



CALIFORNIA
High-Speed Rail Authority

**Request for Proposals for Small
Business Development Services**

RFP No.: HSR14-21

March 30, 2015

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INTRODUCTION AND PURPOSE OF SOLICITATION

1.0 California High-Speed Rail Authority

The California High-Speed Rail Authority (Authority) is responsible for planning, design, construction, maintenance and operation of the first high-speed rail system in the nation. (Public Utilities Code §185030, et seq.) The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. Phase 1 service will connect San Francisco Bay Area to the Los Angeles Basin in less than three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

The Authority may enter into contracts with private and public entities for the design, construction and operation of high-speed rail trains including all tasks and segments thereof pursuant to California Public Utilities Code §185036.

The Authority intends to finance the California High-Speed Rail Project (Project) with State and Federal funding, including funds provided by the Federal Railroad Administration (FRA) and funding made available through the American Recovery and Reinvestment Act of 2009 (ARRA). The Authority will act as the FRA-designated recipient for Federal transportation funds.

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

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

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

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



- California High-Speed Rail Program 2014 Business Plan (2014)
http://www.hsr.ca.gov/About/Business_Plans/2014_Business_Plan.html
- US DOT FRA Grant/Cooperative Agreement FR-HSR-009-10-01 (and subsequent amendments)
http://www.hsr.ca.gov/docs/about/funding_finance/funding_agreements/FR-HSR-0009-10-01-05.pdf

2.0 Purpose and Overview of RFP

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

- The California High-Speed Rail Authority (Authority) is issuing this RFP to receive Proposals from qualified firms (Proposers) to provide Small Business Development Services.
- This procurement will be based on the combined Technical and Cost Proposal scores. Responsive Proposals submitted in response to this RFP will be evaluated with the intent of awarding a contract to the highest ranked Proposer.
- The selected Proposer may be working with the Federal Railroad Administration (FRA), Surface Transportation Board (STB), California Public Works Board (PWB), California Department of Transportation (Caltrans), California Department of General Services (DGS), other partnering agencies and contractor(s) on the California High-Speed Rail Project.
- The contract period will start with a Notice to Proceed (NTP) and is anticipated to extend 2 years.
- The total dollar value for the contract resulting from this RFP is not to exceed \$600,000.
- Proposers are required to comply with the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 20, 2012, and submit Form A and Certification 2, attached to this RFP, thereby making a commitment to the requisite participation by Small, Disadvantaged, and Disabled Veteran Business Enterprises.
- Pursuant to relevant state laws, no negotiations will be held with the successful Proposer. Minor clarifications, however, may be made to the Draft Contract in Attachment D.
- The RFP will be available in electronic format on the State's Contract Register at (www.bidsync.com) and a link can be found on the Authority's website (www.hsr.ca.gov).

All questions regarding this RFP must be submitted in writing through bidsync (www.bidsync.com) by the date and time listed in Table 1. Responses to questions submitted will be posted on bidsync for the benefit of all participants.



2.1 Definitions

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

Authority – California High-Speed Rail Authority.

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

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

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

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

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

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

Day – Calendar day.

Design-Builder – The Design-Build Contractor performing the design and construction work for Construction Package 1, Construction Package 2-3, Construction Package 4, or other sections, as applicable and as detailed in the Design-Build Contract.

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

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

Disabled Veteran Business Enterprise (DVBE) – To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services. This definition applies where the contracts in question are 100 percent state-funded.



First Construction Segment (FCS) – Construction Packages 1 through 5, extending from Avenue 17 in the County of Madera to Poplar Avenue in the County of Kern, plus rail track.

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

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

Key Personnel – Those individuals identified in the Proposer’s Proposal to fill the positions specified in Section 8.4.2.3.

Microbusiness (MB) – The Authority recognizes Microbusiness certifications issued by the California Department of General Services.

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

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

Project – The California High-Speed Rail Project.

Project Risk Manager – The Risk Manager for the Authority.

Proposer – A Person that submits a Proposal in response to this Request for Proposals.

Small Business – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration (8a) or California Department of General Services for certification as a Small Business. This definition is dependent on whether the firm wishes to participate in U.S. DOT-assisted contracts or in 100 percent, State funded contracts, which are defined as follows:

- a. For U.S. DOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. Part 26.65(b). Certified SB firms participating in U.S. DOT-assisted contracts are not required to have a principal office located in California. Both State and/or Federal certified SB firms are eligible to be credited toward meeting the SB goal on a U.S. DOT-assisted contract.
- b. For 100 percent State-funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed \$14 million or less over the previous three tax years, and is not dominant in its



field of operations. This certification is issued by the California Department of General Services.

State – The State of California.

Subcontractor – Defined as follows:

- a. Prior to award of any contract resulting from this RFP, any Person with whom the Proposer proposes to enter into a subcontract for any part of the Work, or that will enter into a subcontract for any part of the Work, at any tier; or
- b. After award of any contract resulting from this RFP, any Person with whom the Broker has entered into a subcontract for any part of the Work, or with whom any subcontractor has further subcontracted any part of the Work, at all tiers.

