California High-Speed Rail Authority

Request for Qualifications for

Merced to Sacramento Corridor Environmental/Engineering Work

RFQ No.: HSR 13-45

August 2, 2013

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1.0 Overview and General Information

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

a) The California High-Speed Rail Authority (Authority) is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms for the purpose of awarding a contract for Merced to Sacramento Environmental/Engineering Work ("Work").

b) This procurement consists of evaluating SOQs in response to this RFQ with the intent to award a contract to a successful, responsive, responsible Consultant whose qualifications conform to the solicitation and is considered the most qualified by the Authority.

c) The estimated contract term is two (2) years.

d) The estimated dollar value for this contract is $1.0 million.

e) The RFQ solicitation shall follow the process in California Code of Regulations, Title 21, Division 6, Section 10000.1 et seq., based on the factors/criteria contained in Attachment B and Attachment C.

f) Consultants are required to comply with the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts and submit Form A and Cert. 2, thereby making a commitment to the requisite participation by Small, Disadvantaged, and Disabled Veteran Business Enterprises.

g) Any contract resulting from this solicitation will be subject to the supplemental terms and conditions contained in Attachment D.

h) Negotiations shall be held with the top ranked Consultant.

i) The RFQ will be available in electronic format only on the State's Contract Register at (www.bidsync.com) and a link can be found on the Authority's website (http://www.hsr.ca.gov/)

j) All questions regarding this RFQ must be submitted in writing through (www.bidsync.com) by 4:00 PM PST by August 16, 2013 for the benefit of all participants.

1.1 Definitions

Definitions related to this solicitation are as follows:

a) **Consultant –** Prime consultant and all subconsultants.

b) **Small Business Concern –** For the purposes of this solicitation and in order to be as inclusive as possible to small businesses, the Authority recognizes a Small Business Concern to include certified Small Businesses (SB), Disadvantaged Business Enterprises (DBE), Disabled Veteran Business Enterprises (DVBE), and Microbusinesses, as set forth below:

c) **Disadvantaged Business Enterprise** – A for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. In the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and, whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it and has been certified as Disadvantaged in accordance with 49 CFR, Part 26. The Authority recognizes DBE certifications issued by the California Unified Certification Program (CUCP). Refer to the Authority's Small and Disadvantaged Business Enterprise Program for the Roster of Certifying Agencies.

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

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

f) **Small Business –** A for-profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration and California Department of General Services for certification as a Small Business. For 100 percent state funded contracts, a Small Business is independently owned and operated, with its principal office located in California, and with owners living in California, has grossed $14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services. The Small Business participation under a strictly state funded contract will be counted toward the Authority's overall Small Business utilization goal.

1.2 Statement of Qualifications Submittal Information

SOQ submitted in response to this RFQ shall include one original and six (6) hard copies as well as an electronic version in pdf format. SOQs must be received no later than 4:00 PM PST, August 30, 2013 addressed as follows:

MAILED OR HAND-DELIVERED TO:

California High-Speed Rail Authority
Attention: Ms. Tammy Thomas, Contract Manager
770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) 403-2676
Email: tammy.thomas@hsr.ca.gov

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

RFQ No.: HSR 13- 45

California High-Speed Rail Authority

Merced to Sacramento Corridor Environmental/Engineering Work Statement of Qualifications

Consultant: _____

Late Submittals:

In accordance with California Public Contract Code 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, email and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for delivery.

A SOQ is late if received any time after 4:00 PM PST, August 30, 2013. SOQs received after the specified time will not be considered and will be returned unopened to the Consultant.

Modification or Withdrawal of SOQs:

Any SOQ received may be withdrawn or modified before the SOQ submittal date by written request to the Authority.

Table 1: Key RFQ Dates

Key Dates	Activity Description
August 2, 2013	RFQ advertised and issued to prospective respondents.
August 13, 2013 10:00am – 11:30am	Pre-Bid Conference to be held at: Department of Water Resources Auditorium 1416 9th Street Sacramento, CA 95814

Key Dates	Activity Description
August 15, 2013 10:00am – 11:30am	Pre-Bid Conference to be held at: Department of General Services Ronald Reagan Building Auditorium 300 South Spring Street Los Angeles, CA 90013
August 16, 2013	Deadline for Questions
August 30, 2013	SOQs due to Authority's office by 4:00 PM Pacific Time.
September 12, 2013	Interviews held at Authority's Sacramento office
September 18-27, 2013	Negotiations
October 3, 2013	Authority Board acts on the contract
October 18, 2013	Estimated Start Date
October 17, 2015	Estimated End Date

2.0 Background

Established in 1996 by state legislation, the California High-Speed Rail Authority has a statutory mandate to plan, build, and operate a high-speed rail system to be coordinated with California's existing transportation network, particularly intercity rail and bus lines, commuter rail lines, urban rail transit lines, highways, and airports.

The Authority is planning to provide intercity, high-speed train service on over 800 miles of track throughout California that will connect the major population centers of Sacramento, the San Francisco Bay Area, the Central Valley, Los Angeles, the Inland Empire, Orange County, and San Diego. The System is envisioned as a state-of the-art, electrically powered, high-speed, steel-wheel-on-steel-rail technology, which will include state-of-the-art safety, signaling, and automated train-control systems. The trains will be capable of operating at speeds of up to 220 mph over a fully grade-separated, dedicated track alignment, with an expected express trip time between Los Angeles and San Francisco of approximately 2 hours and 40 minutes and between Los Angeles and San Diego in 1 hour and 20 minutes.

The California High-Speed Rail Program will depend on a mix of public and private investment. The 2012 Revised Business Plan identifies a phased approach to system development to allow for greater efficiency in the use of private investment once the initial segments of the System are in place. This approach recognizes current budgetary and funding realities, and will help ensure the System's success by introducing Californians to high-speed rail service and building ridership over time. The 2012 Revised Business Plan identifies the following phases:

a) Initial Operating Segment – Extending to Merced and San Fernando Valley
b) Bay to Basis – Extending to San Jose
c) Phase 1 – Extending to Los Angeles
d) Phase 2 – Expanding to Sacramento, Anaheim, and San Diego.

3.0 Description of Work

This RFQ issued by the Authority solicits SOQs for the California High-Speed Rail Project (CHSRP), Merced to Sacramento Section for as-needed Corridor Planning, Conceptual Engineering, Alternatives Development, Financial and Programming Analysis, Stakeholder Coordination, and Environmental Services ("Work"). The focus of this work will be on the selected corridor as part of the Authority's and FRA's certified statewide California High Speed Train Program EIR/EIS and the FRA's Record of Decision (both November 2005).

