

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

925 L STREET, SUITE 1425

SACRAMENTO, CA 95814

PHONE (916) 324-1541

FAX (916) 322-0827

INTERNET <http://www.cahighspeedrail.ca.gov>*Flex your power!
Be energy efficient!*

REQUEST FOR OFFER NUMBER: [HSRPO09-024](#) FOR the **FINANCIAL INTEGRITY AND STATE MANAGER'S ACCOUNTABILITY ACT (FISMA) REPORT USING THE DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION CALIFORNIA MULTIPLE AWARD SCHEDULE**

October 15, 2009

You are invited to review and respond to Request for Offer (RFO) number: [HSRPO09-024 Financial Integrity and State Manager's Accountability Act \(FISAM\) Report](#). In submitting your offer, you must comply with the instructions found herein. The services required are delineated in Exhibit A, Scope of Work (SOW).

Please read the enclosed document carefully. The RFO due date is [November 5, 2009 at 4:00 PM pst](#). E-mail an electronic copy of your offer in Microsoft Word format and mail three (3) hard copies to:

AGENCY CONTACT INFORMATION:

California High-Speed Rail Authority

Attn: Vickie Janek

925 L Street, Suite 1425

Sacramento, CA 95814

Telephone: (916) 324-9339

vjanek@hsr.ca.gov

Table of Contents

A. General Information..... 1
B. Evaluation Information..... 4

Exhibits

Exhibit A – Scope of Work

Exhibit B – Proposed Contractor Evaluation and Selection Detail

Attachments

Attachment 1 – Scope of Work Cost Worksheet

Attachment 2 – Timeline

Attachment 3 - References

A. General Information

1. Background and Purpose of RFO for Services

Chapter 69, Statutes of 2006 requires that state agencies conduct an internal review of their operations and prepare a report on the adequacy of their systems of internal control on a biennial basis. The review must be done in accordance with the guidance by the Department of Finance, Office of State Audits and Evaluations.

2. Time Schedule

Below is the tentative time schedule for this procurement:

<u>Events</u>	<u>Date</u>
Release of RFO	October 16, 2009
Questions due from Contractors	October 26, 2009
RFO response submission due.....	November 5, 2009
Selection evaluation review	November 12, 2009
Anticipated contract award date.....	November 16, 2009
Anticipated start date of agreement	November 19, 2009

3. Contract Term

The term of this contract is anticipated to be a total of six (6) months, beginning November 19, 2009, and continuing through May 30, 2010.

The agreement term may change if CHSRA makes an award earlier than expected or if CHSRA cannot execute the agreement in a timely manner due to unforeseen delays.

The resulting contract will not take effect until it is signed by a CHSRA Contract Officer and the Contractor has received a signed copy of the Purchase Order. The Contractor is hereby advised not to commence performance until an authorized contract has been issued by CHSRA. Should performance commence before the contract is issued, such services may be considered voluntary.

4. Contractor Questions

Contractor shall notify CHSRA immediately if clarification is needed regarding the RFO. Contractor shall submit their inquiry in writing and transmit it to CHSRA as instructed below. Contractors that fail to report a known or suspected problem with the RFO or fail to seek clarification and/or correction of the RFO shall submit an offer at their own risk.

a. What to Include in an Inquiry

- 1) Contractor name, name of firm, telephone number, fax number, email address, and RFO number **HSRPO09-024**.
- 2) A description of the subject or issue in question or discrepancy found.
- 3) RFO section, page number or other information useful in identifying the specific problem or issue in question.
- 4) Remedy sought, if any.

b. Question Deadline

CHSRA will accept written or faxed inquiries received by **See Time Schedule Section 2 above**. At its discretion, CHSRA may contact an inquirer to seek clarification of any inquiry received.

c. How to Submit Questions

Because verbal inquiries are easily misinterpreted, Contractors are required to submit all inquiries in writing. CHSRA reserves the right not to accept or respond to verbal inquiries. Verbal remarks provided in response to verbal inquiries are unofficial and are not binding on CHSRA unless later confirmed in writing.

