



CALIFORNIA
High-Speed Rail Authority

**Request for Qualifications for ROW
Engineering and Survey Support
Services for Pacheco Pass**

RFQ No.: RFX16-11

February 3, 2017

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INTRODUCTION

1 California High-Speed Rail Authority Background

The California High-Speed Rail Authority (Authority) is responsible for planning, designing, building, and operation of the first high-speed rail system in the nation. The California High-Speed Rail (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. By 2029, the System will run from San Francisco to the Los Angeles basin in under three hours at speeds capable 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 state-wide 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 may enter into contracts with private and public entities for the design, construction and operation of high-speed rail trains including all tasks and segments thereof pursuant to California Public Utilities Code section 185036. Additional authority for a State agency to enter into this Agreement includes but is not limited to, Government Code sections 4525, *et seq.*

The Authority intends to finance the Project (as defined in Section 2.2) with State and federal funds, including funds provided by the Federal Railroad Administration (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.

Any services or work performed must be consistent and/or compliant with the conditions set forth within the following:

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012): http://www.leginfo.ca.gov/pub/1112/bill/sen/sb_10011050/sb_1029_bill_20120718_chaptered.pdf.
- California High-Speed Rail Program 2016 Business Plan (2016): http://www.hsr.ca.gov/About/Business_Plans/2016_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/HSRFRA_CooperativeGrantAgreement_Amendment6_051816_Redacted.pdf

2 Purpose and Overview of RFQ

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



1. The Authority is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offeror) for Right-of-Way (ROW) Engineering and Survey Support Services for Pacheco Pass. The purpose of this RFQ is to award an agreement (Agreement) to one successful Offeror (Consultant) to provide ROW Engineering and Survey Support Services to include, but not be limited to, providing personnel and expertise to prepare ROW appraisal maps, legal descriptions, surveys, staking, and exhibits in support of ROW acquisition and other requested services on a Task Order (TO) basis under the direction of the Authority's Director of Real Property.
2. This procurement consists of evaluating SOQs in response to this RFQ with the intent to award an Agreement to a successful, responsive, qualified Offeror whose qualifications conform to the requirements of this RFQ and are considered the most qualified by the Authority.
3. The selected Offeror 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), other partnering agencies and contractor(s) on the California High-Speed Rail Project.
4. The term of the Agreement resulting from this RFQ will be four years.
5. The not-to-exceed dollar value for this Agreement is \$4 million.
6. Any services to be provided by the successful Offeror shall only be performed pursuant to a TO that provides a detailed description of the services to be performed, the time for the Work to be performed, not to exceed amount to be charged, and estimated costs.
7. The services described herein are not exclusive, and the Authority reserves the right to enter into other agreements covering the same or similar services, or to perform the same or similar services itself or through its agents.
8. The Authority requires its professional consultants to provide services of the highest quality within a constrained schedule in order to meet program commitments. It is acknowledged by the Offeror that time is of the essence in the performance of each assigned task. The services and any defined deliverables shall be completed and delivered to the Authority or its agent in a prompt and timely manner so as to permit the effective review and deployment of the deliverable by the Authority during and throughout the performance of any Agreement resulting from this procurement.
9. The RFQ shall follow the process in California Code of Regulations, Title 21, Division 6, sections 10000.1 *et seq.*, and the evaluation/selection will be based on the factors/criteria contained in Attachments A through C.
10. The Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 20, 2012, establishes a 30 percent Small Business (SB) utilization goal, which is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) goal and a three percent Disabled Veteran Business Enterprises



(DVBE). Further details about the Authority's goal and its SB/DBE program may be found on the Authority's website at:

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

11. The Consultant may be expected to work in close cooperation with the Authority's program management consultant.
12. For each TO and/or Work Plan, the Consultant may be required to propose performance targets and measures suitable for measuring performance towards the Authority's performance objectives, which will be provided to the Consultant when the TOs and/or Work Plans are established.
13. Negotiations shall be held with the top ranked Offeror.
14. The RFQ will be available in electronic format on the State's Contract Register at <http://caleprocure.ca.gov> and a link can be found on the Authority's website at http://www.hsr.ca.gov/About/Doing_Business_with_HSR/contracts_for_bid.html.
15. All questions regarding this RFQ must be submitted in writing to the individual identified in Section 3.1 of this RFQ by the date and time listed in Table 1. Responses to questions submitted will be posted on the State's Contract Register for the benefit of all Offerors.
16. The Work to be performed under any Agreement resulting from this RFQ shall be in accordance with the Scope of Work as detailed in Attachment D, Exhibit A, and the Consultant's Statement of Qualifications which shall be attached to any resulting Agreement as Attachment 1. In the event of any inconsistencies or ambiguities in the resulting Agreement, the following documents shall be used to interpret the Agreement in the order of precedence stated:
 - a. Terms of any Agreement, and any amendments, resulting from this RFQ.
 - b. Contractor's SOQ.
 - c. Request for Qualifications No. RFX16-11

In the event of a dispute, the language contained in the resulting Agreement shall prevail over any other language including that of the Statement of Qualifications.

2.1 Background for the RFQ

To facilitate design and construction of the System, the Authority requires ROW Engineering and Survey Support Services for the Initial Operating Segment as amended by any future adopted Business Plan.

The following is a general description of the Project (as defined in Section 2.2):

1. The Project is located within the counties of San Benito, Santa Clara, and Merced and is approximately 24 miles in length. The approximate mileage is subject to change due to alignment selection.
2. The western limit is approximately one-half mile south of the intersection of SR 152 and Lovers Lane and the eastern limit is approximately two miles west of



Interstate 5 and one-half mile north of the intersection of McCabe Road and Tres Cerritos Boulevard. The Project is bounded by these limits along the alignment. Please be advised that the boundaries of the Project may be modified due to environmental work.

As the Authority's program evolves, other geographic locations may be added later at the Authority's direction by Task Order. The Draft Agreement located in Attachment D, Exhibit A of this RFQ represents the full scope of services which the selected Consultant may be asked to perform. A map of the area to which the Work will relate is included below as Figure 1. In preparing their SOQs, Offerors are advised to carefully review and consider all Project information posted on the Authority's website (<http://www.hsr.ca.gov/>).



2.2 Definitions

Whenever used in this RFQ or any Agreement resulting from this RFQ, the following terms have the definitions indicated:

Agreement – The contract between the Authority and the successful Offeror executed as a result of this procurement.

Authority – California High-Speed Rail Authority, which may include the Authority's consultants and other representatives.

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

Authority Contract Manager – The representative from the Authority managing the Agreement resulting from this procurement.

Business Day – Monday through Friday, except for federal or State holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of federal and State holidays can be found at:

<https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/>

and

<http://www.calhr.ca.gov/employees/pages/state-holidays.aspx>.

Commercially Useful Function – The Authority will uniformly apply CUF Best Practices standards in collective consideration of CUF standards set forth by 49 CFR Part 26.55 (c)-(d), Government Code 14837, California Code of Regulations section 1896.4(h), and Military and Veteran Code section 999(b) (5).. A SB, DBE, DVBE, and MB are deemed to perform a CUF if the business meets the following CUF standards:

1. Performs a CUF when a SB/MB/DBE/DVBE is responsible for the execution of a distinct element of work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
2. Performs work that is normal for its business services and functions.
3. Be responsible, with respect, to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.
4. A SB/MB/DBE/DVBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB/MB/DBE/DVBE participation.
5. A SB/MB/DVBE does not perform a CUF if it subcontracts a greater portion of the work than would be expected by normal industry practices.