3.1 Location of the Work

The Merced to Sacramento section is part of Phase 2 of the System. This section is 110 miles long. It runs east and south, roughly paralleling Highway 99 and Interstate 5 from Sacramento to Merced where it will connect with the Merced to Fresno and Merced to San Jose sections.

3.2 Previous Work

Work elements for the Merced to Sacramento section have been initiated as part of a previous contract, and include the following:

a) Preparation of a Scoping Report
b) Initiation of Alternatives Analysis
c) Public outreach activities

Other elements of the Work may have been initiated but not yet completed. The Consultant will be responsible for ensuring that any Work performed under a contract awarded resulting from this solicitation is consistent with and builds upon any previously approved work. To accomplish this, the Consultant should review all previously approved documents and/or work. Completed work mentioned above may be found on the Authority's website for review.

http://hsr.ca.gov/Programs/Statewide_Rail_Modernization/Project_Sections/sacramento_merced.html

3.3 Overview of Work Activities

Work activities anticipated under a contract resulting from this solicitation would include the planning, engineering, environmental studies and stakeholder coordination required to support the Authority by:

a) Prepare Draft and Final Alternatives Analysis Document, as well as any related planning and design documents.
b) Prepare a Final Purpose and Need Statement.
c) Support Stakeholder and Agency coordination consistent with the Authority's goals.
d) Support the Authority on as needed basis in station area planning, sustainability, private investment opportunities and implementation planning.

The Consultant's management and technical experience must be sufficient to satisfy the Authority's fiduciary and public responsibilities. The Consultant must demonstrate extensive

knowledge and direct experience with the environmental processes as described in the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

The Consultant must have the necessary experience in the following:

a) All relevant areas of environmental analysis;

b) High-speed rail and commuter rail infrastructure design;

c) Civil engineering in the State of California;

d) High-speed rail and commuter rail capital and operational cost estimating;

e) Freight and passenger rail operations;

f) Rail transit operations;

g) Agency coordination in California;

h) Land use planning and regulation;

i) Travel market analysis;

j) Right of way preservation and acquisition; and

k) A particular emphasis must be given to public involvement and outreach programs in order to carry out this Work.

A public involvement program may be part of the contract as part of the Alternative Analysis process(es) focusing on identification of strategies for project advancement, conflicting issues and concerns. Key responsibilities of the Consultant include developing environmental and engineering analyses and implementing a regional, public, stakeholder, agency and policymaker involvement process to assist in identifying issues and concerns in the Merced to Sacramento section.

3.4 Overview of Potential Work Plan Tasks

Key responsibilities of the Consultant include developing environmental and engineering analyses and implementing a regional, public, stakeholder, agency and policymaker involvement process to assist in identifying issues and concerns in the Merced to Sacramento section, in accordance with Authority policy and approved schedule for this section as currently presented on the Authority's website.

http://hsr.ca.gov/Programs/Statewide_Rail_Modernization/Project_Sections/sacramento_merced.html

The Authority's Contract Manager shall assign specific tasks to the Consultant through the issuance of task orders. Task orders will be based on an Authority approved work plan. Work

plan activities below represent the universe of potential work activities that may be required of the consultant as part of any contract resulting from this solicitation.

a) Project Management

   i. Preparation of monthly progress reports and schedules
   ii. Budget management
   iii. Coordination with Authority and its representatives

b) Public Participation Program

   i. Develop and implement a detailed public participation plan.
   ii. Create and maintain all stakeholder and agency databases needed to support the Work.
   iii. Facilitate agency and stakeholder coordination.
   iv. Develop outreach materials for Authority website, publication, or other Authority use.

c) Project Definition

   i. Seek Agency, policymaker, and stakeholder input on project development and advancement.
   ii. Review existing studies, plans and other documents that have been prepared and then summarize as appropriate.
   iii. Conduct additional planning, design, and environmental work to support Alternatives Analysis development process.
   iv. Collect any additional data to undertake the Work.
   v. Prepare a segment-by-segment alignment description of the alternatives to be investigated in the Project Alternative Analysis process(es).
   vi. Develop an alternative analysis report

d) Station Area Development Planning

   i. Perform an evaluation of transit-oriented development opportunities within the corridor, confirm future station locations and develop station area plans.

e) Environmental Impact Analysis

   i. Prepare a Final Purpose and Need Statement that satisfies all requirements of CEQA and NEPA Sections 404 and 408 integration processes.

   ii. Prepare Draft Alternative Analysis document(s) that satisfy all requirements of CEQA and NEPA Sections 404 and 408 integration processes.

See Attachment A for a sample scope of work.

All Work will be performed on an as-needed, task order basis consistent with the Authority's overall schedule for the Merced to Sacramento section. Oversight of the contract and required regular meetings will take place in the Authority's Northern California office.

4.0 Statement of Qualifications Requirements

The following summarizes the content and organization of the Statement of Qualifications. In addition to the information described below, the Authority may require confirmation of information furnished by an Consultant, require additional information from an Consultant concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.

4.1 General Requirements

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

The SOQ shall comply with the following requirements:

a) Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Consultant wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly.
b) Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 10, Page 2 of 10, etc.).
c) The SOQ shall be no more than 40 pages in length (exclusive of resumes, as required by Section 4.4 and the Forms and Certifications).
d) Brochures and miscellaneous materials not specifically requested will not be evaluated.
e) Unnecessarily elaborate responses and/or lengthy presentations are not desired or required by the Authority.
f) Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
g) Forms A, B, and C and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.

The SOQ shall be divided into sections as described below:

a) A blank page should precede each section with an index tab extending beyond the far right side of the page; these blank pages will not be counted within the page count.
b) The index tab should have the appropriate section number typed thereon.
c) At a minimum, the items described below in this Section 4.0 shall be addressed.

4.2 Transmittal Letter

The SOQ shall be transmitted with a cover letter that must be signed by an official authorized to bind the Consultant contractually and shall contain a statement that indicates the SOQ is complete and accurate. The Transmittal Letter shall provide the names, titles, addresses and telephone numbers of individuals authorized to negotiate and contractually bind the Consultant.

All Forms and Certifications shall be included in the Transmittal Letter section. The Transmittal Letter does not count against the page limitation.

4.3 Executive Summary

The Executive Summary shall consist of a four (4) to six (6) page summary of the key points of the Statement of Qualifications. The Consultant should convey a thorough understanding of the various tasks/services, and the work program required with supporting references made to prior work experience of a similar nature. The Consultant should highlight innovative and cost effective techniques used on other assignments and specific ideas envisioned for this assignment.