Submit inquiries in writing either by email or fax to the CHSRA contact person's email address or fax number listed on the cover of the RFO. Contractors submitting inquiries are responsible for confirming the receipt of all materials by the question deadline.

Contractor may request an email confirmation or call the CHSRA contact person listed on the cover of the RFO to verify receipt of a faxed inquiry.

No inference should be drawn from any question to which CHSRA does not respond in writing.

d. Responses to Questions

CHSRA shall respond to inquiries in writing by issuing an addendum to all the Contractors who received an RFO.

5. RFO Response Guidelines

It is the Contractor's responsibility to provide all required data and any other information deemed necessary for the State's evaluation team to determine and verify the Contractor's ability to perform the tasks and activities defined in the Contractor's SOW. Each Contractor's offer is based on a complete response to all the requirements of this RFO. The Contractor must provide the following information in the RFO response:

a. Administrative Requirements

- 1) Copy of Contractor's California Multiple Award Schedule (CMAS) contract and any supplements. The CMAS contract number applicable to this project must begin with the number 4, (i.e. 4-XX-XX-XXXX).
- 2) General Services Administration (GSA) Contract pricing pages or CMAS Attachment C.
- 3) Payee Data Record form STD. 204, found on the Office of State Publishing web site at www.documents.dgs.ca.gov/osp/pdf/std204.pdf.
- 4) Small Business Participation – Contractor and/or subcontractor must provide certification if certified by the State of California as a small business, microbusiness, or disabled veteran business enterprise as found on the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification web site at www.pd.dgs.ca.gov/smbus/default.htm.

b. Contractor's Proposal

The Contractor's response must identify how the Contractor will perform the work required to accomplish the project described in Exhibit A – Scope of Work.

c. Attachment 1 – Scope of Work Cost Worksheet

The Contractor must fill in all costs. This document must detail the staff hours by job category, hourly rate per job category by task(s) and deliverable(s), and total cost per task/deliverable.

d. Attachment 2 – Timeline

The Contractor must provide a timeline with associated costs by Tasks.

e. Attachment 3 - References

The Contractor must provide references for similar projects.

B. Evaluation Information

Evaluation and Selection will consist of two (2) stages. Offers must meet the requirements of Stage 1 to be considered for Stage 2. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications may not be considered and may cause an offer to be rejected. Offers that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Contractor, will also be rejected. The CMAS Contractor response that meets the State's requirements and receives the highest overall score in Exhibit B "Proposed Contractor Evaluation and Selection Detail", will be selected as the winning proposal.

1. Stage 1 – Administrative Requirements

The following documents and information must be included in the CMAS Contractor RFO response for the offer to be considered for Stage 2 – Evaluation and Scoring.

- a. Copy of CMAS Contract and any supplements
- b. GSA pricing pages or CMAS Attachment C
- c. Payee Data Record form STD. 204
- d. Small Business Certification (if applicable)

2. Stage 2 – Evaluation and Scoring

The information below must be included in the CMAS Contractor response for the offer to be evaluated and scored. The responses will be scored on the rating criterion in Exhibit B, “Proposed Contractor Evaluation and Selection Detail”.

a. Contractor’s Proposal

The Contractor’s response must identify how the Contractor will perform the work required to accomplish the project described in Exhibit A – Scope of Work.

b. Attachment 1 – Scope of Work Cost Worksheet

The Contractor must fill in all costs. This document must detail the staff hours by classification, hourly rate per job category by task(s) and deliverable(s), and total cost per task/deliverable.

c. Attachment 2 – Timeline

The Contractor must provide a timeline with associated costs by Tasks.

d. Attachment 3 – References

The Contractor must provide references for similar projects.