A DBE does not perform a CUF if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force

Construction Package 1 – The portion of the First Construction Segment bounded by Avenue 19 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 – The portion of the First Construction Segment bounded by East American Avenue in the County of Fresno to the north, and a point approximately one mile north of the Tulare/Kern county line in the County of Tulare to the south.

Construction Package 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 Poplar Avenue in the County of Kern to the south.

Consultant – The successful Offeror, including the prime Consultant and all Subconsultants, that executes the Agreement with the Authority as a result of this RFQ.

Day – Calendar day, unless otherwise noted.

Design-Builder – The Design-Builder performing the design and construction work for Construction Packages as detailed in the Design-Build Contract.

Design-Build Contract – The contract between the Design-Builder and the Authority for design-build services to be performed for Construction Packages.

Disabled Veteran Business Enterprise – A for-profit business concern that meets the certification requirements set forth in California Military and Veterans Code Section 999(b)(7) including but not limited to at least 51 percent owned by a veteran of the United States Military who has at least a 10 percent service-connected disability. To be counted towards meeting the goals of the Small Business Program, a Disabled Veteran Business Enterprise, must be certified by the California Department of General Services.

Disadvantaged Business Enterprise – A for-profit business concern that meets the requirements of Title 49, Part 26.61 through 26.73 inclusive of the Code of Federal Regulations including but not limited to at least 51 percent owned by individuals who are both socially and economically disadvantaged. To be counted towards meeting the goals of the Small Business Program, a Disadvantaged Business Enterprise must be certified by the California Uniform Certification Program.

Grant/Cooperative Agreements – Agreement numbers FR-HSR-009-10-01-05 and FR-HSR-0037-11-01-00 and any amendments thereto between the Authority and the Federal Railroad Administration providing terms for expenditure of federal funds provided for the Project.

Key Personnel – Those individuals identified in the Offeror's SOQ to fill the roles specified in Section 5.4.2.2.



Licensed Professional Engineer – An Engineer that is licensed in the State of California pursuant to the Professional Engineers Act (Business and Professions Code sections 6700 *et seq.*) as a Professional Engineer, at the time the Agreement is executed.

Licensed Professional Land Surveyor – A land surveyor that is licensed in the State of California pursuant to the Professional Land Surveyor's Act (Business and Professions Code section 8700 *et seq.*) as a Professional Land Surveyor, at the time the Agreement is executed.

Microbusiness – A for-profit small business concern that meets the certification requirements set forth in California Government Code section 14837(d) and California Code of Regulations sections 1896.4 (Definitions) and 2894.12 (Eligibility) including but not limited to its principal office is located in California, its owners reside in California, it not be dominant in its field and it have an average gross annual revenue of \$3.5 million or less over the previous three tax years. To be counted towards meeting the goals of the Small Business Program, the Microbusiness must be certified by the California Department of General Services.

Offeror – A Person that submits a Statement of Qualifications in response to this Request for Qualifications.

Offeror Team – Collectively, the Offeror and its members and Subconsultants.

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

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

Project – The portion of the California High-Speed Rail System related to the identification of the ROW necessary to plan, design, construct, maintain, and operate the System.

Public Records Act – The California Public Records Act, Government Code sections 6250 *et seq.*

Scope of Work – The Work identified in the Sample Agreement Attachment D, Exhibit A.

Small Business – A for-profit business concern that meets the certification requirements set forth in California Government Code section 14837(d) and California Code of Regulations sections 1896.4 (Definitions) and 2894.12 (Eligibility) including but not limited to that its principal office is located in California, its owners reside in California, it not be dominant in its field and it have average gross annual revenue of \$14 million or less over the previous three tax years. To be counted towards meeting the goals of the Small Business Program, a Small Business must be certified by the California Department of General Services.

State – The State of California.



Subcontractor/Subconsultant – For the purpose of this procurement and Agreement, Subcontractor and Subconsultant are interchangeable and defined as follows:

- a. Prior to award of the Agreement resulting from this RFQ, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, or that will enter into a sub-subcontract for any part of the Work, at any tier; or
- b. After award of the Agreement resulting from this RFQ, any Person with whom the Offeror has entered into a subcontract for any part of the Work, or with whom any Subcontractor/Subconsultant has further subcontracted any part of the Work, at all tiers.

System – The complete high-speed rail system as described in California Proposition 1A (2008), including Phase 1, which shall run from the San Francisco Bay Area to the Los Angeles basin, and Phase 2, which shall run from Sacramento to San Diego.

Work – All of the tasks required under the Agreement resulting from this RFQ.

2.3 Acronyms

ARRA	American Recovery and Reinvestment Act of 2009
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act of 1970
CP 1	Construction Package 1
CP 2-3	Construction Package 2-3
CP 4	Construction Package 4
CUF	Commercially Useful Function
DB	Design-Build
DBE	Disadvantaged Business Enterprise
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
MB	Microbusiness
NTP	Notice to Proceed
RFQ	Request for Qualifications
SB	Small Business
TO	Task Order
SOQ	Statement of Qualifications
U.S. DOT	United States Department of Transportation



INSTRUCTIONS TO OFFERORS

3 Procurement Schedule and Process

Table 1: Key RFQ Dates

Key Dates	Activity Description
Friday February 3, 2017	RFQ advertised
Friday February 10, 2017	Pre-bid conference location: Santa Clara County Board of Supervisors' Chamber County Government Center 70 West Hedding Street, 1 st Floor San Jose, CA 95110 (The pre-bid conference is not mandatory.)
Tuesday February 28, 2017	Last day to submit written questions
Tuesday March 7, 2017	Authority to Post Responses to Offeror Questions
Tuesday March 21, 2017	SOQs due to Authority's office by 12:00 PM Pacific Time.
Tuesday April 4, 2017	Invitation to Discussions sent
Week of April 10, 2017	Discussions with Offerors held in Sacramento
Tuesday April 18, 2017	Notice of Proposed Award
May 2017	Negotiation with selected Offeror
July 1, 2017	Notice to Proceed Issued

* All dates subsequent to the SOQ submittal deadline may be modified at the discretion of the Authority without issuing a formal addendum to this RFQ.

3.1 Authority's Designated Point of Contact

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

Ami Lovato
California High-Speed Rail Authority
 770 L Street, Suite 620
 Sacramento, CA 95814
 Phone: (916) 431-2926
 Email: Solicitations@hsr.ca.gov

Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any Board member or Authority staff other than the Point of Contact listed above. Failure to comply with this communication prohibition may result in disqualification.



3.2 Addenda to RFQ

The Authority reserves the right to amend the RFQ by addendum before the final date of SOQ submission. It is the responsibility of the Offeror to check the State's Contract Register for all addenda.

3.3 Non-Commitment of Authority

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

3.4 Property Rights

SOQs 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 Agreement for ROW Engineering and Survey Support Services for Pacheco Pass shall belong exclusively to the State of California. All products used or developed in the execution of any Agreement resulting from this RFQ will be governed in accordance with the Ownership of Data Rights and Patent Rights section(s) in Attachment D.