4.4 Project Team

The information provided in this section will be used to evaluate the Consultant's ability to coordinate work activities and subconsultants and an integrated approach to managing the work effort to control schedule, budget, and project quality.

Provide a narrative description of the Consultant's management and organizational approach for accomplishing the Work. At a minimum, the narrative should identify roles, responsibilities, challenges and opportunities; describe functional relationships among positions; and explain how the proposed organization will address problem resolution/coordination to function as an integrated team.

Submit an organizational chart identifying key personnel for primary and technical support positions. Prior to substituting any key personnel identified in the organizational chart, Consultant shall be required to obtain written approval from the Authority.

Provide resumes for all key personnel positions identified in the organizational chart. Resumes should be no longer than two (2) pages, and should be keyed to the respective positions on the organizational chart and presented in such a way as to 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 including information regarding California professional licenses. The resumes must include summary chronologies of employment history including dates and title of each position. The resumes shall indicate the individual's project job title keyed to the organizational chart.

4.5 Project Understanding and Approach

Information provided in this section will be used to evaluate the Consultant's demonstrated knowledge and understanding of the Work required including, knowledge of high-speed train and commuter rail infrastructure design and environmental processes. It is important that the Work is consistent with the Authority's existing studies, plans and other documents that have been previously prepared.

Provide a narrative that demonstrates a clear understanding of the activities required to complete the Work. Discuss in general the expected Work elements based on the Tasks

described in Section 2.0 Description of the Work. At a minimum, the narrative should communicate a clear approach to the Work, outlining process, coordination, and management to be employed to ensure successful implementation of the Consultant's approach, and a discussion of Consultant's approach to the Work in relation to the previous engineering and environmental work that has been previously completed for the project. Innovative approaches and internal measures for timely completion of the project will be evaluated favorably.

4.6 Small Business Utilization

For this solicitation, the Authority has established a 30 percent Small Business Enterprise goal Consultants should refer to the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts and to Section 25 and Section 26 of Attachment D. SOQs will be evaluated for compliance with the SB/DBE Program in meeting the goal commitment of 30 percent and Consultant's approach to ensuring this goal is met during performance of the contract.

In this section, list the name of each SBE/DBE/DVBE subconsultant it will use during the course of the Work, the services each will provide, and the percentage of the Work each is anticipated to perform.

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

Describe Consultant's approach to meeting the Authority's Small Business (SB) goal commitment of 30 percent for this project. Provide examples of Consultant's utilization of small businesses on previous projects. Consultant shall provide the schedule of subcontractors/subconsultants to be used to meet the goal (Form A), and the Consultant's Overall Project Small Business Goal (Cert. 2).

If subcontractors are to be used, submit a description of key personnel for each subcontractor and the work to be done by each. Provide resumes, no longer than two (2) pages for each key personnel member.

4.7 Past Performance and References

The Authority seeks to award the contract to a Consultant with demonstrated capability on similar or related projects. Describe the features of other projects identified, which make them similar to this Work. Identify unique elements of the Work for which you have exceptional experience (i.e., CEQA/NEPA, Northern California infrastructure projects, stakeholder participation, etc.).

Provide names, addresses, and telephone numbers for at least three (3) clients for whom Consultant has performed similar work. A summary statement/narrative for each assignment

shall be provided highlighting Consultant's capability to carry out preliminary engineering and environmental services on similar projects, including the following:

a) Consultant's experience producing a quality product on time and within budget
b) Consultant's experience providing continuity throughout the evolution of a program

4.8 Organizational Conflicts of Interest

The Authority has adopted an Organizational Conflicts of Interest Policy (the "Policy") that will apply to this procurement and the resulting contract, 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

http://www.hsr.ca.gov/docs/brdmeetings/2012/September/brdmtg0912_policy7_doc_policy.pdf

Consultants 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 Consultant, its Subcontractors and their Affiliates (as defined in the Policy) to enter into business relationships with Authority Consultants.

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

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

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

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

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

4.9 Licensing Requirements

The Consultant shall be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of the award. The SOQ must include information regarding California professional licenses held by the Consultant's key personnel.

5.0 Evaluation and Negotiation

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

5.1 Statement of Qualifications Review

The Authority Evaluation/Selection Committee shall review and score each SOQ to determine if it meets the requirements contained in Section 4.0 above. Failure to meet the requirements for the Request of Qualifications 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 Consultant from full compliance with the contract requirements if the Consultant is awarded the contract.

5.2 Statement of Qualifications and Discussions Evaluation

The Authority Evaluation/Selection Committee will evaluate the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Attachment B.

Following the evaluation of SOQs, the Authority will hold Discussions with selected Consultants. Discussions will be separately evaluated based on criteria described in Attachment C.

5.3 Contract Negotiation Process

At the conclusion of the SOQ review and Discussions, the Evaluation/Selection Committee will recommend the top ranking Consultant for award of the contract. The Authority will enter into negotiations with the Consultant ranked "1" for the scope of the contract. If negotiations are unsuccessful, the Authority will enter into negotiations with the next highest ranked Consultant and so on sequentially. After completion of successful negotiations, the Authority shall recommend a Consultant for contract award to the Board for approval.

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

6.0 Additional Requirements

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

6.1 Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, §§ 12161 and 12200. This certification shall be made based upon material, goods, or supplies offered or products used in the performance of the contract for PCM Services, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, Sections 12161 and 12200. Contractor shall certify that the product contains zero recycled content. (PCC §§ 10233, 10308.5, 10354).

6.2 Governing Law

Any contract awarded pursuant to this RFQ is governed by and shall be interpreted in accordance with the laws of the State of California.

6.3 Funding Requirements

This RFQ may have been written before ascertaining the availability of Congressional or State Legislative appropriation of funds.

Any contract awarded pursuant to this RFQ is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding in any manner.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the program, the Authority shall have the option to either cancel the contract with no liability occurring to the State or offer an amendment to Contractor to reflect the reduced amount.