Scope of Work

1. Scope and Description

Internal control and reporting requirements are provided in the State Administrative Manual (SAM), Section 20060. In accordance with the provisions of SAM 20060, the contractor shall:

1. Identify the operational environment of California High-Speed Rail Authority (Authority) and assess the Authority's mission-critical objectives;
2. Identify and assess the adequacy of the Authority's systems of internal controls and report on any material inadequacies or material weaknesses;
3. Identify risks to the operation of the Authority posed by any actual or potential inadequacies or weaknesses in the system of internal controls;

Fieldwork for the internal control review shall be conducted in accordance with the International Standards for the Professional Practice of Internal Auditing (ISPPA) published by the Institute of Internal Auditors as required by California Government Code, Section 13886.5.

2. Contractor Tasks and Responsibilities

- a. On a monthly basis, each contractor staff person shall complete and sign a timesheet.
- b. The contractor will develop and provide progress reports with each invoice.

3. Deliverables

1. Prepare a draft report to the Executive Director of the Authority, consistent with the guide prepared by the Department of Finance, Office of State Audits and Evaluations, on the findings resulting from the review;
2. Within 30 days of submission of the final report to the Director of Finance, the Legislature, the State auditor and the State Library, prepare a follow-up report as needed to the Director of Finance that includes a plan and schedule for correcting any identified inadequacies and weaknesses.

4. Completion/Acceptance Criteria

It shall be CHSRA's sole determination as to whether a deliverable has been successfully completed and is acceptable to the Authority.

Acceptance criteria shall consist of the following:

- a. Reports on written deliverables are completed as specified and approved.
- b. All deliverables must be in a format that can be used by CHSRA.
- c. If a deliverable is not accepted, CHSRA shall provide the reason in writing within 5 days of receipt of the deliverable.

5. State Responsibilities

Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified under this agreement.

- a. Provide applicable background materials that will assist the Contractor in their preparation.

6. Suggested Timelines

SEE ATTACHMENT 3

7. CHSRA Personnel Participation

Deliverables will be conducted under the leadership of the CHSRA representatives or delegate. The Contractor is responsible for identifying the necessary and appropriate personnel, which will be made available to the Contractor in a timely manner to allow the creation of the deliverable to be completed as required.

8. Key Personnel Minimum Requirements

Consultant must provide qualified candidates who can complete the identified tasks and SOW. Candidate resumes must show relevant experience with dates and references. The proposed consultant job categories must be allowed in the Contractor's CMAS contract. Prior approval from the CHSRA contract manager will be required prior to the replacement of any Contractor personnel.

9. Invoicing and Payment Schedule

It shall be the State's sole determination as to whether a deliverable has been successfully completed and is acceptable to the State.

Invoicing and payment will be made in accordance with the CMAS “**non-IT services**” Special Provisions, Invoicing and Payment for Services. Invoices shall be detailed and identify labor and costs charged for each deliverable. Invoices must be submitted no more than monthly in arrears, identifying Contractor personnel by name and classification, hourly rate of pay, and hours expended by each task. Progress payments do not apply to this contract. Submit invoices with reference to the Purchase Order number to:

Shanelle Hanohano
925 L Street, Suite 1425
Sacramento, CA 95814
(916) 324-1265
(916) 322-0827 fax
shanohano@hsr.ca.gov

10. Travel

CHSRA will **not** reimburse for any expenses (travel, lodging, meals, etc.) incurred by the Contractor in the execution of activities as described by the SOW.

11. Contract Parameters

The Contractor will provide the services described by this SOW subject to the following:

- a. The dollar amount for this project shall not exceed **\$49,000**.
- b. The Contractor will provide the required services within the total contract value.
- c. The Contractor will sign all confidentiality/privacy/security/conflict of interest and other necessary agreements as required to successfully provide the services described by this SOW. This agreement, signed by a CHSRA Contract Officer, authorizes to bind all Contractor employees and any Contractor-authorized subcontractor and their employees.
- d. All terms and conditions of the Contractor’s CMAS will apply to the Contractor’s offer.
- e. The substitution or addition of consultant staff for any reason will be subject to the review and approval of the CHSRA’s Contract Manager. In addition, the contractor management will provide resumes and references of those staff to be substituted or added and must provide history of their particular relevant experience.

