest combined score will be ranked first.

5.3 Contract Finalization Process

After the Proposer with the highest total Proposal score is determined, the Evaluation/Selection Committee will commence limited negotiations regarding mutually agreeable terms and conditions of the contract with the Apparent Best Value Proposers. If such limited negotiations are unsuccessful, the Authority will terminate all discussions with the top ranked Proposer and enter into negotiations with the next highest ranked Proposer and so on sequentially. After completion of successful negotiations, the Authority shall recommend multiple Proposals for contract awards to the Board for approval, if required by Board policy.

6.0 Additional Requirements Related to the Contract for Right-of-Way Services

The following contract provisions will be applicable upon execution of this contract:

6.1 Licensing Requirements

The Proposer shall be qualified to do business in the State and shall be properly licensed in accordance with the laws of the State at the time of the award of any contract resulting from this RFP. The Proposal must include information regarding California professional licenses held by the Proposer's Key Personnel, as appropriate, which may include but are not limited to the following:

- Certified General Real Estate Appraiser license from the California Office of Real Estate Appraisers
- A designation of Accredited Rural Appraiser (ARA) from the American Society of Farm Managers and Rural Appraisers
- Member of Appraisal Institute (MAI) from the Appraisal Institute, or equivalent Real Estate
- California Real Estate Brokers or Salesperson License issued by the California Bureau of Real Estate

6.2 Insurance

Without limiting the Proposer's indemnification of the Authority, and prior to commencement of the Work, the Proposer shall obtain, provide and maintain at its own expense during the term of any contract resulting from this RFP, policies of insurance of the type and amounts described below and in a form satisfactory to the Authority.

6.2.1 Workers' Compensation Insurance

The Proposer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars ($1,000,000)).

6.2.2 General Liability Insurance

The Proposer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than three million dollars ($3,000,000) per occurrence and three million dollars ($3,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

6.2.3 Automobile Liability Insurance

The Proposer shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Proposer arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

6.2.4 Professional Liability (Errors & Omissions) Insurance

The Proposer shall maintain professional liability insurance that covers the Work to be performed in connection with any Agreement resulting from this RFP, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement.

6.2.5 Environmental Professional Liability Insurance.

Environmental Professional Liability Insurance shall be written on a form acceptable to Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability insurance or as a stand-alone policy. The policy limit shall be no less than one million dollars ($1,000,000) per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” If the insured is using subconsultants, the Policy must include work performed “by or on behalf” of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement. The cost of such insurance shall be included in Proposer’s Cost Proposal. Insurance as required in this paragraph above may not exclude:

(a) Bodily injury;

(b) Property damage;

(c) Pollution conditions arising out of environmental work;

(d) Asbestos-related claims;

(e) Testing, monitoring, measuring operations, or laboratory analyses.

6.2.6 Other Provisions or Requirements

6.2.6.1 Proof of Insurance

The Proposer shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance policies, certificates and endorsements must be approved by the Authority's Risk Manager prior to commencement of work. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.2.6.2 Duration of Coverage

The Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Proposer, his agents, representatives, employees or Subcontractors. The Proposer agrees to maintain professional liability insurance for a period of no less than three (3) years after completion of the work under any contract resulting from this RFP.

6.2.6.3 Authority's Rights of Enforcement

In the event any policy of insurance required under any contract resulting from this RFP does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by the Proposer or the Authority will withhold amounts sufficient to pay premium from the Proposer's payments. In the alternative, the Authority may cancel the contract.

6.2.6.4 Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State, with an assigned policyholder Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

6.2.6.5 Waiver of Subrogation

Workers' compensation insurance policies must be endorsed to waive the insurer's right of subrogation. All other insurance coverage maintained or procured pursuant to this agreement, except for professional liability, shall specifically allow the Proposer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss or, in the alternative, shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees and volunteers. The Proposer hereby waives its own right of recovery against the Authority, and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

6.2.6.6 Enforcement of Contract Provisions (non estoppel)

The Proposer acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform the Proposer of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

6.2.6.7 No Limitation

Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. All insurance coverage and limits provided by the Proposer and available or applicable to this contract are intended to apply to the full extent of the policies. Nothing contained in this contract limits the application of such insurance coverage.

6.2.6.8 Notice of Cancellation

The Proposer agrees to oblige its insurance agent or broker and insurers to provide to the Authority with 30 days' notice of cancellation (except for nonpayment, for which 10 days' notice is required) or nonrenewal of coverage for each required coverage.

6.2.6.9 Additional Insured Status

General liability policies shall provide or be endorsed to provide the Authority and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

6.2.6.10 Authority's Right to Revise Specifications

The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Proposer 90 days advance written notice of such change. If such change results in substantial additional cost to the Proposer, the Authority and Proposer may renegotiate the Proposer's compensation.

6.2.6.11 Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

6.2.6.12 Timely Notice of Claims

The Proposer shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from the Proposer's performance under any contract resulting from this RFP, and that involve or may involve coverage under any of the required liability policies.

6.2.6.13 Additional Insurance

The Proposer shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the Work.

6.2.6.14 Subcontractors

To the extent that the Proposer engages the services of Subcontractors, the Proposer agrees to require the same insurance as required of the Proposer, except as to limits. The limits for Subcontractors shall be no more than one million dollars ($1,000,000) in coverage on insurance for which a limit is specified above.

6.3 Recycling Certification

The Proposer shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled products, both post-consumer material and secondary material as defined in the Public Contract Code section 12200, et seq. This certification shall be made based on material, goods, or supplies offered or products used in the performance of the contract for right-of-way services, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, section 12200. Proposer may certify that the product contains zero recycled content. (PCC § 12205(a)(1).) The Proposer shall also comply with all applicable requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

6.4 Disadvantaged Business Enterprises

The Authority encourages the Proposer to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for certain U.S. DOT agencies in 49 C.F.R. Part 26) in carrying out the right-of-way services.

The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of the right-of-way services. The Proposer shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this FRA U.S. DOT-assisted contract. Failure by the Proposer to carry out these requirements will be considered a material breach of the contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate. Each subcontract the Proposer signs with a Subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

6.4.1 Small and Disadvantaged Business Enterprise Program

The Proposer shall comply with the Authority's Small and Disadvantaged Business Enterprise Program, which establishes an overall **30 percent** goal for small business utilization in the Authority's contracting and procurement program. The Proposer shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246, and Title VI of the Civil Rights Act of 1964 and related statutes.

More detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Small and Disadvantaged Business Enterprise Program on the Authority's Small Business resource web page:

http://www.hsr.ca.gov/Programs/Small_Business/index.html.

6.5 Subcontracting

The Proposer shall perform the Work contemplated with resources available within its own organization and shall contract no portion of the work without written authorization, except that which is expressly identified in its Proposal. Any subcontract in excess of $25,000 shall contain all the provisions stipulated in the right-of-way services contract to be applicable to Subcontractors. Any substitution of Subcontractors must be approved in writing by the Authority's Contracts Manager in advance of assigning any Work to a substitute Subcontractor. No prime contractor may be on more than one contract awarded under this RFP. For companies included as Subcontractors on more than one Proposer team, no Key Personnel resumes may be included in more than one Proposal, pursuant to Section 4.4.2.1 of this RFP. All federal provisions enumerated in Attachment G to this RFP shall be included in all contracts with Subcontractors or subconsultants, unless otherwise noted.

6.6 Prevailing Wages

Pursuant to the provisions of Section 1773 of the Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code, Section 1773.1, apprenticeship or other training programs authorized by Labor Code, Section 3093, and similar purposes) as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at the Authority's offices, and will be furnished to the Proposer and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, the Proposer may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for right-of-way services.

6.7 Force Majeure

Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Proposer shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Proposer arises out of a default of its Subcontractor, and if such default arises out of the following:

- Causes beyond the control of both the Proposer and Subcontractor, and
- Without the fault or negligence of either of them.

However, with respect to supplies or services to be furnished by the Subcontractor that were obtainable from other sources in sufficient time to permit the Proposer to meet the required performance schedule, the Proposer and its Subcontractors will be held liable for damages of such delay or failure.

7.0 Protest Procedures

A Proposer may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest with withdrawn, or the Authority cancels the RFP, or DGS decides the matter.

Please note the following:

- Protests are limited to the grounds contained in the California PCC Section 10345.
- During the five (5) working days that the Notice of Intent to Award is posted, protests must be filed with the DGS Legal Office and the Authority Office of Contracts and Procurement.
- Within five (5) days after filing the protest, the protesting Proposer must file with DGS and the Authority's Designated Point-of-Contact listed in Section 1.3 of this RFP a full and complete written statement specifying the grounds for the protest.
- If the protest is withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Proposer and the Authority for the DGS hearing officer consideration.
- The Authority shall comply with the procedures outlined in PCC Section 10344 in the determination of any protest resulting from this RFP.

Attachment A: Scope of Work

About This Section

This section describes the scope of work, deliverables, and key dates under the direction of the Authority Contract Manager (ACM), the winning "Contractor(s)" will be asked to perform. Proposals shall demonstrate the qualifications to effectively provide the services needed.

Description of Services

The Authority intends to select multiple full-service Contractor team(s) to provide rights of way and real property services, as requested by Contract Work Orders (CWOs), for properties between specified areas of the First Construction Segment (FCS), which extends through the Central Valley counties of Madera, Fresno, Tulare, Kings and Kern. Additionally, subject to all requisite environmental approvals, work may extend to the north of the FCS, including the alignment up to the city of Merced through the "Wye" configuration and south to the southern end of CP-4, along approved alignments and alignments currently being evaluated. The contractor may be working with Federal Railroad Administration (FRA), California Public Works Board (PWB), California Department of Transportation (Caltrans), Department of General Services (DGS), Department of Finance (DOF), partnering agencies, and other consultant teams on the California High-Speed Train Design-Build Project under the direction of the Authority's Director of Real Property. Contractor(s) may provide a portion or all of the services described herein as specifically requested by CWOs.