6.4 Federal Requirements

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

6.5 Equal Employment Opportunity

The equal employment opportunity requirements described below will apply to the contract for Environmental/Engineering Work. In addition, the selected Consultant shall be required to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

6.5.1 Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended (42 U.S.C. § 2000e) the Contractor agrees to comply with the following:

a) All applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations
b) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
c) Including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note)

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

6.5.2 Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

6.5.3 Disabilities

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. The Contractor also agrees not to discriminate on the basis of the following:

a) Drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended
b) Alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended
c) To comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records

In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

6.6 Small and Disadvantaged Business Enterprises

The Authority has established a Revised Small and Disadvantaged Business Enterprise (SB/DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a 10 percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority's contracting and procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

The Authority has established a 30 percent SB goal as described above. The Consultant is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the contract duration. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts—August 2012. The document is on the Authority's Small Business resource web page:

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

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

6.7 Disadvantaged Business Enterprises

The Authority encourages the Consultant to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out the best practices requirements of 49 C.F.R. Part 26, as described in the Authority's Revised Small and Disadvantaged Business Enterprise Program plan for Professional Services Contracts, in the award and administration of this FRA assisted contract. Failure by the Consultant to carry out these requirements will be considered a material breach of the contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate.

6.8 Subcontracting

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subconsultants. Furthermore, no subagreement shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor shall perform the work contemplated with resources available within its own organization and the Authority shall contract no portion of the work without written authorization, except that which is expressly identified in the Contractor's SOQ. Any subcontract in excess of $25,000 shall contain all the provisions stipulated in the PCM contract to be applicable to subcontractors. In advance of assigning work to a substitute subcontractor, any substitution of subcontractors must be approved in writing by the Authority.

6.9 National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the Contractor must state, under penalty of perjury, that it has not been found in contempt of court by a Federal Court, without appeal (no more than once in the preceding two (2) year), due to the Contractor failure to comply with an order by the National Labor Relations Board.

6.10 Drug-Free Workplace Certification

The Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   - The dangers of drug abuse in the workplace

- The person's or organization's policy of maintaining a drug-free workplace
- Any available counseling, rehabilitation, and employee assistance programs
- Penalties that may be imposed upon employees for drug abuse violations

c) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
   - Will receive a copy of the Contractor's drug-free policy statement
   - Will agree to abide by the terms of the Contractor's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor may be ineligible for award of any future Authority contracts if the Authority determines that either of the following has occurred:

a) The Contractor has made a false certification
b) The Contractor violates the certification by failing to carry out the requirements as noted above

6.11 Labor Code/Workers Compensation

The Contractor needs to be aware of provisions that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions and Contractor affirms to comply with such provisions before commencing the performance of the work of the contract for Engineering/Environmental Work.

6.11.1 Worker's Compensation

Contractor will certify that it is aware of the provisions of Section 3700 of the California Labor Code (Labor Code), which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. The Contractor will comply with such provisions before commencing performance of Engineering/Environmental Work under the scope and at all times during the term of the contract, whether by provision of its own insurance or self-insurance.

6.11.2 Prevailing Wages

Pursuant to the provisions of Section 1773 of the Labor Code, the Authority will obtain the general prevailing rate of wages[1] 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 Contractor and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Engineering/Environmental Work.

6.12 Force Majeure

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

a) Causes beyond the control of both the Contractor and subcontractor, and
b) Without the fault or negligence of either of them.

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

6.13 Taxes

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

[1] 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.

7.0 General Information

7.1 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 contract for Engineering/Environmental Work shall belong exclusively to the State of California.

7.2 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. Consultants 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 Consultant or Consultant 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 Consultant has special concerns about information that it desires to make available to the Authority but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such Consultant should specifically and conspicuously designate that information as “TRADE SECRET” or “CONFIDENTIAL” in its filed response to this RFQ. 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 Consultant 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, USDOT FOIA regulations (49 CFR 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.

7.3 Amendments to Request for Qualifications

The Authority reserves the right to amend the RFQ by addendum before the final date of SOQ submission.

7.4 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 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 Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the Authority to do so.

7.5 Public Domain

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

Attachment A: Sample Scope of Work

INTRODUCTION

The Consultant will be performing "Preliminary Engineering and Project-Specific Environmental Work" under this agreement as generally described in RFQ No. HSR 13-45, which is made a part hereof, and as made more specific by the Annual Work Programs that are to be prepared by the Consultant, subject to refinement in consultation with California High-Speed Rail Authority (Authority) staff, and are to be effective upon acceptance by the Authority's Contract Manager. The Consultant is responsible for developing engineering, planning, and environmental data; for preparing one or more project site-specific Environmental Impact Report/Environmental Impact Statement (EIR/EIS) document(s) for high-speed train (HST) system in the Merced to Sacramento corridor; and for providing the described right of way preservation and acquisition services in this corridor, as requested by the Authority. The project EIR/EIS(s) will include engineering and environmental impact analyses of the HST line and facilities, including station development, and connections with other modes of transportation. EIR/EIS process(s) will include the involvement of the public, interested groups, and appropriate local, state, and federal agencies, as determined in consultation with Authority staff.

The services shall be performed in the Merced to Sacramento region, with a project office located within the Merced to Sacramento region.

The focus of this work will be on the selected corridor as part of the Authority's and Federal Railroad Administration's (FRA) certified statewide California High Speed Train Program EIR/EIS and the FRA's Record of Decision (both November 2005). The Consultant must develop a work program to prepare environmental studies and analyses that will be used to satisfy both the state and federal requirements. The Authority will be the lead state agency and the FRA will be the lead federal agency.

The public involvement program is part of this contract and will be part of EIR/EIS process(s) focusing on identification of issues and concerns. Key responsibilities of the Consultant include developing environmental and engineering analyses and implementing a regional public and agency involvement process to assist in identifying issues and concerns in the study area.

In the work plan, Consultant should address, but are not limited to the following tasks:

a) Task 1 – Project Management Plan
b) Task 2 – Public Participation Program
c) Task 3 – Project Definition
d) Task 4 – Preliminary Engineering
e) Task 5 – Environmental Impact Analysis
f) Task 6 – Station Area Development Planning
g) Task 7 – Prepare Draft and Final Project-Level EIR/EIS Document(s)
h) Task 8 – Certification of EIR/EIS Document(s) and Permitting
i) Task 9 – Right of Way Preservation and Acquisition Services

Task 1 – Project Management Plan

The Work Plan shall identify key personnel, coordination of work activities and Subconsultants and an integrated approach to managing the work effort to control schedule, budget and project quality.

The Consultant shall prepare a schedule for completion of work task, deliverables, key meetings (such as presentations to the Authority Board of Directors) and project milestones. The Project Management Plan must also ensure that the work is being undertaken in a technically correct manner that is acceptable to the Authority and FRA, as well as other federal, state, regional and local agencies. The schedule should allow sufficient time for necessary reviews and approvals and circulation periods. The Consultant will be responsible for delivering a legally sufficient environmental document and ensuring that the progress of the project is properly reported and documented.