3.5 Improper Communications and Contacts

The following rules of contact shall apply during this procurement that began upon the date of issuance of this RFQ and will be completed with either the execution of the Agreement resulting from this procurement or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes but is not limited to face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

1. After submittal of SOQs, no Offeror or any of its team members may communicate with another Offeror or its team members with regard to the RFQ or any other team's SOQ with the exception of Subconsultants that are shared between two or more Offeror Teams. In such cases, those Subconsultants may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor/ Subconsultant will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Authority sponsored informational meetings). Protocols established to ensure that Subconsultants do not act as conduits of information between teams are subject to Authority review and approval, at the Authority's discretion.
2. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point of Contact (see Section 3.1).
3. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative



thereof shall have any ex parte communications regarding the RFQ or the procurement described herein with any member of the Authority Board or with any Authority staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement.

4. The Offerors shall not contact the entities listed below, including any employees, representatives, and members regarding this RFQ:
 - a. Federal Railroad Administration (FRA)
 - b. California State Transportation Agency (CalSTA)
 - c. California Department of Transportation (Caltrans)
 - d. California Department of General Services (DGS)
 - e. California High-Speed Rail Authority (except as provided in this RFQ)
5. The foregoing restrictions shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFQ.
6. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
7. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.

3.6 Organizational Conflicts of Interest

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

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

Offerors 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 Offeror, its Subcontractors/Subconsultants 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.



An organizational conflict of interest is a circumstance arising out of an Offeror's existing or past activities, business or financial interest, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in:

1. Impairment or potential impairments of an Offeror's ability to render impartial assistance or advice to the Authority of its objectivity in performing work for the Authority;
2. An unfair competitive advantage for any Offeror submitting an SOQ on an Authority procurement; or
3. 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).

If any such conflict of interest is found to exist, the Authority may:

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

Each Offeror shall fully disclose organizational conflicts of interest in its SOQ, using Form B. shall be filled out by each member of an Offeror Team, including the prime Consultant, all joint venture prime members if operating as a joint venture, and all Subcontractors/Subconsultants. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Offeror. If nondisclosure or misrepresentation is discovered after award of the Agreement through this procurement process, the resulting Agreement may be terminated.

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

3.7 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 RFQ 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 FRA are subject to the Freedom of Information Act (FOIA) or other federal open records laws. Offerors should familiarize themselves with the Open Government Laws, including the Public Records Act and FOIA. In no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers or employees be liable to an Offeror or



Offeror Team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ or other information provided in connection with this procurement.

If an Offeror 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 exempt from disclosure, such Offeror should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its SOQ. 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 Offeror 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. Section 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.

3.8 The California Environmental Quality Act

By issuing this RFQ, and by entering into any resulting Agreement that mentions or refers to The California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and State environmental permitting laws/agencies and initially authorizes related work, the Authority does not: (a) waive the Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA's application to the High-Speed Rail project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the High-Speed Rail Project.

3.9 Unruh Civil Rights Act and the Fair Employment and Housing Act

Pursuant to Public Contract Code section 2010, the Offeror has a completed Cert. 11: California Civil Rights Laws Certification, certifying compliance with the following:



1. California Civil Rights Laws: For contracts over \$100,000 executed or renewed after January 1, 2017, the Offeror certifies compliance with the Unruh Civil Rights Act (section 51 of the Civil Code) and the Fair Employment and Housing Act (section 12960 of the Government Code); and Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).
2. Employer Discrimination Policies: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Offeror has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

3.10 Prevailing Wages

1. 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 section 1773.1 of said Code, apprenticeship or other training programs authorized by section 3093 of said Code, 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 Authority's offices, and will be furnished to the Contractor and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, the Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations. If there is any conflict between the state prevailing wage, the federal prevailing wage and the Authority's Community Benefits Agreement, the highest rate shall be paid.
2. The Contractor is required to maintain ongoing registration with the Department of Industrial Relations pursuant to Labor Code 1771.1 beginning at the time of Proposal (if applicable) or Agreement execution, whichever is earlier, through Agreement completion. The Authority will also notify the Department of Industrial Relations of public work construction Agreement awards via form DIR-PWC-100.

4 Submittal of the Statement of Qualifications

4.1 Statement of Qualifications Submittal Information

SOQs submitted in response to this RFQ shall be mailed or hand delivered to:



<p>If hand-delivered:</p> <p>Attention: Ami Lovato California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p>	<p>If delivered by mail:</p> <p>Attention: Ami Lovato California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p>
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Due to building access restrictions, Offerors who will hand deliver their SOQs are requested to notify the Authority's Designated Point of Contact at least 24 hours before their anticipated arrival time.

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

RFQ No.: RFX16-11

California High-Speed Rail Authority
ROW Engineering and Survey Support Services for Pacheco Pass Statement of Qualifications

Offeror: _____

4.2 Late Submittals

In accordance with California Public Contract Code section 10344, SOQs 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 transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. A SOQ is late if received any time after the date and time listed in Table 1. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror. Offerors are responsible for requesting a receipt or delivery confirmation for delivery of their SOQ packages.

4.3 Modification or Withdrawal of SOQs

Any SOQ received may be withdrawn or modified before the SOQ submittal deadline by written request to the Authority that is signed by the Offeror or an authorized agent. The only method for an Offeror to modify its SOQ is by withdrawing its submission in its entirety prior to the SOQ deadline, by written notification to the Authority. A complete, corrected submission package may be resubmitted prior to the SOQ deadline. Modifications offered in any other manner will not be considered.

STATEMENT OF QUALIFICATIONS



5 Statement of Qualifications Requirements

SOQs submitted in response to this RFQ shall include one original and six hard copies in separate 3-ring binders contained in a sealed shipping package. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Offeror's name and numbered 1 through 6 on their spines. Each Offeror shall include one electronic version of its SOQ in a printable and searchable .pdf format on a CD or DVD. The .pdf should not be password protected. SOQs must be received in the specified location no later than the date and time listed in Table 1, addressed in accordance with Section 4.1.

The following summarizes the content and organization of the SOQs. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and/or require additional evidence of qualifications to perform the Work described in this RFQ. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a SOQ.

5.1 General Requirements

The SOQ shall be typewritten and shall be manually signed. Forms and Certifications may be completed in ink, though providing typewritten Forms and Certifications is preferred. All documents contained in the original SOQ package must have original signatures and must be signed by a Person who is authorized to bind the Offeror. All additional SOQ sets may contain photocopies of the original package. Scanned or faxed SOQs are not acceptable and will not be considered.

The SOQ shall comply with the following requirements:

1. Documents should be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules, they should do so sparingly. Large format pages will be included in the page limit.
2. Pages should be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of 10, Page 2 of 10, etc.). Pages should be numbered at the bottom of the page.
3. The SOQ shall be no more than 30 pages in length, exclusive of the Transmittal Letter, resumes as required by Section 5.4.2.2, references as required by Section 5.4.1.1, and the Forms and Certifications, which are not included in the page count.
4. Brochures, extraneous publications such as published articles, directories, lengthy client lists, and miscellaneous materials not specifically requested will not be evaluated.
5. If submitting as a team, note which entity is the prime Offeror or lead joint venture partner (if applicable).
6. Note the individual who will be the point of contact authorized to bind the Offeror.



7. Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
8. Forms A through C, and Certification Nos. 1 through 11 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.
9. The SOQ shall be divided into sections as described below:
 - a. A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
 - b. The index tab should have the appropriate section number typed thereon.
 - c. At a minimum, the items described in Section 5 shall be addressed.
 - d. Sections in the SOQ should be presented in the same order as they appear in this RFQ.