The services will be performed primarily in California's Central Valley in the Counties of Merced, Madera, Fresno, Kings, Tulare and Kern. The Authority requires that the Contractor maintain a temporary or permanent office in one of these counties staffed and open for business during normal business hours throughout the term of the contract.

The Contractor(s) and/or combination of the team shall have at least 10 years of experience performing real property acquisition services for governmental agencies, and demonstrated experience and familiarity with real estate transactions and issues in the Central Valley.

Task 1: Administration and Project Management

The Contractor(s) shall manage a team capable of undertaking all work assignments identified in this Scope of Work. All contract tasks performed by the team shall be directed by the Contractor(s) and assigned and authorized by the Authority's Contract Manager.

The Contractor shall fully cooperate with the other contractors and with employees of the Authority and its representatives, and shall carefully adapt scheduling and work performance under this contract to accommodate other contractor work, heeding any direction that may be provided by the Authority. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor. If the Contractor asserts that any of

Authority's other contractors have interfered with the work, then the Contractor's sole remedy shall be to seek recourse against such other contractors.

This is a "Contract Work Order" Contract and no work shall be undertaken unless authorized by the Authority through a specific written document called a Contract Work Order (CWO). CWOs specifying the tasks, deliverables, and costs shall be used for all work assignments. CWOs for technical tasks will be made on an as-needed basis. It is anticipated that CWOs may include a minimum of 50 parcels, up to a maximum of 200 parcels, however the number of parcels included in a CWO is entirely at the discretion of the Authority. The specific task(s) and the degree of effort for each task will vary.

At the direction of the Authority, and to meet overall project schedules, the Contractor shall provide project management services for all functions and tasks under this contract. Project Management may consist of, but is not limited to the following:

- Participate in the preparation of CWOs in accordance with clauses in this Agreement, using the CWO template in Exhibit B or as revised.
- Monitor and Track each CWO and the Overall Contract. Ascertain the fiscal status of each CWO and the overall contract, prevent accumulation of cost overruns, determine if each CWO is on schedule, determine that all deliverables have been submitted and accepted and track the start, progress and closure for each CWO.
- Manage plans, schedules, coordinate and manage the real property functions and tasks required under this contract at the direction of the Authority to meet the Authority's overall project schedules, and ensure completion of functions and tasks based on project timelines.

Task 1.1 Attend Kick-Off Meeting:

Attend a "kick-off" meeting with the ACM and the Authority's Office of Contracts and Procurement. Prior to the kick-off meeting, the ACM will provide an agenda to all potential meeting participants. The ACM shall designate the date of this meeting to be held at Authority headquarters. The Contractor shall bring their Project Manager, Contracts Administrator, Accounting Officer and others designated by the ACM to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.

The administrative portion of the meeting shall include, but not be limited to, the following:

- Terms and conditions of the Agreement;
- Invoicing.

The technical portion of the meeting shall include, but not be limited to, the following:

- The ACM's expectations for accomplishing tasks described in the Scope of Work;
- An updated Schedule of Deliverables (if necessary);
- Processes for submitting, reviewing and approving Progress Reports, Task Deliverables and Final Report.

Task 1.2 Progress Reports:

The Contractor shall prepare progress reports on a weekly basis that include project schedules, progress by task-to-date, description of the progress, including identification of problems, proposed solutions and revised completion dates if necessary and earned value reporting. The progress shall also indicate, in percentage form for each task, the amount of work completed and the budget expended to date, and any anticipated cost overruns. Each progress report is due to the ACM within five (5) working days after the end of the reporting period.

The Project Manager shall manage the baseline Right-of-Way Acquisition plans assigned to it for acquisition of real property and other Right-of-Way Activities for each construction contract. The Project Manager is required to coordinate through the Authority as needed with each DB Construction Contractor(s) to mitigate against any changes in construction schedule or right-of-way acquisition schedule. Each party shall proactively work together to reduce overall schedule risk when changes occur.

Contractor shall use the Authority's ROW Management Information System software to prepare and report project schedules. Other reports may be submitted utilizing software considered typical for the type of report, though the Authority may specify formatting and software requirements for other types of reports.

The Project Manager also provides information, reporting, and assistance to the ACM on issues related to, but not limited to, complex negotiations, program scheduling and budgeting, condemnation and eminent domain proceedings, and ROW Project Certifications as required for Design-Build Contractor(s).

The Project Manager shall meet bi-weekly with the ACM or as requested by the ACM for progress updates, resolution discussions, direction and planning purposes.

The Project Manager shall provide a Workforce Analysis Plan for the Contractor and each Subcontractor with 50 or more employees. If the Contractor or a Subcontractor has less than 50 employees, provide a statement to that effect.

Task 1.3 Risk Management Plan:

The Contractor shall develop a risk management plan for review and approval by the ACM. The risk management plan shall be finalized with input from the ACM. The risk management plan shall address, but is not limited to, the following:

- Risk Identification and Assessment – Examine the elements of Project definition and management processes to ''surface'' the associated risks and their root causes and assess the potential impacts and likelihood of occurrence;
- Risk Mitigation – Develop a process that identifies, evaluates, selects, and implements options to set risk at acceptable levels, given Project constraints and objectives;

- Risk Mitigation Coordination – Coordinate proactive coordination with the Authority of Project risk mitigation measures that impact the delivery of the Program goals; and

- Implementation and Review of the risk management plan.

The Contractor shall submit a monthly risk management report detailing, by exception, activities against risk items identified in the plan.

Task 1.4 Administer Subcontracts:

A Subcontractor is defined as a firm or individual expert or consultant with right-of-way expertise to supplement the Contractor's expertise. The Contractor, in conjunction with the Subcontractors, is referred to as the Contractor Team. The Authority reserves the right to use some or all of the Subcontractors belonging to the Contractor Team, and to remove, approve and/or designate additional Subcontractors during the contract term. The Contractor shall manage and coordinate all Subcontracts and is responsible for the quality of all Subcontractor work and activities, and the Authority will assign all work to the Contractor.

- Any Subcontractor whose work within the proposal would be essential to completion of the tasks in this agreement must be identified as a “key” Subcontractor and identified specifically in the proposal.

- When Subcontractors are hired or replaced in conjunction with the contract, the Contractor must comply with the Authority’s Small Business Participation Program Plan, as set forth in this RFP.

- The Contractor shall work directly with and report to the ACM on subcontract status and Subcontractor work assignments and progress. The Contractor shall ensure that the ACM has necessary access to and communication with all involved Subcontractors and the Contractor shall facilitate and coordinate, as necessary, the Subcontractors’ access to and communication with the ACM.

- The Contractor shall ensure that all Subcontractors provide the ACM with copies of all final, approved work statement deliverables. All scope of work deliverables from the Contractor team must be submitted as drafts for review by the ACM.

- Establish and maintain contractual agreements with entities performing the work.

- Develop project schedules and assign work.

- Manage Subcontractor activities in accordance with the Subcontractor clauses in this Agreement.

- Provide oversight and review of reports and documentation.

- Comment on the content of products and deliverables.

- Ensure that tasks are completed efficiently, on schedule, and within the budget.
- Perform QA/QC on all deliverables submitted to the Authority.
- Review and approve all invoices and provide audit and accounting services for Subcontractors.
- Ensures that work and work products satisfy all requirements of applicable laws, statutes, regulations, Authority policies, and Authority procedures.
- Ensures that all persons working under this contract have appropriate licenses for the work assigned, completed, and approved.
- Approves by signature that all documents, files, diaries and records are complete, accurate and in accordance with applicable standards, laws, and regulations.
- Meets with and exchanges project information with other participating agencies as directed by Authority.
- Plans, schedules, notices, advertises as necessary, prepares exhibits for, coordinates, and presents at meetings with private landowners, public agencies, and utilities.
- Ensures delivery of Right-of-Way Project Certification(s) as required for Design-Build Contractor(s) in a format to be determined.
- Resolve Subcontractor issues.
- Provide prompt payment to Subcontractors.

Task 1.5 Prepare and Submit Invoices:

Provide invoices in accordance with the Invoice Clauses in this Agreement using the process to be determined by the ACM.

The Contractor shall require Subcontractors to provide invoices that correctly identify expenses charged to each contract task. The Contractor shall provide all Subcontractor invoices for which Contractor is seeking compensation, to the ACM, showing funds authorized, invoices submitted, and status.

Task 1.6 Information and Project Tracking Systems:

A ROW database is being developed by the Authority and will be used as a collaborative document control within the Authority to interface with the data and documents. Contractor shall update the Authority's database with progress data on a schedule and format to be determined by the Authority.

Task 1.7 Provide a Final Contract Report:

The Contractor shall prepare a draft final report that includes all tasks for review and approval by the ACM. The Contractor shall also provide an executive summary of the work that took place under this agreement. The format and contents shall be specified by the ACM. The draft final report must be delivered to the ACM at least 90 days before the termination date of this contract. Once agreement has been reached on the draft final report, the Contractor shall submit the final report accompanied by the final invoice.

Task 1.8 Participate in a Final Meeting:

Meet with the Authority to discuss the overall contract and its closeout. The final meeting must be completed during the term of this Agreement. The ACM will determine the appropriate meeting participants. The meeting shall include a discussion of:

- Final invoicing and release of retention, and
- Preparation of a schedule for completing the closeout activities for this Agreement.

There will be written documentation of the meeting agreements, and a schedule for completing closeout activities.

Task 2: Appraisals

The Contractor shall provide appraisal services for the fair market value of the real property to be acquired. The Contractor shall mail or deliver to the property owner a letter, in a format for Limited English Proficient individuals and in a form prescribed by the Authority, notifying the property owner of the intent to appraise (i.e., Notice of Decision to Appraise) and of the property owner's right to accompany the appraiser during the appraiser's inspection of the property. All work shall be performed in compliance with the Guidelines, Standards and Requirements shown below.