The Authority's Program Management Team (PMT) will be responsible for supervising and directing the work of the Consultant. The PMT provides continuity throughout the project evolution and is responsible for monitoring, directing and coordinating all aspects of the statewide HST program. The Consultant's project manager will report to the PMT.

Task 2 – Public Participation Program

The Consultant is responsible for developing and implementing a public involvement program focused on identifying regional and local issues and concerns of the potential impacts of HST system and for proposing necessary mitigation measures. A key to the success of the Consultant will be its ability to work effectively with the communities within the study region, affected agencies and interested parties (including freight railroads) and organizations.

The Consultant will identify specific methods to be used to encourage participation, group facilitation, and dispute resolution, as well as encourage as much interaction with the communities as possible. The Consultant will suggest an anticipated number of meetings, presentations, and hearings and the appropriate timing for key events relating to major milestones and decision-making points in the process. The Consultant will participate in selected Authority Board meetings; will organize technical advisory committee and community meetings, convening of public meetings/workshops/hearings – including all forums required as part of the EIR/EIS process(s). The Consultant will be responsible for preparing public hearing/meeting packets, presentations and display materials. The Consultant will be responsible for the appropriate documentation of all meetings and forums and preparing a Final Report(s) summarizing the activities and results of the Public Participation Program.

The Consultant will be responsible for creating and maintaining all stakeholder and agency databases needed to support the work and the EIR/EIS process(s). The Consultant is responsible for setting up and securing meeting sites and all equipment needed for meetings and advertising for meetings. The Consultant must work with other agencies and organizations to get their assistance in helping to publicize meetings.

The Consultant will be responsible for providing appropriate information and electronic documents to put on the Authority and FRA's websites, including a "Most Commonly Asked Questions" Document.

Task 3 – Project Definition

The Merced to Sacramento HST corridor has been evaluated for more than 15 years by the California Intercity High-Speed Rail Commission (1993-1996) and the Authority (1997-2013). Within portions of this corridor, the California Department of Transportation currently operates intercity passenger rail service, and freight rail service is operated by the BNSF and UPRR.

The Consultant shall review existing studies, plans and other documents that have been prepared and summarize as appropriate. It is important that the work is consistent with and builds upon the Authority's previous work, and includes the mitigation and design practices included in the HSRA approval of the HST system, and that work efforts are not duplicated. The Authority's certified statewide Program EIR/EIS and the technical reports that support this document, as well as the Authority's Revised Business Plan and the technical studies that support this document are all available on the Authority's website. The Consultant will not be responsible for developing HST ridership and revenue forecasts, but will use the work of others as appropriate to carry out the work.

Based on the review of existing studies and documents, and under the direction of the Authority in consultation with FRA, the Consultant will collect any additional data needed to undertake the work. Information requirements may include:

a) Demographic and land use data and plans
b) Existing and future transit systems
c) Roadway network
d) Freight railroad track charts
e) Existing and future travel patterns
f) Base maps
g) Aerial photos
h) Other relevant information

The Project Definition will include a segment-by-segment alignment description of the HST design options to be investigated in the Project EIR/EIS process(s).

Task 4 – Preliminary Engineering

The Consultant is responsible for developing HST design concepts at a sufficient level of detail to develop accurate capital cost estimates, right of way requirements, construction staging, traffic and environmental impacts to satisfy CEQA and NEPA requirements. The design concepts will include:

a) Plan and Profile drawings of the alignment
b) Typical sections
c) Special structures and structural modifications
d) Electric Traction Facilities and Catenary
e) Right of way requirements
f) Construction Needs and Methods
g) Landscaping and amenities
h) Station layouts (including parking)

i) Renderings of proposed stations
j) Locations and functional layouts of support facilities (maintenance, storage, substations, etc.)
k) Utility relocation needs
l) Bridge reconstructions
m) Analysis of freight demands for the corridor
n) Impacts of proposed freight operations

The Consultant will develop preliminary engineering design drawings (at 15%) of the HST alignments, stations and station sites, grade crossings, maintenance facilities, signal and electric power facilities, and bridges or other structures. Design drawings will be used to complete a cost estimate. The Consultant will need to purchase and incorporate into the work the appropriate aerial mapping for this task. The Consultant will develop HST cost estimates, documenting all project components. Costs are to be presented in current year. Unit costs for systems elements (signaling, communications, and electrification) and HST vehicles will be provided by the PMT.

The Consultant will develop a staged construction plan for the project. This plan will identify operable project segments or elements of the HST infrastructure (such as grade separations) that could be constructed early and bring near term project benefits to existing rail freight and conventional passenger rail services.

Task 5 – Environmental Impact Analysis

The task requires the Consultant to conduct any technical necessary to evaluate and assess impacts of the HST Alternatives and No Project Alternative as part of the EIR/EIS process(s), addressing both alignments and proposed station locations. The Consultant will provide a scope of work for each technical study and impact topic required by CEQA and NEPA that include, but are not limited to, the following:

a) Traffic and Circulation
b) Travel Conditions
c) Air Quality
d) Noise and Vibration
e) Energy
f) Electromagnetic Fields and Electromagnetic Interference
g) Land Use and Planning, Communities and Neighborhoods, Property, and Environmental Justice
h) Agricultural Lands
i) Aesthetics and Visual Resources
j) Public Utilities
k) Hazardous Wastes and Materials
l) Cultural and Paleontological Resources
m) Geology and Soils
n) Hydrology and Water Resources
o) Biological Resources and Wetlands

p) Section 4(f) and 6(f) Resources (Public Parks and Recreation, Waterfowl Resources, and Historic Sites)
q) Cumulative and Secondary Impacts Evaluation
r) Construction Impacts
s) Economic Growth and Related Impacts
t) Unavoidable Adverse Environmental Impacts

Technical reports should be prepared for each topic of environmental analysis and include a description of the existing environmental conditions (Affected Environment) that could be affected by the No Project and HST Alternatives. The Consultant will propose measures that will be used to define the study area. The various technical studies and corresponding impacts analyses will be incorporated into the Administrative Draft EIR/EIS document(s). As part of the Draft EIR/EIS document(s), the Consultant shall identify and describe in detail all appropriate mitigation measures required to mitigate adverse impacts related to the Regional Rail/HST Alternative(s). The Work Plan should identify anticipated fieldwork needed as part of the site-specific environmental analyses and incorporate this into the project schedule.