5.2 Transmittal Letter

The SOQ shall be transmitted with a letter that must be signed by an official authorized to bind the Offeror contractually and shall contain a statement that indicates the SOQ is complete and accurate. The Transmittal Letter shall include a statement affirming that the Offeror has, or is able to obtain, the required insurance specified in the Sample Agreement, Attachment D of this RFQ. The Transmittal Letter shall also provide the following: names, titles, addresses, telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Offeror. 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. Offerors shall affirm in the Transmittal Letter that the Minimum Requirements of Section 5.3 are met.

The Transmittal Letter shall include the following:

1. The Offeror must hold valid and appropriate licensure to do business in the State of California, and required licensures issued by the Board for Professional Engineers, Land Surveyors and Geologists. Offerors shall attach copies of licenses to the Transmittal Letter.
2. The Offeror must identify the Offeror's Project Manager assigned to manage any contract awarded pursuant to this RFQ.
3. The Offeror must provide resumes for the Key Personnel. Resumes shall be attached to the Transmittal Letter.
4. The Offeror must provide all necessary information and forms required showing proof of Small Business participation consistent with Section 5.4.4. All Subconsultants shall be identified on Form A.



5. The Offeror must affirm in the Transmittal Letter that it has or is able to obtain the required insurance, specified in the Sample Agreement in Attachment D of this RFQ. Certificates of insurance are due to the Authority before or at the time of execution from the successful Offeror.
6. The Offeror must provide three references for the firm as required in Section 5.4.1.1 (including all required information and/or documentation). Contact information for the references should be attached to the Transmittal Letter, and all other information related to the references shall be included in the body of the SOQ as required in Section 5.4.1.1.
7. The Offeror must provide the Transmittal Letter with all required Forms and Certifications.
8. The Offeror 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.
9. The Offeror must indicate in the Transmittal Letter that it will have a project office (temporary or permanent) within the San Jose – Merced area that will be staffed during normal business hours for the term of any contract resulting from this RFQ, or if it does not have such an office, it will use the Authority's office address closest to its destination as the point of beginning in calculating travel expenses.

5.2.1 Minimum Qualifications

Offerors must satisfy all of the Minimum Qualifications listed below. Failure to satisfy all of the Minimum Qualifications at the time of SOQ submission may result in the immediate rejection of the submission. The Authority reserves the right to request clarifications of Minimum Qualifications. The successful Offeror must continue to satisfy all of the Minimum Qualifications throughout the term of any Agreement resulting from this RFQ.

The Minimum Qualifications for this RFQ are:

1. The Offeror shall satisfy the requirements of Section 5.2 of this RFQ.
2. The Offeror shall satisfy all of the requirements of Section 5.4.1.1 of this RFQ References.
3. At least one Person responsible for direction and control shall hold the requisite professional license in the State of California by the time the Agreement is executed, as required by law and Section 5.4.2.2 of this RFQ. Additional requirements are listed in Sections 5.4.2.1 and 5.4.2.2.

5.3 Executive Summary

Offerors may include an Executive Summary, preferably not exceeding three pages, stating key points of their SOQ that they believe highlight their qualifications to provide the service covered under this RFQ. As such, the Executive Summary may emphasize the Offeror's strengths as fully described in the balance of the SOQ. Offerors should be aware that the Executive Summary will not be separately evaluated and that it will count against the page limitations.



5.4 Contents of the SOQ

Using the following criteria as a minimum, Offerors shall provide straightforward and concise descriptions of the Offeror's ability to provide the services requested in this RFQ.

5.4.1 Past Performance and Experience

The Authority intends to contract with an Offeror with a proven track record of successfully providing ROW Engineering and Survey Support Services on similar projects. The Authority strongly prefers an Offeror that has familiarity with state and local agency ROW work, including but not limited to Caltrans procedures. Experience managing ROW support services on major linear transportation projects or on projects of similar cost, scope and complexity is preferable. Describe how the past projects identified provide the experience preferred in this RFQ. Provide examples of cost saving methodologies utilized on past assignments.

5.4.1.1 References

Provide names, addresses, and telephone numbers for at least three clients for whom the Offeror (i.e. the prime Offeror submitting an SOQ, the joint venture submitting an SOQ, or each individual prime member of the joint venture) has performed work on major linear transportation projects or on projects of similar cost, scope and complexity is preferable. Contact information for the references should be attached to the Transmittal Letter; all other information regarding references and past performance shall be attached to the body of the SOQ and be included in the page count.

References shall be for:

1. If a single entity is the prime Consultant submitting the SOQ, the references shall be submitted for the prime.
2. If the SOQ is submitted by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.
3. If the SOQ 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 assignment identified, the Offeror shall provide the following information:

1. The name of the client;
2. The title of the project or assignment;
3. Current contact phone numbers and email addresses for the client;
4. The scope of the assignment;
5. The name of each proposed team member working on the account;
6. The date of service of the assignment;



7. A summary statement for each assignment; and,
8. Examples of innovative approaches that contributed to project quality and/or cost or schedule savings.

5.4.2 Organization and Key Personnel

The Authority intends to contract with a ROW Engineering and Survey Support Services team with organizational and staffing plans that are appropriate for the services described in Attachment D, Exhibit A and with experienced personnel in key roles. Describe the composition of the ROW Engineering and Survey Support Services team, and how activities are assigned. Describe how mobilization will be accomplished. Submit an organization chart indicating specific personnel nominations for primary and technical support positions. State how the organization and management plan evolves over the life of the project and integrates with Authority staff.

State, in general, the expected work elements based on the activities as described in the Scope of Work in Attachment D, Exhibit A. Describe the accomplishments that can be achieved and how your team's past experience relates to your ability to achieve these.

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, 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. Such letters should be attached to the Transmittal Letter and will not be included in the page count.

5.4.2.1 Staffing Plan

Offerors shall submit a sample staffing plan. The staffing plan shall be organized by the tasks listed in Attachment D, Exhibit A. The staffing plan shall provide the total number of hours needed to perform each task by position. A staffing plan will be required as backup information for any TO issued under an Agreement resulting from this RFQ.

5.4.2.2 Key Personnel and Roles

The Authority seeks a ROW Engineering and Survey Support team that include personnel with knowledge of applicable standards, regulations, codes, and technology. There shall be no change in the Key Personnel without prior written approval by the Authority.

The SOQ must include information regarding California professional licenses held by the Offeror's Key Personnel. At least one key person responsible for direction and control of the ROW Engineering and Survey Support shall be a California registered Professional Land Surveyor (PLS) or Professional Engineer (PE) authorized to practice Land Surveying in the State of California by the time the Agreement is executed.

Provide resumes for Key Personnel positions identified in the organization and management plan, including Subcontractors/Subconsultants' Key Personnel. Resumes shall be limited to three pages and should be keyed to the respective positions on the organization chart and



presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Resumes of administrative and support staff should not be included. Discuss how Key Personnel are qualified for the positions to which they are assigned. Subcontractors/Subconsultants' Key Personnel shall be identified in the same manner.

All known Subcontractors/Subconsultants shall also be identified on Form A. Provide a list of individuals that will fill the following Key Personnel positions:

Principal-in-Charge: The person authorized to make contractual obligations, which provides oversight of the firm, controls resources, assigns people to the project and directs priorities for the firm. The Principal negotiates and enters into subcontractor agreements.