2.1 All appraisals and appraisal reviews shall meet the requirements of 49 CFR Part 24, Section 24.103 and Section 24.104 that are intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP). Appraisals and appraisal reviews shall be promptly delivered to the Authority, and in no event shall delivery occur more than 30 days from the appraisal date of value.

2.2 The Contractor shall provide appraisal review services developing and reporting an opinion about the quality of another appraiser's work. Appraisal reviews shall be subcontracted to a Subcontractor that has no relationship to the Contractor or Subcontractor that prepared the appraisal that is assigned for review, and personnel performing a review may not have been an appraiser who prepared any of the appraisals for the project.

Reviewers working under this contract must be appraisers who meet all the qualifications of appraisers required under this contract, and who also meet the USPAP Competency Rule. Appraisal reviews shall meet all USPAP requirements and standards.

2.3 The Contractor shall provide other appraisal and valuation determination services as required, and in conformance with 2.1 herein, which may include, but not be limited to the following:

- Appraisal of Furniture, Fixtures and Equipment
- Appraisal of Special Use Properties
- Appraisal of Railroad Property
- Appraisal of Loss of Business Goodwill
- Securing "Expert Witness" Appraisals
- Appraisal Revisions and/or Updates
- Confirmation of Fair Market Value in Support of Condemnation
- Appraisal of Parcels for Environmental Mitigation Purposes
- Identification of personal property not included in the valuation of the real estate

2.4 Guidelines, Standards and Requirements

Caltrans' Right-of-Way Manual Chapter 7, and other Chapters as required, shall be utilized for direction and guidance for all work performed under this task until such time as the Authority's Right-of-Way Manual is published, except as provided for in existing Authority policy and/or procedure.

Appraisals will generally conform where appropriate to the appraisal assignment to the Cal Trans Right of Way manual Chapter 7, specifically but not limited to the provisions of 7.03.02.00 which in part requires the inclusion of a form RW 7-9 requiring the separation of values for Land and improvements' for both the Right of Way being acquired and for any excess land also being acquired. Additionally where excess is to be acquired the valuation of the required Right of Way and the excess will be the primary appraisal. However an alternative value will be required to be included which estimates the value of only the required Right of Way and the net severance damages to the remainder(s).

The appraiser's attention is specifically drawn to the following sections of the Right of Way manual that must be considered or adhered to as appropriate for the appraisal assignment;

7.01.04.02- Jurisdictional exceptions
7.03.04.01- Uneconomic in the market
7.03.04.02- Uneconomic to the owner
7.03.06.00- Allocation between excess and right of way
7.03.07.00- Excess Parcel Inventory (form RW 7-13)
7.03.08.00- Rental Rates (exhibit 7-ex-3)
7.04.04.00- Mineral, water, oil and gas rights

7.04.06.00- Lease Hold Interests “Bonus Value”
7.04.08.00- Access Rights
7.04.12.07- Valuation-Hazardous Waste
7.07.14.00- Tenant or Lessee owned improvements
7.01.12.00- Responsibility for Providing RAP information
In addition to preparing and supplying the Parcel Occupancy Data (form RW 7-2) after the first contact with the owner, the appraiser will be REQUIRED to invite the assigned relocation agent to accompany the appraiser during the inspection of the property, for the purpose of identifying and reaching an agreement with the owner on machinery, equipment and fixtures and or improvements pertaining to the reality and the ownership of these items (owner or tenant)

Documenting the process and all work activities and property owner contacts in a parcel diary and in the database as described in Task 1.6.

Task 3: Phase I and Phase II Environmental Site Assessments (ESA)

To complete the appraisal process, Phase I and Phase II ESAs will be required. All pertinent information included in technical reports prepared in support of the environmental review process shall be considered when performing this subtask. ESAs shall comply with American Society for Testing and Materials International (ASTM) Practice E1527-05. The Contractor shall prepare a complete work plan to document assumptions and limiting conditions that are normal to this type of work. For partial acquisitions, the work will be limited to the acquisition areas only and not the entire parcel.

Evaluation reports shall be logged in the database as described in Task 1.6.

3.1 Phase I Environmental Site Assessments

Phase I ESAs will be required.

3.2 Phase II Environmental Site Assessments

Phase II ESAs may be required, when applicable. Phase II ESAs will be performed in accordance with ASTM Standard 1903-11.

Task 4: Land Rights and Real Property Acquisition/Condemnation

The Contractor shall provide land rights and real property acquisition services, including but not limited to:

- Performing and Coordinating all phases of property rights acquisition until the Authority files an eminent Domain law suit at which time negotiations will be turned over to Authority’s Legal Team;

- Assuring all phases of the acquisition process are coordinated to meet all project schedules;
- Documenting the process and all work activities and property owner contacts in a parcel diary and in the database as described in Task 1.6;
- Maintaining all necessary records and documents, and preparing status reports throughout the acquisition process;
- Ordering Preliminary Reports of title prior to the acquisition process and coordinating all acquisition title requirements;
- Developing, presenting, and negotiating all phases of the acquisition process using Authority standard documents;
- Coordinating all phases of escrow;
- Providing condemnation support, including Resolution of Necessity package preparation, which includes a litigation guarantee and current appraisal assurance;
- Ensuring non-discrimination in all phases of acquisition; and
- Ensuring compliance with the Environmental Justice Policy and Guidelines.

All work shall be performed in compliance with the Guidelines, Standards and Requirements shown below.

4.1 Purchase documents, known collectively as the first written offer, includes at a minimum a cover letter explicitly stating the offer being made, Authority Acquisition Brochure "Your Property, Your High-Speed Rail Project," "What is Title VI?" hand out, "Private Property & High Speed Rail Your Questions answered" hand out, copy of the fair market value appraisal, three copies of a Right-of-way Contract, appraisal map, deeds, Receipt of offer, Certification of Tenants, and Payee Data Record form. The purchase documents must also include all required Relocation Assistance Program (RAP) documents if RAP is applicable.

Within one week of receiving approved appraisal, the contractor shall order a Litigation Guarantee in an amount to match the approved appraisal value. The contractor shall also meet and deliver the Purchase documents to the property owner within one week of receiving the approved appraisal, or in the case of out of town owners or unavailable owners mail the Purchase documents.

4.2 The Contractor shall contact property owner or their authorized representative in the language understood by the owner, by phone or in-person at least once a week, working toward owner signature on the purchase documents. Contractor shall perform negotiations with a minimum of four in-person field visit contacts and within 30 days of mailing or delivering the purchase documents. Performance of negotiations includes

explaining the fair market value appraisal, supplying answers to owner questions, supplying maps, project plans, or other exhibits requested by landowner, looking at additional data or sales provided by owner, and obtaining owner signature(s) on the deed and three copies of the Right-of-Way Contract.

If owner signature(s) have not been obtained within the 30 days of mailing or delivering the purchase documents, or if negotiations reach an impasse, prior to 30 days, the Contractor shall provide a completed and Quality checked Resolution of Necessity Request to the Authority for processing. Negotiations with the owner are to continue until the filling of an action in eminent domain at which time negotiations will be turned over to the Authority's Legal Team. If the owner counters with a reasonable offer to sell, the Contractor shall provide the Authority a written report within three days describing all owner contacts, owner concerns and requests and how they were addressed by the Contractor, other information or comments received or transmitted during the contacts, reasons why owner declined to sign, and any property owner requested or Contractor recommended conditions under which property owner will sign. Authority will respond within one week to any request.

4.3 Within one week of Contractor receipt of Authority concurrence with Contractor's recommended or property owner's requested conditions of settlement or Authority's counterproposal, Contractor shall obtain owner signature(s) on the purchase documents with the terms approved by Authority. A reasonable extension may be granted if the property owner is unavailable during that week.

4.4 Within one week of receiving owner signatures on the purchase documents, contractor shall submit to the Authority a completed standard Memorandum of Settlement (MOS) package via overnight delivery and the database described in Task 1.6. The MOS package shall at a minimum include:

- The original signed and notarized deed;
- Three (3) signed copies of the Right-of-Way Contract or Possession and Use Agreement each with original signature(s);

  > Title Report

  > Appraisal Map

  > Current Appraisal/JC approval

  > Administrative Settlement Memo (if required)

  > Parcel Diary

  > Owner Certification of Tenants/Occupants

  > Memo regarding Excess Purchase

- Acquisition Invoice;

  > Copy of Offer Letter and receipt for delivery

  > Construction Memo

  > Copy of PWB Site selection

  > Federal Participation memo

- Signed and completed Payee Data Record;

- Signed Escrow Instructions which follows standard Authority instructions for clearing title at close of escrow and matching the Right of Way contract or Possession and Use Agreement; and

- Certification and checklist from the Contractor's Quality Manager that the package is complete to all applicable standards.

Upon the Authority's return to Contractor of one fully approved and executed settlement package, Contractor shall distribute the executed Right-of-Way Contract within five (5) working days to owner. Contractor shall monitor and assure that escrow closure is prompt, and shall respond to any escrow questions or issues to assure prompt escrow closure. Contractor shall provide acquisition agent support and document preparation for all phases of condemnation when necessary.