A preferred Regional Rail/HST Alternative will be identified as well as any incremental stages of improvement. The Regional Rail/HST Project EIR/EIS document(s) will evaluate in detail the potential for incremental phased implementation leading to completion of the preferred HST Alternative. Site-specific environmental impacts will be addressed to enable the Authority to reach decisions on the ultimate configuration of the Los Angeles to San Diego corridor for all involved rail services as well as any incremental phases of development after the completion of environmental documents.

Task 6 – Station Area Development Planning

The Authority is committed to encouraging the adoption of transit oriented design (TOD) measures to promote value-capture at and around the locations of HST stations. The Consultant will work closely with the local jurisdictions and public in developing HST station area plans. All station area plans should reflect the values of the community, encourage public participation, and meet the Authority's objectives for increasing ridership and providing alternatives to the automobile.

The Consultant will work with local jurisdictions in which potential HST stations would be located to prepare station area plans and will facilitate adoption, amendment of City and County General Plans.

Task 7 – Prepare Draft and Final Project-Level EIR/EIS Document(s)

The Consultant will prepare the Draft EIR/EIS document(s) and Final EIR/EIS document(s), including necessary administrative review versions. The site-specific EIR/EIS document(s) must satisfy all the requirements of CEQA and NEPA.

The Consultant, in coordination with the PMT, will be responsible for undertaking all activities associated with the development, publishing and circulation of the EIR/EIS document(s) including:

a) Initiating the scoping process,
b) Preparing the notice of intent (NOI) and the notice of preparation (NOP),
c) Creating an NOI/NOP mailing list,
d) Noticing and circulation of the NOI/NOP,
e) Developing the project purpose and need statement,
f) Developing environmental methodologies and evaluation criteria,
g) Writing the EIR/EIS document(s),
h) Publishing the notice of availability,
i) Printing, distributing, and circulating the draft EIR/EIS document(s),
j) Developing a summary of public comments,
k) Drafting responses to comments (including any additional environmental/engineering work),
l) Editing/refining/changing the EIR/EIS document(s) based on PMT, Authority and FRA direction,
m) Printing, preparing and sending notices of availability, and
n) Distributing the final EIR/EIS document(s)

The Consultant shall also be responsible for identifying, maintaining (in electronic form and hard copy) and documenting all appropriate records, references, and resource documents/materials used for the preparation of the EIR/EIS document(s).

The Consultant will respond to four rounds of review on the administrative draft EIR/EIS(s):

1. First round of review by the Authority, FRA and PMT;
2. A second round of review by cooperating and responsible agencies;
3. Final review by the Authority, FRA and the PMT; and
4. Certification and approval with findings by the Authority and clearance and issuance of a ROD by FRA

Task 8 – Certification of EIR/EIS Document(s) and Permitting

The Consultant will prepare other related environmental documents that are required as part of the certification of the Project EIR/EIS document(s), including Findings and a Statement of Overriding Considerations, the Record of Decision/Notice of Determination (ROD/NOD), and the Mitigation, Monitoring and Reporting Plan (MMRP).

Upon request by the Authority, the Consultant shall prepare applications for and process any and all needed permits from the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service, the California Department of Fish and Wildlife, the California Water Quality Control Board, and other regulatory agencies. The Consultant shall identify which permits will be necessary for construction of the project, prepare applications for the permits on behalf of the Authority and

pay any required fees. The Consultant, under the direction of the Authority staff and the PM, shall act as the "Authority's agent" meeting with and negotiating the conditions for the issuance of environmental permits by the regulatory agencies. Further monitoring of the permitting process may also be required.

Task 9 – Right of Way Preservation and Acquisition Services

For the portions of the HST line where a defined general alignment has been selected, the Consultant will conduct assessments to identify segments at risk of imminent development or other changes in use that could significantly increase implementation costs and difficulty. The Consultant will develop recommendations for protective advance acquisition consistent with state and federal requirements and will perform any necessary coordination with other federal, state and local agencies and support the Authority in making acquisitions to the extent such acquisitions have been approved and authorized by the Authority and consistent with available funding. All services rendered will conform to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

As requested by the Authority, the Consultant will provide assistance to the Authority in reaching agreement on terms of access to the following:

a) Shared right-of-way with rail owners and operators;

b) Shared capital and operating costs;

c) Types of improvement required to maintain existing operations while allowing high-speed train operations; and

d) Other critical matters such as:

    1. Liability indemnification,

    2. Insurance requirements, and

    3. Other operational matters

This work may include participating in right of way negotiations with BNSF and/or UPRR with the Authority.

Task 10 – Additional Services

The following additional services may be included in the work:

a) Analyze the current program and funding

b) Develop recommendations for phasing and implementation

c) Evaluate opportunities for private investment

Consultant Reports and/or Meetings

The Consultant shall submit progress reports at least once a month to the PMT. The report should be sufficiently detailed for the PMT to evaluate and to advise the Authority as to whether the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

A schedule for the submittal of reports, and report content, for the initial phase of work will be developed within the first 30-days of the contract.

Progress reports shall identify the total number of hours worked by the Consultant's and Subconsultants' personnel by use of a Work Breakdown Structure (WBS) level element(s).

The Consultant's Project Manager shall meet with the PM as needed, and with Authority staff as needed, to discuss progress on the work.

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

		Maximum Score	Actual Score
1.	**PROJECT TEAM** • Are the personal qualifications of the personnel identified in the organizational chart appropriate for the roles assigned? • Does the organizational chart present a clear and logical framework for successfully completing the Work? • Does the Project Team as proposed demonstrate all of the qualifications necessary to create a high level of confidence that it can successfully perform the work on schedule and within budget?	30	
2.	**PROJECT UNDERSTANDING AND APPROACH** • Does Consultant exhibit a demonstrated knowledge of the Work required? • Does the Consultant demonstrate knowledge of infrastructure design and environmental processes in California? • Are there any innovative approaches and internal measures proposed for timely completion of the Work?	30	
3	**SMALL BUSINESS UTILIZATION** • Does the Consultant's approach to and experience with Small Business utilization demonstrate the Consultant's responsiveness to meeting the Authority's Small Business goal objectives? • Do identified subconsultants support Consultant's approach?	10	
4.	**PAST PERFORMANCE** • Has Consultant given clear evidence through its examples of prior work that it is capable of completing the Work? • Do Consultant's reference projects indicate its ability to produce a quality product on time and within budget? • Do Consultant's reference projects provide evidence of experience providing continuity and consistency with previously approved work as part of the evolution of a similar program?	30	
7.	**SOQ Transmittal Letter signed by an authorized Officer** (Pass/Fail – must include but no points scored)	N/A	
Total		**100**	