Project Manager: This individual will be responsible for the day-to-day activities of the consultant team and liaison with the Authority's representative. The individual must be a Licensed Professional Land Surveyor or Licensed Professional Engineer authorized to practice Land Surveying in the State of California. A minimum of 10 years of experience performing surveying and ROW engineering is required for the Project Manager.

Quality Manager: This individual will be responsible for assuring the professional quality, technical accuracy, completeness and consistency of all ROW activities, documents and deliverables, particularly exhibits and legal descriptions. The individual must be a Licensed Professional Land Surveyor or Licensed Professional Engineer authorized to practice Land Surveying in the State of California. A minimum of 10 years of experience performing surveying and ROW engineering is required for the Quality Manager.

5.4.3 Understanding of Project Elements and Requirements

The Authority intends to contract with a ROW Engineering and Survey Support Services team with a strong understanding of the project and/or scope of work described in Attachment D, Exhibit A and the requirements for its successful management. This project is located within the remote area of the Diablo Range between the town of Gilroy and Interstate 5. Land Surveying experience in similar geography is desirable. A detailed discussion of the understanding of the project elements, project requirements, and how the ROW Engineering and Survey Support Services function adds value and works toward the goal of achieving optimal efficiency for delivering the necessary ROW project to the Authority.

The western limit is approximately one-half mile south of the intersection of SR 152 and Lovers Lane and the eastern limit is approximately two miles west of Interstate 5 and one-half mile north of the intersection of McCabe Road and Tres Cerritos Boulevard. The Project is bounded by these limits along the alignment. Please be advised that the boundaries of the Project may be modified due to environmental work.



Describe how local knowledge will aid the Offeror in accomplishing the tasks identified in the scope of work. Also discuss how the Offeror will use familiarity with state and local agency ROW work for direction and guidance in performing the scope of work.

5.4.4 Small Business Participation

The Authority's Small and Disadvantaged Business Enterprise Program, August 2012 (SB 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 and Title VI of the Civil Rights Act of 1964 and related statutes.

The Offeror is expected to present within the SOQ a narrative detailing how it will utilize SB/MB/DBE/DVBEs throughout the life of the Agreement. The Offeror shall identify firms being utilized to meet the SB/DBE Program goals, including the estimated contract values and scopes of work that will be used to meet these goals. The successful Offeror shall also comply with SB Program requirements, including but not limited to, SB utilization reporting, substitution/termination processes, and other performance related factors as identified in the Authority's SB Program.

Each listed certified SB, MB, DBE, and DVBE must perform a Commercially Useful Function in the performance of the Agreement as defined in Government Code Section 14837(d)(4) and the Authority SB/DBE Program. The Offeror should refer to the Authority's Small and Disadvantaged Program for a recognized roster of certifying agencies.

The Authority SB/DBE Program Plan is incorporated by reference into any Agreement resulting from this procurement. The Offeror is advised to read and become familiar with the SB Program, which may be found on the Authority's Small Business Policy and Program web page:

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

6 Evaluation and Negotiation

The following summarizes the Statement of Qualifications Review, Evaluation, and Negotiation processes.

6.1 Statement of Qualifications Requirements

The Authority shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 5 and Attachment A. Failure to meet the requirements of this RFQ will result in the rejection of the SOQ.

The Authority may reject any SOQ if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a SOQ. Waiver of an immaterial deviation shall in no way modify the SOQ documents or excuse the Offeror from full compliance with the Agreement requirements if the Offeror is awarded the Agreement. SOQs that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Offeror, may be rejected.



6.2 Statement of Qualifications

The Authority will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section 6 and in Attachment B.

6.3 Offeror Minimum Qualifications

The Offeror must submit all of the required information as described in Attachment A: Minimum Qualifications Checklist. All of the information identified must be included for the SOQ to be considered responsive. SOQs with missing or incomplete information may be rejected. If an Offeror passes this phase, its SOQ will be evaluated and scored.

6.4 Discussions Evaluation

Following the evaluation of SOQs, the Authority will invite selected Offerors to participate in Discussions. Discussions with the Evaluation/Selection Committee will be held with no fewer than the top three rated Offerors, unless fewer than three SOQs are received. Discussions will be separately evaluated based on criteria described in Attachment C.

6.5 Final Scoring

At the conclusion of the SOQ review and the Discussions, the Evaluation/Selection Committee will rank the Offerors on the basis of total weighted SOQ score (60 percent) plus total weighted Discussion score (40 percent), and recommend the Offeror with the highest final score for award of the Agreement. For example, if an Offeror scores 75 on their SOQ and 80 on their Discussion, then the final score would be:

$$(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$$

6.6 Agreement Negotiation Process

At the conclusion of the SOQ review and Discussions, the Authority will recommend the top ranking Offeror for award of the Agreement. The top ranking Offeror shall submit their Cost Proposal/Rate Sheet to the Authority within five Business Days of the Notice of Proposed Award is released. The selected Offeror will provide the Cost Proposal/Rate Sheet and Schedule of Other Direct Costs in Attachment E for the selected Offeror and all proposed Subconsultants. In addition, the Offeror must submit the following information for each firm:

1. A payroll register for each proposed employee. If a classification is proposed, payroll registers must be submitted to support the high and low range of the classification.
2. Current overhead supporting documentation, to include:
 - a. A cognizant rate approval letter, if available, or
 - b. Audited Schedule of Indirect Costs, if available, or
 - c. Internally prepared Schedule of Indirect Costs. Supporting documentation will be requested by the Authority directly from each firm.



3. Other direct cost rate supporting documentation, e.g. internal reproduction rates, company owned vehicle rate breakdown, etc.

The Authority will enter into limited negotiations with the Offeror ranked “1” for the scope of the Agreement. If limited negotiations are unsuccessful, the Authority will terminate all discussions with the top ranked Offeror and enter into limited negotiations with the next highest ranked Offeror and so on sequentially. After completion of successful negotiations, the Authority shall recommend an Offeror for Agreement award. Fee and escalation shall be in accordance with Exhibit B of Attachment D and Government Code 4525, *et seq.*

Upon approval by the Authority Board, the Authority will be authorized to award and execute the Agreement to the selected Offeror.

6.7 Notice of Proposed Award

After the Offeror with the highest final score is determined, the Notice of Proposed Award will be posted on the Authority’s website at:

http://hsr.ca.gov/About/Doing_Business_with_HSR/contracts_for_bid.html.

The successful Offeror must complete and submit to the Authority the Payee Data Record (STD 204) before the execution of any Agreement resulting from this RFQ, to determine if the Offeror is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662. This form can be found at:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

No payment shall be made unless a completed STD 204 has been returned to the Authority.

6.8 Execution and Award Process

The Authority will not consider any changes to the Standard Agreement “terms and conditions” contained in this RFQ. If, for any reason, a successful Offeror does not sign the Agreement documents within a reasonable time, the Authority may eliminate that Offeror from its award list and select the next highest ranked Offeror.

If the Authority cannot reach an Agreement with the highest ranked Offeror, the Agreement may be offered to the next highest ranked Offeror, and so on, until an Agreement is executed.

6.9 No Agreement Until Signed and Approved

No Agreement between the Authority and the successful Offeror is in effect until the Agreement is signed by the Consultant and the Authority.

6.10 Debriefings

After the Notice of Proposed Award is posted, each Offeror may request a debriefing with the Authority Contracts Office. The meeting shall be requested within 10 Business Days from the date of the Notice of Proposed Award. The debriefing meeting is an opportunity for Offerors to receive feedback on their SOQ and may provide insight to improving SOQ preparation and



Discussion performance for use in future solicitations. Debriefings will be held after the procurement process ends when the Agreement has been executed.