4.5 Provide condemnation support, including Resolution of Necessity package preparation:

a. Fifteen days after the initiation of negotiations, it is the responsibility of the Contractor to insure that it has performed the following: received the necessary Condemnation mapping and legal descriptions as required for the Resolution of Necessity (RON) package; requested the necessary Litigation Guarantee as required by Section 4.1; and ensured that delivery of the required Litigation Guarantee is scheduled prior to its required submittal of the RON Package. If the appraisal or Memorandum of Appraisal Update will be more than six (6) months old at the time of submittal of the RON Package, the Contractor is responsible for timely requesting from the appraiser a Confirmation of Market Value (CMV), which must be included in the RON Package. The legal descriptions are required to separate out the portion of the property required for ROW from any portion that is excess or an uneconomic remainder and proposed for condemnation. An assessment of owner's intentions regarding excess land (if any), and regarding whether the owner intends to grant a Possession and Use Agreement (PAU) will be documented in the parcel diary.

b. Prior to or at the expiration of the 30 days of negotiations, the Contractor will provide a complete and fully documented "Request for Resolution of Necessity" if a settlement has not been reached or a PAU has not been signed. The appropriate legal descriptions and mapping are required for the request for RON. The litigation guarantee is strongly

preferred at this time, but the request may go forward without this so long as it is noted that it has been ordered.

c. The Contractor must explain to the owner by the end of the 30 days that the Authority's schedule requires the Contractor to begin preparation for eminent domain if the Contractor and the owner do not reach an agreement or the owner does not grant a PAU. The Contractor shall clearly explain the RON and condemnation processes and also explain that the owner will be receiving a notice of a RON hearing from the Public Works Board (PWB) in approximately 2-3 weeks, however, it will be approximately 3 months before any action is filed with the courts. During this time negotiations will continue in good faith and shall include a minimum of five additional meetings with the owner. The Contractor shall explain the RON process and emphasize that valuation will not be considered when the PWB considers passing a RON, as only the four (4) items specified in the Code of Civil Procedure Section 1245.230, et. seq., will be considered.

4.6 Guidelines, Standards and Requirements

Caltrans' Right-of-Way Manual Chapters 8 and 9, and other Chapters as required, shall be utilized for direction and guidance for all work performed under this Task until such time as the Authority's Right-of-Way Manual is published, except as provided for in existing Authority policy and/or procedure.

Task 5: Not Used

Task 6: Relocation Assistance

The Contractor shall adhere to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended) (Uniform Act) and Title 49 Code of Federal Regulations (CFR) Part 24; and will provide Relocation Assistance Program (RAP) services that ensure displaced persons are treated fairly, consistently, and equitably so that such persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole.

The Contractor's assigned Project Manager shall plan, organize, and implement all activities required by the Uniform Act and Title 49 CFR Part 24 on a schedule dictated by and designed to meet all project construction and other schedules. Relocation Assistance tasks to be performed under this contract include, but are not limited to:

- Relocation planning which includes preparing a Relocation Impact Study, Last Resort Housing Plan, and Cost Estimate for the project;
- Relocation assistance services which provide Relocation Advisors to implement the Relocation Program and provide affected occupants all information and assistance to identify replacement sites;

- Housing valuation studies to establish maximum Replacement Housing Payments and update the studies to keep the costs current;

- Site searching services to provide continuing site availability to affected occupants, and provide residential relocation assistance services, including a Relocation Advisor for each household;

- Assist displaced persons in the execution of proper Relocation Claim forms to ensure that they get all benefits to which they are entitled and promptly process the claims to the Authority for payment.

- Non-residential relocation assistance services for each affected non-residential occupant; and,

- Additional work that may include court and/or appeals related services in connection with any service provided to a RAP client and/or in support of a condemnation process.

Caltrans' Right-of-Way Manual Chapter 10, and other Chapters as required, shall be utilized for direction and guidance for all work performed under this Task until such time as the Authority's Right-of-Way Manual is published, except as provided for in existing Authority policy and/or procedure.

Task 7: Other Real Property Services

Services under this contract may include all real property services that would reasonably be performed by the Authority, and may include real property services not specified above, based on the needs of the Authority. These real property services may include, but are not limited to:

- Obtaining Agreements for Possession and Use;

- Obtaining Permits to Enter (PTE)s for environmental and/or Preliminary engineering purposes;

- Obtaining Permits to Enter and Construct (PEC) and Rights of Entry (RE);

- Obtaining Temporary Construction Easements (TCE);

- Obtaining agreements for road or railroad relocations;

- Coordinating project site visits with regulatory agencies;

- Negotiating damage contracts for damages to private property such as gates, fences, driveways during construction;

- Negotiating borrow agreements;

- Obtaining encroachment permits;

- Coordinating the issuance of encroachment permits;
- Identifying and clearing existing encroachments;
- Demolition and clearance of improvements;
- Negotiating ground lease agreements;
- Completing real property acquisition estimates;
- Providing escrow and title services (to include title insurance and may include litigation guarantees); and,
- Provide property management services.

Task 8: Quality

The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all reports, deliverables and other services furnished under this Contract. The Contractor shall provide quality management and first-level review of reports and documentation; comment on the content of products and deliverables; ensure that tasks are completed efficiently, on schedule, and within the budget; review and approve all invoices and provide audit and accounting services for all CWOs. The Contractor's Quality Management System shall follow the principles of ISO 9001.

Task 9: Safety

The Authority is committed to providing a safe and secure travel and work environment. Therefore, safety, accident prevention, and security breach prevention must be incorporated into the performance of every employee task. All Authority and Contractor personnel are charged with the responsibility for ensuring the safety and security of employees, contractors, emergency responders, and the public who come in contact with the Authority. Each individual and organization is responsible for hazard and vulnerability management, for applying the processes that are designed to ensure safety and security, and for maintaining established safety and security standards, consistent with their position and organizational function. Through a cooperative team effort and the systemic application of safety and security principles, the California High-Speed Rail shall be designed, constructed, tested, and placed into service in a safe and secure manner.

Attachment B: Sample Contract Work Order for Cost Proposers

Contractor shall provide an estimate of the cost to complete the following sample CWOs:

Assumptions for all sample CWOs:

1. Appraisal Maps, Phase I/II Environmental Site Assessments(ESA) and Preliminary Title Reports(PTR) are provided to the contractor at time of Notice to Proceed(NTP)

2. Funding is available

3. Support for ROW Engineering and Title services is provided by others

Provide an estimate that includes:

1. Person hour estimate by position title using the contractors maximum hourly rate (including OH & Profit) for each deliverable

2. Estimate other direct cost (ODC) per deliverable. Include mileage

3. Estimate time to complete the deliverable from NTP to final acceptance by the Authority

4. Brief description of no more than ½ page of the Contractors understanding of the Scope of Work (SOW) for each CWO

SCOPE OF WORK

CWO-1

This parcel is a large commercial property within the City limits of a central valley town with the following characteristics:

1. Owner is a corporation with out of town head quarters
2. The owners are represented by an attorney within the State but not locally
3. A major relocation is required and is anticipated to take 2 years
4. The owner is opposed to the HST Project and have indicated they will go through condemnation

Deliverables:

1. Appraisal
2. Acquisition support through filing of condemnation suit
3. Relocation

CWO-2

This parcel is a commercial property within the City limits of a central valley town with the following characteristics:

1. Owners are local
2. The owners are not represented by an attorney
3. Relocation is required for 12 tenants and is anticipated to take one (1) year
4. The owners are in favor of the HST Project and have indicated they will not go through condemnation but feel that the HSR will not offer a fair price but they will be able to negotiate an administrative settlement

Deliverables:

1. Appraisal
2. Acquisition through close of escrow
3. Relocation

CWO-3

This parcel is agricultural and the HST will sever the parcel leaving an uneconomic remnant

1. Family owned operation that opposes the HST project
2. Politically well connected
3. Local attorney
4. No relocation

Deliverables:

1. Appraisal
2. Acquisition support through filing of condemnation suit
3. Relocation

CWO-4

This parcel is a residential lot within a central valley city

1. Single family residential
2. Full acquisition
3. No opposition to project
4. Relocation required

Deliverables:

1. Appraisal
2. Acquisition support through close of escrow
3. Relocation

Attachment C: Cost Proposal Worksheets

Sample Contract Work Order Template				
California High Speed Rail Authority		Contractor Business Name:		
770 L Street, Suite 800		Date:		
Sacramento, CA 95814				
Deliverables CWO-1	Total Hours	Total Labor	ODC's	Total
Appraisal				
Acquisition support through filing of condemnation suit				
Relocation				
Subtotal CWO-1				
Deliverables CWO-2	Total Hours	Total Labor	ODC's	Total
Appraisal				
Acquisition through close of escrow				
Relocation				
Subtotal CWO-2				
Deliverables CWO-3	Total Hours	Total Labor	ODC's	Total
Appraisal				
Acquisition support through filing of condemnation suit				
Subtotal CWO-3				
Deliverables CWO-4	Total Hours	Total Labor	ODC's	Total
Appraisal				
Acquisition support through close of escrow				
Relocation				
Subtotal CWO-4				
Total CWO				

Sample Contract Work Order Template

California High Speed Rail Authority				Contractor Business Name:		
770 L Street, Suite 800				Date:		
Sacramento, CA 95814						

CWO-1

	Billable Hours Per Deliverable					
Name/Position	Appraisal	Acquisition Support Through Filing of Condemnation Suit	Relocation	Total Hours	Fully Burdened Hourly Rate	Total Labor
Principal						
Project Manager						
Administrative Task Manager						
Project Coordinator						
Acquisition Task Manager						
ROW Technician						
Senior RW Specialist						
Journey RW Specialist						
Junior RW Specialist						
RW Technician						
Relocation Task Manager						
Sr. Relocation Agent						
Admin Support						
Other						
Other						
Other						
Other						
Subtotal CWO-1						

CWO-2

	Billable Hours Per Deliverable					
Position Title	Appraisal	Acquisition Through Escrow	Relocation	Total Hours	Fully Burdened Hourly Rate	Total Labor
Principal						
Project Manager						
Administrative Task Manager						
Project Coordinator						
Acquisition Task Manager						
ROW Technician						
Senior RW Specialist						
Journey RW Specialist						
Junior RW Specialist						
RW Technician						
Relocation Task Manager						
Sr. Relocation Agent						
Admin Support						
Other						
Other						
Other						
Other						
Subtotal CWO-2						
Total CWO						

Sample Contract Work Order Template

California High Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

Contractor Business Name:
Date:

CWO-3

Position Title	Billable Hours Per Deliverable: Appraisal	Acquisition Support Through Filing of Condemnation Suit	Relocation	Total Hours	Fully Burdened Hourly Rate	Total Labor
Principal						
Project Manager						
Administrative Task Manager						
Project Coordinator						
Acquisition Task Manager						
ROW Technician						
Senior RW Specialist						
Journey RW Specialist						
Junior RW Specialist						
RW Technician						
Relocation Task Manager						
Sr. Relocation Agent						
Admin Support						
Other						
Other						
Other						
Other						
Total CWO-3						

CWO-4

Position Title	Billable Hours Per Deliverable: Appraisal	Acquisition Support Through Filing of Condemnation Suit	Relocation	Total Hours	Fully Burdened Hourly Rate	Total Labor
Principal						
Project Manager						
Administrative Task Manager						
Project Coordinator						
Acquisition Task Manager						
ROW Technician						
Senior RW Specialist						
Journey RW Specialist						
Junior RW Specialist						
RW Technician						
Relocation Task Manager						
Sr. Relocation Agent						
Admin Support						
Other						
Other						
Other						
Other						
Subtotal CWO-4						
Total CWO						

Milestone Payment Cost Proposal Worksheet

This table is not based on the Contract Work Orders provided. This table should be completed and returned with the rest of the Cost Proposal and will be used for evaluation purposes only.