Attachment C: Criteria for Evaluation of Discussions

		Maximum Score	Actual Score
1.	**STATEMENT OF QUALIFICATIONS (carry over)**[2]	20	
2.	**PRESENTATION** • Quality and appropriateness of the presentation • Logic of the chosen speakers relative to project challenges • Project manager control over the team	20	
3.	**PROJECT MANAGER PARTICIPATION** • Quality of presentation and responsiveness to questions • Understanding of challenges and requirements • Perceived level of involvement with SOQ structure, content and presentation plan	20	
4.	**KEY STAFF PARTICIPATION** • Quality of presentations and responsiveness to questions • Understanding of assignment challenges and requirements • Perceived level of involvement with SOQs preparation	20	
5.	**UNDERSTANDING OF PROJECT** • Does Consultant convey an understanding of the critical project success factors? • Is the Consultant able to provide evidence of successful small business utilization for this project • Is the Consultant able to provide evidence of prior project experience with challenges of similar magnitude and complexity? • Is the Consultant candid about any project failings that have been instructive for addressing the particular needs of this project?	20	
Total:		**100**	

[2]SOQ carry over is calculated as follows: $\left(\frac{Total\ Score\ on\ SOQ}{100}\right) \times 20\ Possible\ Points\ = Carry\ Over\ Points$

Attachment D: Supplemental Terms and Conditions for Contracts Using Federal Funds

1. FEDERAL REQUIREMENTS

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

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

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor's failure to so comply shall constitute a material breach of this Agreement.

3. FEDERAL STANDARDS

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

4. CERTIFICATION REGARDING LOBBYING

As required by 49 C.F.R. Part 20, “New Restrictions on Lobbying,” the Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

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

5. DEBARMENT AND SUSPENSION

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

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

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

6. SITE VISITS

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

7. SAFETY OVERSIGHT

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

8. ENVIRONMENTAL PROTECTION

The Contractor and any subcontractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

a) **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency (EPA) Regional Office.

b) **Clean Water:** The Contractor agrees to comply with all applicable standards orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

c) **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 et seq.).

d) **Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.

e) **Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.

f) **Incorporation of Provisions:** The Contractor shall include the above provisions (a) through (e) in every subcontract hereunder exceeding $50,000 financed in whole or in part with federal assistance provided by the FRA.

9. CIVIL RIGHTS

The following requirements apply to this Agreement:

a) **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended; 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990; 42 U.S.C. § 12132; and 49 U.S.C. § 306, the Contractor agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of the Contract. In addition, the Contractor agrees to comply with

applicable federal implementing regulations and other implementing requirements that FRA may issue.

b) **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:

i. **Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

ii. **Age:** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

iii. **Disabilities:** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

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

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

10. CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS

To the extent applicable, Contractor agrees to the following:

a) To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

b) To furnish within 20 Working Days following the date of loading for shipments originating within the United States, or within 30 Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the first bullet of this clause above. This bill-of-lading shall be furnished to the Authority (through the Contractor in the case of a Subcontractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, marked with appropriate identification of the Project.

c) To include these requirements in all Subcontracts issued pursuant to this Contract when the Subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11. PROPERTY, EQUIPMENT AND SUPPLIES

To the extent applicable, Contractor agrees to the following:

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

b) Contractor agrees to comply with the property standards of 49 C.F.R. 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued.

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

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

e) Contractor agrees that FRA may:

   i. Require the Contractor to transfer title to any property, equipment or supplies financed with FRA assistance, as permitted by 49 C.F.R. 19.30 through 19.37 inclusive.

   ii. Direct the disposition of property or equipment financed with FRA assistance as set forth by 49 C.F.R. 19.30 through 19.37 inclusive.

f) If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by FRA, whether planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment or supplies shall be in accordance with 49 C.F.R. 19.30 through 19.37 inclusive.

g) Unless expressly authorized in writing by the Authority, the Contractor agrees to refrain from:

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

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

12. FLOOD HAZARDS

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

13. ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the America Recovery Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Contractors, including both prime and subcontractors, are subject to audit by appropriate Federal or State of California (State) entities. The State has the right to cancel, terminate or suspend the Agreement if any Contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

14. ENFORCEABILITY

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

15. LABOR PROVISIONS

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a “rail carrier,” as defined by 49 U.S.C. § 10102(5), for the purposes of Title 49, U.S.C., and any other statue that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.), the Railway Labor Act (43 U.S.C. § 151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.) To the extent required by 49 U.S.C. § 24405(b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

16. LABOR PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the applicable protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. § 836 with respect to employees affected by actions taken in connection with the Project. The Contractor also agrees to include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. § 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

17. PROHIBITION ON USE OF ARRA FUNDS

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

18. BUY AMERICA – REQURED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS

To the extent applicable under this Agreement, Contractor shall comply with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, Pub. L. 110-432, section 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the US Secretary of Transportation. For more information on FRA's Buy America requirements and processes, please see FRA's Answers to Frequently Ask Questions (FAQ) available at, http://www.fra.dot.gov/Page/P0391.

Should Contractor fail to demonstrate compliance with 49 U.S.C. § 24405(a) and a waiver has not been granted, the Contractor must take the necessary steps in order to achieve compliance, at no cost to the Authority. Contractor's failure to comply with this provision shall be a material breach of the Agreement.

Where the Contractor is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 U.S.C. § 24405(a)(2) for a waiver from the Buy America requirements set forth therein, the Contractor must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Contractor's written waiver request justification shall contain:

a) Description of the Project;

b) Description of the steel, iron or manufactured goods not meeting the Buy America requirement;

c) Description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;

d) Description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;

e) Description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);

f) If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron or manufactured goods;

g) Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought

h) Justification supporting the application of the waiver categories cited; and

i) Contact information for the responsible party.

If the evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. FRA may also initiate its own investigation. The Contractor shall have the burden of proof to establish compliance. If the Contractor fails to demonstrate compliance, then the Contractor shall substitute sufficient domestic materials without revision of the Contract terms. Failure to comply with the provisions of this clause may lead to the initiation of debarment proceedings pursuant to 49 C.F.R. Part 29.

19. WAGE RATE REQUIREMENTS

To the extent applicable under this Agreement, payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c) (2) and ARRA Section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor will comply with the provisions of 40 U.S.C § 3141 et seq.

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

a) If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.

b) Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

20. INSPECTION OF RECORDS

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

a) Examine any records that directly pertain to, and involve transactions relating to, this Agreement; and

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

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

21. WHISTLEBLOWER PROTECTION

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

a) Gross mismanagement of a contract relating to ARRA funds;

b) A gross waste of ARRA funds;

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

d) An abuse of authority related to implementation or use of ARRA funds; or

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

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

22. FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. 13), as amended, 31 U.S.C. § 3801 et seq., and USDOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FRA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.