7 Protest Procedures

7.1 Applicability

This section sets forth the exclusive protest remedies available with respect to this RFQ and prescribes the exclusive procedures for protests regarding:

1. Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed Authority's authority;
2. A determination as to whether a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all Minimum Qualifications;
3. Invitations to discussions; and,
4. Final selection.

7.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.1(1) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Authority's Designated Point of Contact provided in Section 3.1. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

7.3 Deadlines for Protests

Protests concerning the issues described in Section 7.1(1) must be filed as soon as the basis for the protest is known, but no later than 10 days prior to the SOQ deadline. If the protest relates to an addendum to the RFQ, the protest must be filed no later than five Business Days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Section 7.1(1) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Section 6.1(1).

Protests concerning the issues described in Section 7.1(2) must be filed no later than five (5) Business Days after the date of the notification of non-responsiveness.

Protests concerning the issues described in Section 7.1(3) must be filed no later than five (5) Business Days after the earliest of the invitations to discussions and the public announcement thereof.

Protests concerning the issues described in 7.1(4) must be filed no later than five Business Days after the Notice of Proposed Award is posted.



7.4 Content of Protest

Offerors may provide an initial statement of the protest by the deadlines provided in Section 7.3 above, provided that the Offeror provides a full statement of the protest within five Business Days of the initial statement. Protests shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

7.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy to the Authority's Designated Point of Contact identified in Section 3.1 as soon as the basis for the protest is known to the Offeror. The Protest Official for this RFQ is:

Mark McLoughlin
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814

7.6 Burden of Proof

The protestor shall have the burden of proving its protest. The Authority may discuss, in its sole discretion, the protest with the protestor and other Offerors. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

7.7 Decision on Protest

The Protest Official shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. If necessary to address the issues raised in a protest, in its sole discretion, the Authority may make appropriate revisions to this RFQ by issuing addenda.

7.8 Limitation on the Authority's Liability

The Authority shall not be liable for any damages to or costs incurred by any participant in a protest, on any basis, express or implied, and whether or not successful.



Attachments

- Attachment A: Minimum Qualifications Checklist
- Attachment B: Criteria for Awarding Points for the Statement of Qualifications Worksheet
- Attachment C: Criteria for Evaluation of Discussions and Final Score Worksheet
- Attachment D: Sample Agreement, including Exhibit A (Scope of Work) through Exhibit F
- Attachment E: Cost Proposal/Rate Sheet Form



Attachment A: Minimum Qualifications Checklist

#	Minimum Qualification	Yes	No
1.	Was the SOQ received no later than the date and time listed in Table 1?		
2.	Did the SOQ include one original and five hard copies in separate 3-ring binders contained in a sealed shipping package? Is the Original is marked "Original" on its face and spine, and each copy is marked with the Offeror's name and numbered 1 through 5 on their spines?		
3.	Did the Offeror include one electronic version of their SOQ in an unprotected searchable .pdf format on a USB?		
4.	Is the SOQ typewritten and signed manually?		
5.	Is the SOQ no more than 30 pages in length, exclusive of the transmittal letter, resumes and references, and the Forms and Certifications?		
6.	Did the Offeror submit a Transmittal Letter with the following information? a. Proof of valid and appropriate licensure as qualified to do business in the State of California; b. Identification of a Contract Manager; c. Resumes for all identified Key Personnel; d. All necessary information and forms required showing proof of Small Business participation; e. Affirmation that Offeror has or is able to obtain the required insurance, specified in the Sample Agreement in Attachment D of this RFQ; f. References for the firm as required in Section 5.4.1.1; and g. Affirmation that Offeror has not been terminated from another contract for default or has not received a civil judgment or criminal conviction in the past five years.		
7.	Is at least one person responsible for direction and control of the Work shall be a California Licensed Professional Land Surveyor (PLS) or Licensed Professional Engineer (PE) authorized to practice Land Surveying in accordance with the laws of the State of California?		
8.	Did the Offeror indicate in the Transmittal Letter whether it will have an office within the initial geographic scope of the services that will be staffed during normal business hours for the term of any Agreement resulting from this RFQ, or if it does not have such an office, that it will use the Authority's office address closest to its destination as the point of beginning in calculating travel expenses?		
9.	Did the Offeror achieve at least three percent DVBE participation through its submittals on Forms A and C?		
10.	Form A: Schedule of Subcontractor(s)/ Subconsultant(s)		
11.	Form B: Organizational Conflicts of Interest Disclosure Statement		
12.	Form C: Disabled Veteran Business Enterprise Declaration		
13.	Cert. 1: Certification Regarding Miscellaneous State Requirements		
14.	Cert. 2: Offeror's Overall Project Small Business Goal Commitment Affidavit		
15.	Cert. 3: Iran Contracting Certification		
16.	Cert. 4: Darfur Contracting Act Certification		
17.	Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification		



#	Minimum Qualification	Yes	No
18.	Cert. 6: Subcontractor/Subconsultant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification		
19.	Cert. 7: Non-Collusion Affidavit		
20.	Cert. 8: Equal Employment Opportunity Certification		
21.	Cert. 9: Non-Discrimination Certification		
22.	Cert. 10: Certification Regarding Lobbying		
23.	Cert. 11: Unruh Civil Rights Act and the Fair Employment and Housing Act		



Attachment B: Criteria for Awarding Points for the Statement of Qualifications Worksheet

Criteria*		Maximum Score	Actual Score
1.	<p>PAST PERFORMANCE AND EXPERIENCE</p> <ul style="list-style-type: none"> • Has the Offeror successfully delivered on past projects of similar scope and complexity? • Does the Offeror have experience with State and local agency ROW work? • Has the Offeror managed ROW acquisition support services on major linear transportation projects? 	30	
2.	<p>ORGANIZATION AND KEY PERSONNEL</p> <ul style="list-style-type: none"> • Does the proposed project organization present a clear and logical framework? • Is the management approach complementary and responsive to the RFQ requirements? Does the staffing plan convey the proper level of response for the work at hand? • Does it demonstrate a high level of commitment and resource availability? • Does it address the full expanse of potential tasks in the scope? <p>KEY PERSONNEL AND ROLES</p> <ul style="list-style-type: none"> • Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned? • Is their past experience applicable and indicative of success on this project? • Does the project manager have sufficient authority within their organization to effectively lead and manage the project? 	30	
3.	<p>UNDERSTANDING OF PROJECT REQUIREMENTS</p> <ul style="list-style-type: none"> • Has the Offeror demonstrated a thorough knowledge of the project? • Is there sufficient evidence of analysis to lend credibility to the commitments made? • Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the ROW for a project of this complexity and magnitude with autonomy? 	30	
4.	<p>SMALL BUSINESS PARTICIPATION</p> <ul style="list-style-type: none"> • Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives? • Does the Offeror's narrative demonstrate how they will meet the goals and how they will continue to meet the goals for the term of the Agreement? 	10	
Total SOQ Score		100	