Milestone Tasks	**Time to Complete**	**Cost to Complete**
Appraisal for 10 residential parcels		
Appraisal for 10 commercial parcels		
Appraisal for 10 agricultural parcels		
Phase I ESA for 10 residential parcels		
Phase I ESA for 10 commercial parcels		
Phase I ESA for 10 agricultural parcels		
RON packet completion for 10 residential parcels		
RON packet completion for 10 commercial parcels		
RON packet completion for 10 agricultural parcels		

Attachment D: Minimum Qualifications Checklist

For use by the Evaluation/Selection Committee only.

#	Minimum Requirement	Yes	No
1.	Did the Proposer possess and provide proof of valid and appropriate licensure as specified in Section 6.1 of this RFP?		
2.	Did the Proposer identify the Project Manager assigned to manage any contract awarded pursuant to this RFP?		
3.	Did the Proposer provide a resume for the Fiscal and Contract Manager and any other identified Key Personnel?		
.	The Proposer must provide assurance that journey level field staff performing the Work have the appropriate licenses and a minimum of three (3) years of experience performing these duties under the provisions of the Uniform Act.		
5.	Did the Proposer provide all necessary information and forms required showing proof of small business participation?		
6.	Did the Proposer affirm in the Transmittal Letter that it has or is able to obtain the required insurance, specified in Section 6.2 of this RFP?		
7.	Did the Proposer provide three (3) references for the firm as required in 4.4.1 (including all required information and/or documentation)?		
8.	Did the Proposer provide the Transmittal Letter all required Forms and Certifications?		
9.	Has the Proposer been terminated from another contract for default, or has the Proposer received a civil judgment or criminal conviction in the past 5 years?		
10.	Does the Proposer have an office (temporary or permanent) in Merced, Madera, Fresno, Tulare, Kern, or Kings County that will be staffed during normal business hours for the term of this Agreement?		

Attachment E: Criteria for Awarding Points for the Proposal

		Maximum Score	Actual Score
1.	**PAST PERFORMANCE AND EXPERIENCE** • Has the Proposer successfully delivered on past projects? • Has the Proposer demonstrated how sufficient experience on past projects performing the tasks that may be required under the Scope of Work? • Does the Proposer have recent experience (within the past 12 months) with ARRA funds and requirements? • Has the Proposer demonstrated applicable cost saving and schedule improvement methodologies utilized on past projects? • Has the Proposer demonstrated a successful and repeatable past approach to delivering high quality products?	250	
2.	**UNDERSTANDING OF PROJECT REQUIREMENTS** **Project Criteria: (150 maximum points)** • Has the Proposer demonstrated a thorough knowledge and understanding of what is required to perform the right-of-way services? • Has the Proposer presented sufficient concepts as to how the right-of-way services should be structured, including incorporating any uniquely effective resources available to the Proposer? • Does the Proposer have sufficient skills and experience to set it apart from other teams and allow it to "close deals" in greater quantities and faster than other teams? • Does the Proposer have any unique or special techniques, methods, or approaches that will be used in the various functions to make the Proposer more likely to successfully and timely complete the tasks required by the Scope of Work? • Has the Proposer demonstrated that its approach to delivering high quality products will be successful and repeatable? • Is the Proposer's approach to managing the approval interface with the Authority sufficient? • Has the Proposer demonstrated that its management of tracking systems can be adapted to the Authority's ROW database as described in Task 1.6.	150	
	Organization and Management Plan: (100 maximum points) • Has the Proposer described how the ROW team adds value and will work toward to goal of achieving optimal efficiency for delivering land to the Authority? • Has the Proposer described the composition of the Proposer's team and required experience level and provided an organizational chart of the entire team that would work on this contract? • Does the Proposer's team have any history of working together in the past, and have such past working arrangements been successful? • Has the Proposer included a letter of commitment from each	100	

	identified Subcontractor, including any relevant licenses, positions, and hours that the Subcontractor will work to meet the contract performance requirements?		
	Key Personnel: (100 maximum points) • Are the personal qualifications and professional skills of the Key Personnel nominees appropriate for the roles assigned? • Does the Project Manager have sufficient authority within his organization to effectively lead and manage the project?	100	
3.	**SMALL BUSINESS PARTICIPATION** • Does the approach to Small Business utilization demonstrate the Proposer's responsiveness in meeting the Authority's Small Business goal objectives?	100	
	Total	**700**	

Attachment F: General Terms and Conditions (GTC 610)

PLEASE NOTE: Under the California High-Speed Rail Authority's standardized contract process, a hardcopy of Attachment D, GTC 610, will not be included in the standard contract package. A copy of the general terms and conditions can be found at the Internet site:

http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

If you do not have internet access please contact the Point of Contact identified in Section 1.3 of this RFP to receive a copy:

Domonique Wilson, Contract Analyst
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

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Attachment G: Additional State Provisions

The following terms and conditions are representative of terms and conditions that will be included in any contract resulting from this RFP.

SECTION I. INVOICING AND PAYMENT

A. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices, the Authority agrees to compensate the Contractor for actual hours worked on an actual cost basis (direct hourly wage plus overhead and profit), or through a fixed price lump sum for milestones completed, or any combination thereof. The rates in the Cost Proposal Worksheet are rate caps, or the maximum allowed to be billed over the duration of this contract for tasks billed on an actual hours worked basis. The Authority also reserves the right to retain a portion of any time and materials payment until the successful completion of the CWO. The Authority will not compensate Contractors for time or materials to rework or correct inaccurate, defective, or rejected Work. Contractors and their subcontractors must have a record keeping system capable of segregating time spent correcting inaccurate, defective, or rejected Work.

1. No payment shall be made in advance of services rendered.
2. The following certification shall be included on each invoice and signed by the authorized official of the Contractor:

   "I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method."
3. All invoices submitted shall comply with the Authority invoicing policies and applicable federal guidelines, including but not limited to those issued by the FRA. The Contractor may meet with the Authority in advance of submitting its first invoice to review the Authority invoicing policies and applicable federal guidelines.
4. The Contractor will only be paid upon receipt of an acceptable invoice, by the Authority's Financial Operations Section, as set forth in this Attachment..
5. Provide three (3) copies of the Invoice for Payment. Invoices shall include the Agreement Number, identification of which documents have been reviewed, the number and duration of meetings between the Authority and the Contractor, a summary of the status of any outstanding reviews and/or deliverables, a summary of any deliverables furnished to the Authority during the invoicing period, identification of the number of hours worked by classification plus overhead costs by task, and shall be submitted no more than monthly in arrear to:

   Financial Operations Section
   California High-Speed Rail Authority
   770 L Street, Suite 800
   Sacramento, CA 95814

   (1 original and 1 copy)

AND

Contract Manager
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

(1 copy)

SECTION II. PAYMENT REQUEST FORMAT

A. The Authority will accept computer generated or electronically transmitted invoices, provided the Contractor sends a paper copy the same day to the Authority. The date of "invoice receipt" shall be the date the Authority receives the paper copy.

B. The Contractor shall submit backup documentation for audit purposes, and retain back-up documentation for audit purposes available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.

C. A request for payment for Tasks to be paid by time and materials shall reference the Agreement number and shall consist of, but not be limited to, the following:

1. Agreement number, date prepared, and billing period.
2. The Contractor's loaded hourly labor rates by individual.
3. Operating expenses, including special equipment if requested by the Authority, travel, miscellaneous, and materials.
4. Receipts for travel, including departure and return items.
5. Identify any holdback amount that applies to this invoice, provided to the Contractor in the Contract Work Order related to this invoice.
6. Subcontractor awardees and vendors invoices.
    a. An indication of whether a subcontractor or vendor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.
    b. Fees (fringe, direct and indirect overheads, general and administrative, profit, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
7. By work plan category or task (as specified in the Budget Detail and by reference to Contract Work Orders, when applicable): cumulative amounts, budgeted per agreement, billed to date, current billing, and balance of funds.
8. A report that documents the progress of the work during the billing period.

9. Any other deliverables due during the billing period.

D. A request for payment for Tasks to be paid by milestone payment shall reference the Agreement number and shall consist of, but not be limited to, the following:

1. Agreement number, date prepared, and billing period.
2. Subcontractor awardees and vendor invoices, including whether a subcontractor or vendor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.
3. By work plan category or task (as specified in the Budget Detail and by reference to Contract Work Orders, when applicable): cumulative amounts, budgeted per agreement, billed to date, current billing, and balance of funds.
4. A report that documents the progress of the work during the billing period. For milestone lump sum payments, the report should provide all documentation necessary to prove that the work required for payment of the milestone has been completed.
5. Any other deliverables due during the billing period.
6. No individual items will be reimbursed; the lump sum payment will be the only payment for milestone Tasks, and will only be paid upon completion of the Contract Work Order.