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

The Contractor agrees to include the above two paragraphs in each Subcontract financed in whole or in part with federal assistance provided by FRA. It is further agreed that the

paragraphs shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

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

23. REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the Authority with the following information on a monthly (quarterly) basis:

a) The total amount of ARRA funds received by Contractor during the Reporting Period;

b) The amount of ARRA funds that were expended or obligated during the Reporting Period;

c) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:

   i. The name of the project or activity;

   ii. A description of the project activity;

   iii. An evaluation of the completion status of the project or activity; and

   iv. An estimate of the number of jobs created and/or retained by the project or activity;

d) For any contracts equal to or greater than $25,000:

   i. The name of the entity receiving the contract;

   ii. The amount of the contract;

   iii. The transaction type;

   iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;

   v. The Program source;

   vi. An award title descriptive of the purpose of each funding action;

   vii. The location of the entity receiving the contract;

   viii. The primary location of the contract, including the city, state, congressional district and county;

   ix. The DUNS number, or name and zip code for the entity headquarters;

   x. A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and

   xi. The names and total compensation of the five most highly compensated officers of the company if received:

      1. 80% or more of its annual gross revenues in Federal awards;

2. $25,000,000 or more in annual gross revenue from Federal awards and;
3. If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986;

e) For any contract of less than $25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

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

Standard data elements and federal instruction for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalRegister.gov. The additional requirements will be added to this Agreement(s).

24. ACCESS TO RECORDS

The Contractor agrees to provide the Authority, the Secretary of the U.S. Department of Transportation, the FRA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor, which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than seven years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. § 18.39(i)(11).

The inclusion of these requirements is not required in Subcontracts.

25. SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Authority has established a Revised Small and Disadvantaged Business Enterprise (SB/DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a 10 percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority's contracting and procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

The Authority has established a 30 percent SB goal as described above. The Consultant is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the contract duration. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts—August 2012. The document is on the Authority's Small Business resource web page:

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

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

26. DISADVANTAGED BUSINESS ENTERPRISES

The Authority encourages the Consultant to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out the best practices requirements of 49 C.F.R. Part 26, as described in the Authority's Revised Small and Disadvantaged Business Enterprise Program plan for Professional Services Contracts, in the award and administration of this FRA assisted contract. Failure by the Consultant to carry out these requirements will be considered a material breach of the contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate.

27. REPRINTS

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

28. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. 301-10, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Contractor shall submit an appropriate certification or memorandum adequately

explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier, and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all Subcontracts that may involve international air transportation.

Forms and Certifications

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

Form B: Organizational Conflicts of Interest Disclosure Statement

Cert. 1: Certification Regarding Miscellaneous State Requirements

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

Cert. 3: Iran Contracting Certification

Cert. 4: Darfur Contracting Act Certification

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

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

Cert. 7: Non-Collusion Affidavit

Cert. 8: Equal Employment Opportunity Certification

Cert. 9: Non-Discrimination Certification

Cert. 10: Certification Regarding Lobbying

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

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

(Add rows/pages as needed)

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

Signature of Team Representative

Printed Name

Title

Date

Organization Name, Address, and Telephone

Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH SPEED RAIL AUTHORITY

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'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 Consultant 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 Consultant and its team (including Consultant, Consultant Team members, and all Subcontractors 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

_____
Consultant

Cert. 1: Certification Regarding Miscellaneous State Requirements

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

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

CONTRACTOR CERTIFICATION CLAUSES:

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

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

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

h) Establish a Drug-Free Awareness Program to inform employees about:

   i. The dangers of drug abuse in the workplace;

   ii. The person's or organization's policy of maintaining a drug-free workplace;

   iii. Any available counseling, rehabilitation and employee assistance programs; and,

   iv. Penalties that may be imposed upon employees for drug abuse violations.

i) Every employee who works on the proposed Agreement will:

   i. Receive a copy of the company's drug-free workplace policy statement; and,

   ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

Sweatfree Code Of Conduct -

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

   a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

   a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

   b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

9. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

11. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

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

AFFIDAVIT

STATE OF _____§

§

COUNTY OF _____§

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

_____

(Contact Name)

is the Official Representative of

_____,

(Consultant's Name)

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

The Consultant has carefully examined all documents that form this Request for Qualification and is aware that the California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent. This Small Business Goal has been established for Construction Package No. 1 of the California High-Speed Train System, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

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

_____

Signature

_____

Printed Name

_____

Title

Subscribed and sworn to before me this _____day of _____, 20 ____.

_____ [SEAL]
Notary Public in and for said County and State

My commission expires: _____
.

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 HSR 11-020 Project and Construction Management Services for Construction Package #1 of the Initial Construction Segment of the California High-Speed Train System.

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 Consultant and all joint venture members of the Consultant.

Cert. 4: Darfur Contracting Act Certification

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

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

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

OR

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

OR

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

CERTIFICATION for Paragraph No. 3

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

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

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

Primary Covered Transactions

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

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

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
b) 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.
c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
d) 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 Consultant shall require any subcontractor, at any tier, whose contract is equal to or greater than $25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for subcontractors, shall be furnished by the Contracting Officer upon request (see Cert. 6).

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

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

Lower Tier Covered Transactions

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

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

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
b) 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.
c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
d) 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 making the foregoing Proposal, and that the Proposal is:

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

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

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

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

a) Fix the Price Proposal of the Consultant or any other Consultant, or
b) Fix any overhead, profit, or cost element, or that of any other Consultant, or
c) 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 Consultant 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

_____
(Consultant)

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

_____
Signature of Affiant

Subscribed and sworn to before me on this _____ day of _____, 20 _____ at _____, _____.
(City) (State)

Seal of Notary Public or Officer Taking Oath

_____
Signature of Notary Public or Officer Taking Oath

Cert. 8: Equal Employment Opportunity Certification

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

The undersigned certifies on behalf of _____ that:

_____
(Name of entity making certification)

Check one of the following boxes:

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

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

Check one of the following boxes:

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

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

Signature: _____

Title: _____

Date: _____

If not the Consultant, relationship to the Consultant: _____

Cert. 9: Non-Discrimination Certification

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

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

Cert. 10: Certification Regarding Lobbying

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

a) 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.

b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.

c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

Executed
this ____day of _____, 20 _____.

Company Name: _____

By: _____
(Signature of Company Official)

_____
(Title of Company Official)

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