12. Subcontractors

Subcontractor Affiliation: The Contractor will act as the prime Contractor under this contract. In addition to identifying all personnel proposed to work under this contract, the Contractor must also identify their subcontractor affiliation as applicable.

The Contractor shall identify the subcontractor firm, staff, tasks to be performed and amounts to be paid when subcontractors are used in the performance of the Contractor's offer. Subcontractors are subject to all of the terms and conditions in the Contractor's CMAS contract.

13. Option to Amend Contract

Subject to the CMAS terms and conditions and contingent upon approval of the State and the Contractor, the State may have the option, prior to the expiration of the agreement, to amend the contract. Any resulting amended contract will not take effect until it is signed by a CHSRA Contract Officer and the Contractor has received a signed copy of the Purchase Order.

14. Option to Extend Contract

Subject to the CMAS terms and conditions and contingent upon approval of the State and the Contractor, the State may have the option, prior to the expiration of the agreement, to extend the contract term. Should the State exercise the option to extend, the proposed rates will remain the same. Any resulting contract extension will not be effective until the contract is amended and it is signed by a CHSRA Contract Officer and the Contractor has received a signed copy of the Purchase Order.

Proposed Contractor Evaluation and Selection Detail

1. Evaluation Criteria

An evaluation committee will review, evaluate, and score offers based on the offer’s adequacy, thoroughness, and degree to which they comply with the RFO requirements. Below are the criteria, point values and weight values for each rating category that will be scored. Selection will be based on the highest overall rating.

RFO Evaluation Criteria	(a) Weight	(b) Score (1-4)	(a) x (b) Weighted Score
1. CLARITY AND ORGANIZATION OF CONTRACTOR’S OFFER <ul style="list-style-type: none"> • Clarity, organization, and conciseness of offer 	1.0		
2. CONTRACTOR’S UNDERSTANDING OF DEPARTMENT’S REQUEST <ul style="list-style-type: none"> • Demonstrated knowledge of the work required • Explanation of the project • Project scope • Department’s problems • Project requirements 	1.5		
3. CONTRACTOR’S APPROACH TO TECHNICAL WORK <ul style="list-style-type: none"> • Design methodology and techniques for achieving flexibility • Statement of technical requirements • Meets project requirements • Project scope 	2.0		
4. CONTRACTOR QUALIFICATIONS AND EXPERIENCE <ul style="list-style-type: none"> • Qualifications and relevant individual experience • Unique qualification of key personnel • Time commitment of key members • Organization Chart • References 	3.0		
5. AMENDMENT OF CONTRACT <ul style="list-style-type: none"> • While The Department has tried to anticipate any circumstances that might impact the completion of this contract by the contractor there may be mitigating issues that require changes or adjustments in the delivery of the completed project. Amendments may be made by mutual agreement of the Department and the Contractor. This allows for the amendment of the contract for time, quantity, cost or minor changes in the Statement of Work. If the contract is amended, the Contractor agrees to charge the same rates. (Contractor agrees in writing = 4 points. No statement agreeing to this provision = 0 points). 	0.5		
6. * PROJECT COSTS	2.0		
			<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Total: </div>

Scope of Work – Cost Worksheet

Submission of this attachment is required.

Job Category	Sub-contractor (Y/N)	Task	Deliverable	Hourly Rate (\$)	Total Hours	Cost (\$)

NOTE: The hourly rates cannot exceed the hourly rates from Attachment C of the CMAS or GSA. The job category must be available under the CMAS or GSA.

Contractor Total Cost.....\$ _____

Subcontractor Total Cost.....\$ _____

Grand Total.....\$ _____

References

Submission of this attachment is required.

Consultant Name:	Phone:
Email:	

Reference 1

Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:	Phone:	Email:	
Dates of Service:	Value or Cost of Service:		
Brief Description of Similar Project:			

Reference 2

Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:	Phone:	Email:	
Dates of Service:	Value or Cost of Service:		
Brief Description of Similar Project:			

Reference 3

Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:	Phone:	Email:	
Dates of Service:	Value or Cost of Service:		
Brief Description of Similar Project:			