SECTION III. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Attachment A. In this event, the Authority shall have no liability to pay any funds whatsoever to the successful Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.

B. After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Contractor to reflect the reduced amount.

C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

SECTION IV. COST PRINCIPLES

A. The Contractor agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual items of cost.

B. The Contractor agrees to comply with 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Contractor to the Authority.

D. Any subagreement in excess of $25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

SECTION V. PAYMENT

A. Invoices itemizing all costs are required for work performed under this Agreement that will be reimbursed on a time and materials basis. Invoices for milestones completed will not be reimbursed for individual costs. Invoices shall be submitted no later than 45 calendar days after completion of each billing period or upon completion of a task. Invoices shall detail the Work performed on each milestone. Invoices shall reference this contract number, project title, and task.

B. The total amount payable by the Authority for this contract shall not exceed (potentially $3,000,000 to $7,000,000 as provided in the final contract) as part of a multi-year effort.

C. Labor rates shall be based on direct cost plus the federally audited overhead rate.

SECTION VI. TRAVEL AND PER DIEM RATES

A. The Contractor shall only be reimbursed for travel and per diem rates on Tasks paid on a time and materials basis. The Contractor will not be reimbursed for travel and per diem rates for work on Tasks compensated on a milestone basis.

B. The Contractor shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates at the following website: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

C. All travel not specified in a work plan and/or Contract Work Order requires written authorization from the Authority's Contract Manager prior to travel departure. Travel expenses are computed from the Contractor's approved Central Valley office location. Ravel to the Contractor's approved Central Valley office from other locations is not reimbursed under this Agreement.

D. The Contractor must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times for departure and return. Travel receipts, except for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Authority.

SECTION VII. PROMPT PAYMENT CLAUSE

A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

SECTION VIII. AUDIT

A. The contracting parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code, section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract. The Contractor shall maintain books, records, documents, and other evidence, sufficient to reflect proper performance of the Agreement. The Authority, an agency of the State or, at the Authority's option, a public accounting firm designated by the Authority, may audit such records at all reasonable times and with prior notice by the Authority. Audits may be performed at any time within three (3) years following the final payment by the Authority of the Contractor's final invoice. Performance of any such interim audits by the Authority does not preclude further audit. Additional terms and conditions regarding audits can be found in the GTC-610, Attachment F to this RFP.

SECTION IX. EXCISE TAX

A. The State of California is exempt from federal excise taxes, and no payment will be made for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement.

SECTION X. SPECIAL TERMS AND CONDITIONS

A. Contract Management

1. The Contractor's Project Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Contractor may change its Project Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Project Manager.
2. The Authority may change its Contract Manager at any time by giving written notice to the Contractor. The Authority Chief Program Manager, or his or her designee, will sign the written notice.

B. Standard of Care

1. The Contractor, in performing its professional services under this Agreement, owes the Authority the following duties of care (the Contractor's "Standard of Care"):
    a. The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same of a similar locality and under similar circumstances;
    b. The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and
    c. The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

C. Subcontracts

1. Nothing contained in this agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Contractor of his or her responsibilities and obligations under this Agreement. The Contractor agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.

2. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal and Form A.

3. Unless specifically noted otherwise, any subagreement in excess of $25,000 entered into as a result of this Agreement, shall contain all the applicable provisions stipulated in this Agreement. The Contractor shall indicate whether a subcontractor or vendor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.

4. The Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State.

5. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

D. Evaluation of the Contractor

1. An evaluation of the Contractor's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the Contractor for comment. The evaluation, together with the comments, shall be retained by the Authority.

E. Ownership of Data

1. During the term of this Agreement and upon completion of any and all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish to the Authority all necessary copies of data needed to complete the review and approval process. This data transmittal will be in a form acceptable to the Authority.

2. The Contractor is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the Authority of the information and data provided by the Contractor under this agreement; further, the Contractor is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Authority of the

project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.

3. Any subcontract entered into as a result of this Agreement shall contain all of the provisions in this clause.

F. Confidentiality of Data

1. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
2. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, the Contractor's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
3. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.
4. All information related to any construction estimate is confidential and shall not be disclosed by the Contractor to any entity, other than the Authority.
5. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

G. Conflict of Interest

1. The Contractor and its employees, and all its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
2. The Contractor may be required to submit an economic interest statement (Fair Political Practices Commission's Form 700) from each employee or subcontractor whom the Authority's General Counsel's Office, in consultation with the Contract Manager or its designee, determines is a designated employee under the Political Reform Act and, thus, subject to the requirements and restrictions of the Act. Such determination will be based on the nature and duration of the work to be performed by the employee or subcontractor. Each employee and subcontractor determined to be a consultant under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who perform the same nature and scope of work as the Contractor.

H. Settlement of Disputes

1. In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the Authority and the Assistant Chief Program Manager within ten (10) days of discovery of the

problem. Within ten (10) days, the Assistant Chief Program Manager shall meet with the Project Manager for purposes of resolving the dispute. The decision of the Assistant Chief Program Manager shall be final.

2. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Neither the pendency of a dispute nor its consideration by the Authority's Contract Manager will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

I. Notice

1. Any communication, notice, or demand of any kind whatsoever which any party may be required or may desire to give to or serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Contractor: Name Title Company Address Address Telephone	Authority: Tom Fellenz, Chief Counsel California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 Telephone: 916-324-1541

This clause is not intended to apply to normal, daily communication between the parties related to the progress of work. This clause applies to situations where notice is required to be given by the Agreement or the parties are asserting their legal rights and remedies.

2. Notice shall be effective when received, unless a legal holiday for the State commences on the date of attempted delivery. In which case, the effective date shall be postponed until the next business day.

J. Indemnification

1. This provision is in addition to the General Terms and Conditions, Exhibit C, section 5.

2. The Contractor agrees to indemnify, defend, and hold harmless the Authority, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the professional services provided hereunder due to negligent acts, errors or omissions of the Contractor. The Contractor will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent acts, errors or omissions of the Contractor.

3. Other than in the performance of professional services, the Contractor shall indemnify, defend and hold harmless the Authority, and any and all of its employees, officials and

agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Contractor or by any individual or entity for which the Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of the Contractor.

4. The Contractor obligations under this section apply regardless of whether or not such liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the Authority under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the Authority or any Indemnitee for liability attributable to the active negligence of the Authority or Indemnitee, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the Authority is shown to have been actively negligent and where the Authority's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the Authority or Indemnitee.

K. Termination

1. This Agreement can be terminated at any time by Mutual Agreement of the Parties.
2. Termination for Cause: The Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
3. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Contractor if terminated for convenience of the Authority.
4. Termination Issues For Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.
5. Contractor Claims Against This Agreement Under Early Termination: The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment for pro-rata amounts due through the date the notice of termination.

L. Waiver

1. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No remedy available in this Agreement is intended to be exclusive

of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. The failure of the Authority to enforce any provision of this Agreement or require performance by the Contractor of any provision shall in no way be construed to be a waiver of those provisions, affect the validity of this Agreement in whole or in part, or the right of the Authority to subsequently enforce any such provision.

M. Stop Work

1. The Authority's Chief Program Manager or his or her assignees may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the work tasks in this agreement.
2. Compliance. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
3. Revoking a Stop Work Order. The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order.
4. Equitable Adjustment. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within 30 days from the date of receipt of the stop work notice.

Attachment H: Relevant Federal Requirements from Grant/Cooperative Agreement

The Project is financed in part with federal assistance provided by the FRA and therefore federal laws, regulations, policies, and related administrative procedures apply. The selected Proposer must comply with all applicable federal laws, regulations, policies, and related administrative practices. The most recent of such Federal laws, regulations, policies and related administrative practices at the time will govern the contract for Right-of-Way Services, unless the FRA issues a written determination otherwise. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date the selected Proposer and the Authority execute a contract resulting from this RFP, but may apply to the contract for Right-of-Way Services. The selected Proposer must ensure compliance by its subcontractors with and include appropriate flow down provisions in its each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices. Failure to comply with the federal requirements shall constitute a breach of any contract resulting from this RFP. Some federal requirements applicable to the selected Proposer are identified elsewhere in the RFP. This identifies federal requirements contained in the Grant/Cooperative Agreement between the FRA and the Authority, which are applicable to the selected Proposer and are not addressed elsewhere in the RFP.

1. Federal Requirements

The Contractor understands that the Authority has received federal funding from the Federal Railroad Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements shall apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

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

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which may cause the Authority to be in violation of FRA requirements.

2. Compliance with Federal Requirements

The Proposer's failure to comply with Federal Requirements shall constitute a breach of any Agreement resulting from this RFP.

The Proposer agrees that if the Proposer or one of its subcontractors fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and Federal laws.

3. Federal ARRA Funding

This Project will receive Federal funding, including ARRA funds. Therefore, the procurement documents and any contract entered into by the Authority shall be subject to the requirements of applicable Federal law, regulations and conditions in the Grant/Cooperative Agreement with FRA. The Authority reserves the right to modify this procurement to address any concerns, conditions or requirements of the funding agencies, including the FRA. Certain Federal requirements, as stated in the Grant/Cooperative Agreement, are included here; the full Grant/Cooperative Agreement, including additional requirements not described in this attachment, is available for review by Proposers on the Authority's website at http://www.hsr.ca.gov.

Notwithstanding anything to the contrary in either this RFP or any contract resulting from this RFP, all FRA mandated terms shall be deemed to control in the event of any conflict with other provisions contained in this Agreement. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which may cause the Authority to be in violation of the FRA requirements.

4. Federal Procurement Standards

The Proposer agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Proposer's technical specifications and requirements.