Total Score with 60% Weighting Factor (SOQ Score x 0.6)	60	
--	-----------	--

** NOTE: These criteria are 60% of the final score*



Attachment C: Criteria for Evaluation of Discussions and Final Score Worksheet

Criteria*		Maximum Score	Actual Score
1.	PRESENTATION <ul style="list-style-type: none"> Quality and appropriateness of the presentation Logic of the chosen speakers relative to project challenges Project Manager control over the Offeror 	25	
2.	PROJECT MANAGER PARTICIPATION <ul style="list-style-type: none"> Quality of presentation and responsiveness to questions Understanding of ROW Engineering and Survey Support Services for Pacheco Pass challenges and requirements Perceived level of involvement with SOQ structure, content and presentation plan 	25	
3.	KEY STAFF PARTICIPATION <ul style="list-style-type: none"> Quality of presentations and responsiveness to questions Understanding of assignment challenges and requirements Perceived level of involvement with SOQs preparation 	25	
4.	UNDERSTANDING OF PROJECT <ul style="list-style-type: none"> Does the Offeror convey an understanding of the critical project success factors? Is the Offeror able to provide evidence of successful Small Business utilization for this project? Is the Offeror able to provide evidence of prior project experience, including lessons learned or challenges, with projects of this magnitude and complexity? 	25	
Total Discussions Score:		100	
Total Discussion Score with 40% Weighting Factor (Discussion Score x 0.4)		40	

* NOTE: These criteria are 40% of the final score

Total Score for Statement of Qualifications and Discussion	Maximum Score	Actual Score
Total Weighted SOQ Score	60	
Total Weighted Discussion Score	40	
Final Score	100	

Final Score Example

If an Offeror scores 75 on their Statement of Qualifications and 80 on their Discussion, then the final score would be: $(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$



Attachment D: Sample Agreement, including Exhibit A (Scope of Work) through Exhibit F

The Sample Agreement is attached as Attachment D to this RFQ.

The Sample Agreement is comprised of Std. 213, which can be found at <http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD213-JUNE%2003.doc>, and Exhibit A through Exhibit F



Attachment E: Cost Proposal/Rate Sheet Form

For reference only; not to be submitted with SOQ

STATE OF CALIFORNIA - CALIFORNIA HIGH-SPEED RAIL AUTHORITY (1)

(2) Agreement #: HSRXX-XX

COST PROPOSAL/RATE SHEET FORM

Consultant: _____

Date: XX/XX/XX

HSR 210 (Rev. 01/2015)

Page 1 of #

	(3)	Fringe Benefit %	General		Indirect Rate %
			Administrative %		
STRAIGHT		xx% +	xx% +	=	(4a) xx%
OVERTIME		xx% +	xx% +	=	(4b) xx%
			(5) FEE %		
			xx%		

Name/Classification*	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate**	Hourly Range for Class***
	Straight	Overtime	From	To			
(6)	(7)	(7)	(8)	(8)	(9)	(10)	(11)

Costs proposed must comply with 49 CFR, Part 18.
 * For all key team members, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification.
 **For named employees enter the actual hourly rate.
 ***For classifications only, list the average and hourly rate range for that classification.



State of California - California High-Speed Rail Authority

CONSULTANT INSTRUCTIONS FOR DEVELOPING CONTRACT COST PROPOSAL/RATE SHEET

HSR 210 (Rev. 01/2015)

The California High-Speed Rail Authority's Contracts and Procurement Branch (Contracts) will work directly with the Prime Consultant concerning the Agreement and the Cost Proposal/Rate Sheet. The Prime Consultant (Prime) is responsible for coordinating with their Subconsultant(s) to develop the Cost Proposal/Rate Sheet. The Prime Consultant is responsible for obtaining valid cost proposal information and/or forms from its Subconsultant(s) and submitting that information to Contracts. The Prime Consultant is required to have a designated Point of Contact to work with Contracts.

Authority Review of Cost Proposal/Rate Sheet - The Consultant's Cost Proposal/Rate Sheet will be subject to Authority review.

1. To assist Authority personnel, the Prime Consultant shall provide a contact person's name, telephone number, fax number and email address for themselves and each Subconsultant.
2. For each Subconsultant the Prime shall identify the estimated total percentage(s) or dollar value of the work anticipated to be performed by the Subconsultant on Form A.
3. The Consultant and its Subconsultants are required to provide supporting documentation for all proposed costs and rates.
4. If a revised Cost Proposal/Rate Sheet is required of the Prime and Subconsultants as a result of audit findings or cost negotiations, the Consultant will provide a new Cost Proposal/Rate Sheet with all requested revision(s) and a revised date. The revised Cost Proposal/Rate Sheet date shall be the same for the Prime and Subconsultants and the revised date shall be on each page of the revised Cost Proposal/Rate Sheet.

Instructions for completing the Cost Proposal are enumerated on the Cost Proposal Form as follows:

1. The Prime and Subconsultant's Cost Proposal must be submitted in the format of the Cost Proposal Form (HSR 210) and Schedule of Other Direct Cost Items (HSR 211).
2. On the right hand side of the page indicate the Agreement number(s), the attachment letter, the firm's name, date prepared, and page number of numbers (i.e. 1 of 6, 2 of 6, 3 of 6, etc.).
3. In the middle, center of the page, indicate the firm's percentages for the fringe benefits and general administrative, for straight and overtime percentages, as applicable. The firm's indirect rate percentage is subject to Authority review.



4. **Indirect Rate %** - The combined percentage is the combination of the fringe benefit and general administrative, percentages for both Straight and Overtime percentages. Provide rates separately for "Straight" and Overtime". The combined percentage figures for "Straight" and "Overtime" hours may remain the same if the firm's business practice does not accumulate overhead costs separately for "Straight" and "Overtime" hours.
5. **Fee** - As a separate line item, indicate the fee percentage proposed. It should be noted that the fee percentage is subject to negotiation.
6. **Name and Classification** - For all key team members, list the name and corresponding job classification. The job classification title should be descriptive of the function the team member will perform for the project. For all other proposed employees list the job classification. When the Consultant has a "pool" of employees that can perform the necessary tasks and may need to assign different personnel within the same classification to perform the work, identify the "hourly range for class".

On the Cost Proposal/Rate Sheet form, note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).

7. **Loaded Hourly Billing Rate** - Under "Loaded Hourly Billing Rates" the firm will list the "Straight", and "Overtime" rates for all named and/or unnamed classifications. To complete the "Loaded Hourly Billing Rates" section combines the applicable hourly wage rate with the combined overhead and fixed fee percentages. Below is the formula for calculating the "loaded rate" (with example figures):

Actual/Average Hourly Rate	X	Combined %	=	(A)
\$30.75	X	1.1234	=	\$34.54455 (\$34.54)
Actual/Average Hourly Rate	+	(A)	=	(B)
\$30.75	+	\$34.54	=	\$65.29
(B)	X	Fee %	=	(C)
\$65.29	X	0.05	=	\$3.2645 (\$3.26)
(B)	+	(C)	=	Loaded Rate
\$65.29	+	\$3.26	=	\$68.55

Overtime may be "not applicable" (N/A) for some of the classifications. Overtime is not available for all Agreements. Overtime should be "N/A" for exempt employees and with a figure for employee(s) subject to the Fair Labor Standards Act (FLSA).

8. **Effective Date of Hourly Rates** - The initial date of the "Effective Date of Hourly Rates" will be the date of the Interviews, as listed in the RFQ. The "Effective Date of Hourly Rates" should cover the performance period stated in the Agreement. If the Agreement is for a three year duration, the Consultant should list each state fiscal year on a separate line for each named individual and/or classification.
9. **Escalation for Cost of Living** - Escalation shall be in compliance with Attachment D, Exhibit B, Section 2.1.4.
10. **Actual Hourly Rate** - Where a specific employee is named, provide the "Actual Hourly Rate" and the effective dates of the rate.