5. Federal Lobbying Certification

The Proposer certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employees of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal Agreement, the making or any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any State or Federal Agreement, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

D. The Proposer also agrees that by signing this agreement, it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

6. Whistleblower Protection

The Proposer agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State and all contractors of the State, from discharging, demoting, or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

A. Gross mismanagement of a contract relating to ARRA funds;

B. A gross waste of ARRA funds;

C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;

D. An abuse of authority relating to implementation or use of ARRA funds; or

E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

The Proposer agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

7. Fraud and False Claims Act

The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801, *et seq.*, the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of any contract resulting from this RFP, the Proposer certifies or affirms the

truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FRA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Proposer to the extent the Federal Government deems appropriate.

The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

The Proposer agrees that it shall promptly notify the Authority and shall refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Proposer agrees to include the above paragraphs in each subcontract financed in whole or in part with federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Prohibition on Use of ARRA Funds

The Proposer agrees in accordance with ARRA, Section 1604, that none of the funds made available under any agreement resulting from this FRP may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

9. Enforceability

The Proposer agrees that if the Proposer or one of its subcontractors fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and Federal laws.

10. Access and Inspection of Records

A. In accordance with ARRA Sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:

ii. Access any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and

iii. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. Pursuant to 49 C.F.R. § 18.26(i)(11), 49 C.F.R. § 19.26, or A-133 (whichever applicable), the Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.

D. The Contractor shall include this provision in all of the Contractor's agreements with its subcontractors from whom the Contractor acquires goods or services in its execution of the ARRA funded work.

11. Site Visits

The Proposer agrees that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Proposer or any of its subcontractors under this Agreement, the Proposer shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Proposer or its subcontractors.

12. Labor Provisions

49 U.S.C. § 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. § 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C § 231, *et seq.*), the Railway Labor Act (45 U.S.C. § 151, *et seq.*; 43 U.S.C. § 151, *et seq.*), and the Railroad Unemployment Insurance Act (45 U.S.C. § 351, *et seq.*). The selected Proposer must reflect these provisions in

any agreements with the entities operating rail services over such rail infrastructure to the extent required by 49 U.S.C. § 24405(b) and other laws referenced above.

13. Labor Protective Arrangements

For a project that uses rights-of-way owned by a railroad, the selected Proposer must comply with the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. § 836, with respect to employees affected by actions taken in connection with the contract financed in whole or in part under this Agreement (*See*, 49 U.S.C. § 2440S(c).) The selected Proposer must include the applicable protective arrangements established by the Department of Labor under 45 U.S.C. § 836 in its agreements with entities operating rail services over rail infrastructure constructed as part of the contract for Right-of-Way Services. The following definitions apply for purposes of applying those protective arrangements:

”Protected employee” means an employee of a railroad who had an employment relationship with such railroad on the date on which the Authority first applied for financial assistance applicable to the contract for Right-of-Way Services involved and who is affected by actions taken in the course of delivery of the contract for Right-of-Way Services; provided, however, that an employee who was benefitted solely as a result of the contract for Right-of-Way Services shall not be a protected employee under these provisions.

“Railroad” means a rail carrier or a common carrier by railroad or express as defined in 49 U.S.C. § 10102, and includes the National Railroad Passenger Corporation and the Alaska Railroad as well as a person that conducts rail operations over rail infrastructure constructed or improved with funding provided in whole or in part in a grant made pursuant to this Agreement.

14. Debarment and Suspension

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; “Debarment and Suspension,” 31 U.S.C. § 6101 note; and U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the “Excluded Parties Listing System” at http://www.sam.gov/portal/public/SAM/. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor’s signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;

3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and

4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification.

The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

15. Civil Rights

The equal employment opportunity requirements described below will apply to the contract for Right-of-Way Services. In addition, the selected Proposer must include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

Nondiscrimination: In accordance with the Authority's Title VI Program Plan and Limited English Proficiency Plan the selected Proposer shall adhere to Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 306; and Presidential Executive Order 13166, "Limited English Proficiency," the Proposer agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age, disability, or language in any activities leading up to or in performance of this Agreement. In addition, the Proposer agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

Access Requirements for Individuals with Disabilities: The Proposer agrees to comply with, and assure that any subcontractor under the contract for Right-of-Way Services complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, *et seq.*;

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable Federal regulations, including any amendments thereto.

Equal Employment Opportunity: The following equal employment opportunity requirements will apply to the contract for Right-of-Way Services:

1. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Proposer agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R. 60 *et seq.* (which implements Executive Order NO. 11246, "Equal Employment Opportunity," as amended by Executive Order NO. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements that the FRA may issue.
2. Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements that the FRA may issue.
3. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Proposer also agrees that it will comply with eh requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements that the FRA may issue.

The Proposer also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, 290 dd-3, and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the

Proposer agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

16. Environmental Protection

All facilities that will be used to perform the Scope of Work shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, State and Federal standards.

The selected Proposer must require that the contract for Right-of-Way Services be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: Section 114 of the Clean Air Act, 42 U.S.C. § 7414, and Section 308 of the Federal Water Pollution Control Act, 33 U.S.C. § 1318, and all regulations issued thereunder. The selected Proposer must certify that no facilities that will be used to perform the Scope of Work are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The selected Proposer will notify the Administrator as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform the Scope of Work is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Grantee's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. The selected Proposer must include or cause to be included in each subcontract entered into which exceeds Fifty Thousand Dollars ($50,000.00) in connection with the Scope of Work, the criteria and requirements of this section and an affirmative covenant requiring such contractor or subcontractor to immediately inform the Authority and the selected Proposer upon the receipt of a communication from the EPA concerning these matters.

The selected Proposer must facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the FRA determines otherwise in writing.

17. Fly America

The Proposer agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 C.F.R. § 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Proposer shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier, and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. Safety Oversight

To the extent applicable in the performance of this Agreement, the Proposer agrees to comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight.

19. Reprints of Publications

Whenever an employee of a Proposer-Related Entity writes an article regarding the Project or otherwise resulting from work under any agreement resulting from this RFP that is published in a scientific, technical, or professional journal or publication, the Proposer shall ensure that the Authority is sent two reprints of the publication, clearly referencing the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under any Agreement resulting from this RFP, in the following terms:

> "This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

20. Patent Rights

If any invention, improvement or discovery of the Proposer of any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign county, the Proposer agrees to notify the Authority immediately and provide a detailed report. The rights and responsibilities of the FRA, third party contractors and the Authority with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Proposer secures a patent with respect to any invention, improvement, or discovery of the Proposer or any of its third party contractors conceive or first actually reduced to practice in the course of or under this Project, the Proposer agrees to grant FRA a royalty-free, non-exclusive, and irrevocable license to use and authorize others to use the patented device of process for Federal Government purposes.

The Proposer agrees to include the requirements of the "Patent Rights" section of any agreement resulting from this RFP in its third party contracts for planning, research, development, or demonstration under this Project.

21. Rights in Data and Copyright

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under any agreement resulting from this RFP. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

The following restrictions apply to all subject data first produced in the performance of any agreement resulting from this RFP:

A. Except for its own internal use, the Proposer may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Proposer authorize others to do so, without the written consent of the FRA, until such time as the FRA may have either released or approved the release of such data to the public.

B. As authorized by 49 C.F.R. § 18.34 or 49 C.F.R. §19.36, as applicable, the FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:

   i. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or other third party contract, irrespective of whether or not a copyright has been obtained; and

   ii. Any rights of copyright to which a Grantee, subgrantee, or third party contractor purchases ownership with Federal assistance.

When the FRA provides assistance for a Project involving planning, research, or development, it is generally the FRA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FRA determines otherwise, the Proposer understands and agrees that, in addition to the rights set forth in the preceding portions of this section of any agreement resulting from this RFP, the FRA may make available to any FRA Grantee, subgrantee, third party contractor, or third party subcontractor, either the FRA's license in the copyright to the "subject data" derived under any agreement resulting from this RFP or a copy of the "subject data" first produced under any agreement resulting from this RFP. In the event that such a Project that is the subject of any agreement resulting from this RFP is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as the FRA may direct.

To the extent permitted by State law, the Proposer agrees to indemnify, save and hold harmless the FRA, its officers, agents, and employees acting within the scope of their official duties

against any liability, including costs and expenses, resulting from any willful or intentional violations by the Proposer of proprietary rights, copyrights, or any right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under any agreement resulting from this RFP.

22. Property, Equipment and Supplies

A. The Contractor agrees that Project property, equipment, and supplies shall be used for the Project activity for the duration of its useful life, as determined by the FRA. Should the Contractor unreasonably delay or fail to use Project property, equipment, or supplies during its useful life, the Contractor agrees that the FRA may require the Contractor to return the entire amount of FRA assistance expended on that property, equipment, or supplies. The Contractor further agrees to notify the Authority when any Project property or equipment is withdrawn from use in the Project activity or when such property or equipment is used in a manner substantially different from the representations made by the Contractor in its justification for purchase of the property or equipment.

B. The Contractor agrees to comply with the property standards of 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued.

C. The Contractor agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that the FRA may issue.

D. The Contractor agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to the FRA, upon request, such information as may be required to assure compliance with this section.

E. The Contractor agrees that the FRA may:

   i. Require the Contractor to transfer title to any property, equipment, or supplies financed with FRA assistance, as permitted by 49 C.F.R. § 18.32(g).

   ii. Direct the disposition of property or equipment financed with FRA assistance as set forth by 49 C.F.R. §§ 18.31 and 18.32.

F. Unless expressly authorized in writing by the Authority, the Contractor agrees to refrain from:

   i. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Authority's or the FRA's interest in any Property or equipment; or

   ii. Obligating itself in any manner to any third party with respect to Project property or equipment.

23. Maintenance

If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32.

24. Flood Hazards

The Contractor agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012(a), with respect to any construction or acquisition Project.

25. Wage Rate Requirements

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c)(2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. § 151, et seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor shall comply with the provisions of 40 U.S.C §§ 3141, et seq. The Contractor shall also comply with the Copeland “Anti-Kickback” Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

When prevailing wage rates apply, the Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

A. If there is any conflict between the state prevailing wages and the federal prevailing wages, the higher rate shall be paid.

B. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

26. Small and Disadvantaged Business Enterprises

The Authority encourages the Proposer to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract. The Authority has established a Revised Small and Disadvantaged Business Enterprise (DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a 10 percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority’s contracting and procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999, Title VI of the Civil Rights Act of 1964, and related statutes.

The Authority has established a 30 percent Small Business (SB) goal as described above. The Proposer is expected to make efforts to meet the goal and provide a SB Performance Plan on

how the goal will be met throughout the contract duration. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 2012. The document is on the Authority's Small Business web page:

http://www.hsr.ca.gov/Programs/Small_Business/index.html

The Proposer shall provide quarterly SB utilization reports to reflect the level of small business, including DBE and DVBE utilization on the contract, including any amended portion of the contract.

The Proposer shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246, Title VI of the Civil Rights Act of 1964, and related statutes. For more detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies and other performance related factors, refer to the Authority's Small and Disadvantaged Business Enterprise Program.

27. Reporting Requirements

The Proposer agrees, if requested by the Authority in writing, to provide the Authority with the following information:

A. The total amount of funds received by the Proposer during the time period defined in the Authority's request;

B. The amount of funds actually expended or obligated during the time period requested;

C. A detailed list of all the projects or activities for which funds were expended or obligated, including:

   i. The name of the project or activity;
   ii. A description of the project activity;
   iii. An evaluation of the completion status of the project or activity; and
   iv. An estimate of the number of jobs created and/or retailed by the project or activity.

D. For any contracts or subcontracts equal to or greater than $25,000:

   i. The name of the entity receiving the contract;
   ii. The amount of the contract;
   iii. The transaction type;

iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
v. The location of the entity receiving the contract;
vi. The primary location of the contract, including city, state, congressional district, and county;
vii. The DUNS number, or name and zip code for the entity headquarters, if known;
viii. A unique identifier of the entity receiving the contract and the parent entity of the Proposer, should the entity be owned by another; and
ix. The names and total compensation of the five most highly compensated officers of the company if the company received:

- 80% or more of its annual gross revenues in Federal awards;
- $25,000,000 or more in annual gross revenue from Federal awards, and
- If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of Internal Revenue Code of 1986;

Any other information reasonably requested by the State of California or required by state or Federal law or regulation.

Forms and Certifications

Form A: Schedule of Subcontractor(s)/ Subconsultant(s)

Form B: Organizational Conflicts of Interest Disclosure Statement

Cert. 1: Certification Regarding Miscellaneous State Requirements

Cert. 2: Proposer's Overall Project Small Business Goal Commitment Affidavit

Cert. 3: Iran Contracting Certification

Cert. 4: Darfur Contracting Act Certification

Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Cert. 7: Non-Collusion Affidavit

Cert. 8: Equal Employment Opportunity Certification

Cert. 9: Non-Discrimination Certification

Cert. 10: Certification Regarding Lobbying

Form A: Schedule of Subcontractor(s)/ Subconsultant(s)

Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:			☐ Yes ☐ No	☐ < $500K
Street Address:				
City, State Zip:			Other Certifications:	☐ $500K-$2 Mil
Phone:				
Fax:			☐ DBE ☐ Micro B ☐ DVBE	☐ $2 Mil-$5 Mil
Tax ID:				
Contact Person:		Age of Firm:		☐ > $5Mil
Email:				
Name:			☐ Yes ☐ No	☐ < $500K
Street Address:				
City, State Zip:			Other Certifications:	☐ $500K-$2 Mil
Phone:				
Fax:			☐ DBE ☐ Micro B ☐ DVBE	☐ $2 Mil-$5 Mil
Tax ID:				
Contact Person:		Age of Firm:		☐ > $5Mil
Email:				
Name:			☐ Yes ☐ No	☐ < $500K
Street Address:				
City, State Zip:			Other Certifications:	☐ $500K-$2Mil
Phone:				
Fax:			☐ DBE ☐ Micro B ☐ DVBE	☐ $2Mil-$5Mil
Tax ID:				
Contact Person:		Age of Firm:		☐ > $5Mil
Email:				

(Add rows/pages as needed)

Attach to this form copy(s) of applicable Small Business Certificates for those Subcontractor/Subconsultants that are designated as Small Business Entities.

Signature of Team Representative

Printed Name

Title

Date

Organization Name, Address, and Telephone

Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

4. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

5. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team (including Proposer, Proposer Team members, and all subcontractors identified at the time of the submittal of its Proposal, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

6. Explanation

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

7. Certification

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

_____
Signature

_____
Printed Name

_____
Printed Title

_____
Proposer

Cert. 1: Certification Regarding Miscellaneous State Requirements

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Proposer (also referred to "Contractor" herein) to the clause(s) listed below. This certification is made under the laws of the State of California.

Proposer Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

CONTRACTOR CERTIFICATION CLAUSES:

Statement of Compliance - Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

Drug-Free Workplace Requirements - Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

c. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

d. Establish a Drug-Free Awareness Program to inform employees about:

   1. the dangers of drug abuse in the workplace;
   2. the person's or organization's policy of maintaining a drug-free workplace;
   3. any available counseling, rehabilitation and employee assistance programs; and,
   4. penalties that may be imposed upon employees for drug abuse violations.

e. Every employee who works on the proposed Agreement will:

   1. receive a copy of the company's drug-free workplace policy statement; and,
   2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 *et seq.*)

National Labor Relations Board Certification - Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

Contracts For Legal Services $50,000 Or More- Pro Bono Requirement - Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

Expatriate Corporations - Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

Sweatfree Code Of Conduct -

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

Domestic Partners - For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   8. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   9. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   10. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   11. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   c. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

6. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

7. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

8. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

9. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:

   d. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

   e. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, if and as applicable; or

   f. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Cert. 2: Proposer's Overall Project Small Business Goal Commitment Affidavit

AFFIDAVIT

STATE OF _____ §
§
§
COUNTY OF _____ §

The undersigned, being first duly sworn, deposes and says that:

_____
(Contact Name)

is the Official Representative of

_____,
(Proposer's Name)
the Proposer submitting the foregoing Proposal.

(If the Proposer has not yet been formed, modify this form as appropriate to include the names of all of the Principal Participants and to indicate that the Official Representative is signing the form on behalf of all of the Principal Participants.)

The Proposer has carefully examined all documents that form this Request for Proposals and is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Right-of-Way Services, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

The Proposer will aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business goal of 30 percent, consistent with the Proposer's approved Performance Plan developed in accordance with the Authority's Small and Disadvantaged Business Enterprise Program.

_____
Signature

_____
Printed Name

_____
Title

Cert. 3: Iran Contracting Certification

Section 2200 *et seq.* of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that

It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a proposal in response to this RFP for Right-of-Way Services.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: _____

Entity: _____

Signature: _____

Printed Name _____

Title: _____

Note: Duplicate this form so that it is signed by the Proposer and all joint venture members of the Proposer.

Cert. 4: Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if a Proposer currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only **one** of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

1. _____ Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company below as defined in Public Contract Code section 10476.

CERTIFICATION for Paragraph No. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Proposer to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

Proposer Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Primary Covered Transactions

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the contract.

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, the Proposer certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an "x")

☐ Certify to the above ☐ Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

The Proposer shall require any subcontractor, at any tier, whose contract is equal to or greater than $25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for subcontractors, shall be furnished by the Contracting Officer upon request (see Cert. 6).

	Organization Name, Address, and Telephone
Signature of Person Certifying	
Printed Name	
Title	
Date	

Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

This certification applies to a subcontract at any tier expected to equal or exceed $25,000, and will be a continuing requirement throughout the term of the contract.

In accordance with the provisions of Appendix B to 49 C.F.R. Part 29, the prospective lower-tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an “x”)

☐ Certify to the above ☐ Cannot certify to the above.

If the “cannot certify” box is checked, attach an explanation of the reasons.

Signature of Person Certifying

Printed Name

Title

Date

Organization Name,
Address, and Telephone

Cert. 7: Non-Collusion Affidavit

State of _____ §
§
§
County of _____ §

The undersigned declares:

I am the _____ of _____ ,
(Position / Title) (Company)

the party making the foregoing Proposal, and that the Proposal is:

- NOT made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- Genuine and NOT collusive or a sham.

That the Proposer has NOT directly or indirectly induced or solicited any other Proposer to:

- Put in a false or sham Proposal; and
- Colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from bidding.

That the Proposer has NOT, in any manner directly or indirectly, sought by agreement, communication or conference with anyone to:

- Fix the Price Proposal of the Proposer or any other Proposer, or
- Fix any overhead, profit, or cost element, or that of any other Proposer, or
- Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the Proposal are true.

The Proposer has not and will not, directly or indirectly, for the purposes of effectuating a collusive or sham negotiation, submitted his or her schedule of rates or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, for payment to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof.

I have the full power to execute, and do execute this declaration on behalf of

_____
(Proposer)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the _____ day of _____ , 20 _____ at _____ , _____ .
(City) (State)

_____
Signature of Affiant

Subscribed and sworn to before me on this _____ day of _____ , 20 _____

at _____ , _____ .
(City) (State)

Seal of Notary Public or
Officer Taking Oath

_____
Signature of Notary Public or
Officer Taking Oath

Cert. 8: **Equal Employment Opportunity Certification**

To be executed by the Proposer, all joint venture members of the Proposer, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

_____
(Name of entity making certification)

Check one of the following boxes:

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Proposer, relationship to the Proposer: _____

Cert. 9: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Proposer agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the contract for Right-of-Way Services.

	Organization Name, Address, and Telephone
Signature of Person Certifying	
Printed Name	
Title	
Date	

Cert. 10: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

- No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

Executed this ____day of _____, 20 _____.

Company Name: _____

By: _____
(Signature of Company Official)

_____
(Title of Company Official)

Note:
1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.