11. **Classification Employee(s)** - Identify “Actual Hourly Rate” or the “Hourly Range for Class” rate for that classification.
12. **Other Direct Costs** - Utilizing the format of the “Schedule of Other Direct Cost Items” HSR 211 ODCs attached, indicate any anticipated “Other Direct Cost” (ODC) items, including in-house billing rates. ODC items are expenditures that are directly related to the Agreement, which are not captured in the Consultant’s Overhead Percentages.

Each Consultant is responsible for billing the Authority for their ODCs at “actual” cost, without any additional markup or profit. ODCs are subject to Authority review.

1. In-house billing rates are generally for those services provided by the Consultant rather than by an outside vendor. For example, a Consultant may perform all of its printing and reproduction work in-house and bill at an established per page billing rate. The established in-house billing rate should be based on actual costs incurred by the Consultant. Or, a Consultant may send out their printing and reproduction work and pay an outside vendor, in which case the rate would be “Actual” and the amounts billed supported by vendor invoice.
2. If part of the contracted work is to be subcontracted, the Prime Consultant shall submit ODCs for each Subconsultant.
3. Only one ODC sheet should be included with the Prime Consultant’s Cost Proposal/Rate Sheet that combines the Prime and Subconsultants ODC items. Normally, ODC items will vary from Consultant to Consultant depending on the accounting method utilized by the Consultant; the ODC items listed on the “Schedule of Other Direct Cost Items” form may vary from one Consultant to another. If an item listed on the “Schedule of Other Direct Cost Items” form is captured in the Consultant’s Overhead Percentages, the Consultant should note “not applicable” (N/A) in that section 3.



Form HSR 211

State of California
 California High-Speed Rail Authority
 Prime Consultant's Name
 Agreement #: HSRXX-XX

Attachment #
 Date XX/XX/XX
 Page 1 of #

SCHEDULE OF OTHER DIRECT COST ITEMS

(12)								
PRIME			SUBCONSULTANT (1)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		

Notes

1. List applicable direct cost items with estimated rates for this Agreement. These rates should be supported with appropriate documentation.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items listed when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in the overhead rate.
4. Travel related costs are reimbursed in accordance to State of California travel reimbursement rates and guidelines.

Forms and Certifications

Forms

- Form A: Schedule of Subcontractor(s)/ Subconsultant(s)
Form B: Organizational Conflicts of Interest Disclosure Statement
Form C: Disabled Veteran Business Enterprise Declaration

Certificates

- Cert. 1: CCC-307
Cert. 2: Offeror'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/Subconsultant 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
Cert. 11: Unruh Civil Rights Act and the Fair Employment & Housing Act



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

Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed & Percentage of Work	Small Business Status (Check all that apply)		Previous Year's Annual Gross Receipts
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> < \$500K
Street Address:			(Check all that apply)		
City, State Zip:					
Phone:			Type	Certification #	<input type="checkbox"/> \$500K-\$2 Mil
Fax:			<input type="checkbox"/> DBE		<input type="checkbox"/> \$2 Mil-\$5 Mil
Tax ID:			<input type="checkbox"/> SB		
Contact Person:			Age of Firm:	<input type="checkbox"/> MB	<input type="checkbox"/> > \$5Mil
Email:				<input type="checkbox"/> DVBE	
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> < \$500K
Street Address:			(Check all that apply)		
City, State Zip:					
Phone:			Type	Certification #	<input type="checkbox"/> \$500K-\$2 Mil
Fax:			<input type="checkbox"/> DBE		<input type="checkbox"/> \$2 Mil-\$5 Mil
Tax ID:			<input type="checkbox"/> SB		
Contact Person:			Age of Firm:	<input type="checkbox"/> MB	<input type="checkbox"/> > \$5Mil
Email:				<input type="checkbox"/> DVBE	
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> < \$500K
Street Address:			(Check all that apply)		
City, State Zip:					
Phone:			Type	Certification #	<input type="checkbox"/> \$500K-\$2 Mil
Fax:			<input type="checkbox"/> DBE		<input type="checkbox"/> \$2 Mil-\$5 Mil
Tax ID:			<input type="checkbox"/> SB		
Contact Person:			Age of Firm:	<input type="checkbox"/> MB	<input type="checkbox"/> > \$5Mil
Email:				<input type="checkbox"/> DVBE	

(Add rows/pages as needed)

Attach to this form copy(s) of applicable Small Business Certificates for those Subcontractor/Subconsultants that are designated as SB/ MB/ DBE/ DVBEs. Include all applicable certifications.

Organization Name, Address, and Telephone

Signature of Team Representative

Printed Name

Title

Date



Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. 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/Consultant’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 Offeror 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).

2. 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 Offeror and its team (including Offeror, Offeror Team members, and all Subcontractors/Subconsultants identified at the time of the submittal of its SOQ, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.



3. 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.

4. 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

Offeror



Form C: Disabled Veteran Business Enterprise Declaration

Please complete and submit the Disabled Veteran Business Enterprise Declaration for any DVBE participation. The form is located at:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>



Cert. 1: CCC-307

Please complete and submit the CCC-307 form located at:

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.



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 bid or proposal in response to this RFQ RFX16-11.

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 Offeror and all joint venture members of the Offeror.



Cert. 4: Darfur Contracting Act Certification

PLEASE READ THE DIRECTIONS OF THIS CERTIFICATION CAREFULLY. DO NOT COMPLETE THE SIGNATURE BOX UNLESS YOU HAVE INITIALED PARAGRAPH No. 3.

Pursuant to Public Contract Code section 10478, if an Offeror currently or within the previous three 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 SOQ, 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. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
Initials 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. _____ We currently have, or we have had within the previous three years, business
Initials 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 Offeror to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

Offeror 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 Agreement.

In accordance with the provisions of 2 C.F.R. Part 180, the Offeror certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. 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.
3. 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 this certification.
4. 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 Offeror shall require any Subcontractor/Subconsultants, 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/Subconsultants, 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/Subconsultant 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 Agreement.

In accordance with the provisions of 2 C.F.R. Part 180, the prospective lower tier participant (Subcontractor/Subconsultant) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. 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.
3. 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 this certification.
4. 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.

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



Cert. 7: Non-Collusion Affidavit

STATE OF _____ §
 _____ §
 COUNTY OF _____ §

The undersigned declares:

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

The party submitting the foregoing SOQ, and that the SOQ is:

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

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

3. Put in a false or sham SOQ; and
4. Colluded, conspired, connived or agreed with any Offeror or anyone else to put in a sham SOQ or that anyone shall refrain from bidding.

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

5. Fix the Cost Proposal of the Offeror or any other Offeror, or
6. Fix any overhead, profit, or cost element, or that of any other Offeror, or
7. Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the SOQ are true.

The Offeror 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



(Offeror)

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



Cert. 8: Equal Employment Opportunity Certification

To be executed by the Offeror, all joint venture members of the Offeror, and all Subcontractors/ Subconsultants.

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 Offeror, relationship to the Offeror: _____



Cert. 9: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. section 2000d, the Offeror 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 Agreement.

**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:

1. 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.
2. 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.
3. 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. section 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.*



Cert. 11: Unruh Civil Rights Act and the Fair Employment & Housing Act**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if an Offeror executes or renews a contract over \$100,000 on or after January 1, 2017, the Offeror hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Offeror Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