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

2.2 Acronyms

ARRA	American Recovery and Reinvestment Act of 2009
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
DBE	Disadvantaged Business Enterprise
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise
FCS	First Construction Segment
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
MB	Microbusiness
NTP	Notice to Proceed
PRA	California Public Records Act
RFP	Request for Proposals
SB	Small Business
SBDS	Small Business Development Services
SBE	Small Business Enterprise
SOQ	Statement of Qualifications
U.S. DOT	United States Department of Transportation



INSTRUCTIONS TO PROPOSERS

3.0 Procurement Schedule and Process

Table 1: Key RFP Dates:

Key Dates	Activity Description
March 30, 2015	Final RFP advertised
April 24, 2015	Last day to submit written questions on Bidsync by 4:00 PM Pacific Time
May 4, 2015	Responses posted to written questions
May 19, 2015	Proposals due to Authority's office by 4:00 PM Pacific Time
June 2, 2015	Shortlist published (no later than this date)
Week of June 8-12, 2015	Discussions/Interviews with Proposers held in Sacramento, CA
June 19, 2015	Notice of Proposed Award released
Week of June 22-26, 2015	Discussion with Apparent Best Value Proposer
July 1, 2015	Proposed contract start date

3.1 Authority's Designated Point of Contact

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

Jonathan Fong
California High-Speed Rail Authority
 770 L Street, Suite 620 MS 3
 Sacramento, CA 95814
 Phone: (916) 324-1541
 Fax: (916) 322-0827
 Email: Jonathan.Fong@hsr.ca.gov

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

3.2 Amendments to Request for Proposals

The Authority reserves the right to amend the RFP by addendum before the final date of Proposal submission.



3.3 Non-Commitment of Authority

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

3.4 Property Rights

Proposals received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the contract for Small Business Development Services shall belong exclusively to the State of California. All products used or developed in the execution of any contract resulting from this RFP will be governed in accordance with the Attachment D, Exhibit F, Sections 20 and 21 of this RFP.

3.5 Improper Communications and Contacts

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

The specific rules of contact are as follows:

- A. After submittal of Proposals, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFP or any other team's Proposal with the exception of subcontractors that are shared between two or more Proposer Teams. In such cases, those subcontractors may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during Authority sponsored informational meetings). Protocols established to ensure that subcontractors do not act as conduits of information between teams are subject to Authority review and approval, at the Authority's discretion.
- B. Proposers shall correspond with the Authority regarding the RFP only through the Authority's Designated Point-of-Contact (see Section 3.1 of this RFP) and Proposer's RFP/Proposal Manager.
- C. Except for communications expressly permitted by the RFP or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Proposer or representative thereof shall have any ex parte communications regarding the RFP or the procurement described herein with any member of the Authority Board or with any Authority or PMT staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement or the Project.



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

3.6 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/about/doing_business/Organizational_Conflict_Interest_Policy_Final_9152011.pdf

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

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

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

An organizational conflict of interest is a circumstance arising out of a Proposer's existing or past activities, business or financial interests, familiar relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in: (i) impairment or potential impairment of a Proposer's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for the Authority; (ii) an unfair competitive advantage for any Proposer submitting a Proposal on 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). If any such conflict of interest is found to exist, the Authority may:



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

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

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

3.7 Confidentiality

Proposers shall not submit confidential information in their Proposals. Any information submitted during the procurement process will be discoverable under a California Public Records Act request after the procurement is complete.

4.0 Submittal of the Proposals

4.1 Proposal Submittal Information

Proposals submitted in response to this RFP shall be submitted in two (2) separate sealed packages/envelopes:

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

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

Proposals must be received (mail or hand-delivered) no later than the date and time listed in Table 1, addressed as follows:



1st Sealed Package/Envelope	2nd Sealed Package/Envelope
<p data-bbox="258 264 729 394">Attention: Jonathan Fong California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p> <p data-bbox="323 430 664 493">TECHNICAL PROPOSAL DO NOT OPEN</p>	<p data-bbox="893 264 1364 394">Attention: Jonathan Fong California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p> <p data-bbox="1000 430 1255 493">COST PROPOSAL DO NOT OPEN</p>

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

RFP No.: HSR 14-21

California High-Speed Rail Authority
Small Business Development Services Proposal

Proposer: _____

4.2 Late Submittals

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

4.3 Modification or Withdrawal of Proposals

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

5.0 Evaluation Process

The following summarizes the Proposal Review, Evaluation, and contract execution processes.



5.1 Proposal Review

The Authority Evaluation/Selection Committee shall review and evaluate each Proposal to determine if it meets the requirements contained in Section 8.0 and Attachments A and B. Failure to meet the requirements of the Request for Proposals will result in the rejection of the Proposal.

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

5.2 Proposer Evaluation

The Minimum Requirements and Technical Proposals will be evaluated by committee on a consensus basis. The evaluation committee will first evaluate whether the Proposals meet the Minimum Qualifications on a pass/fail basis. Proposers that meet all Minimum Qualifications will then have their Technical Proposals evaluated and scored. All Proposers who receive a score of 85% (595 points out of a possible 700 points) or higher will be invited to participate in discussions/interviews. Proposers with Technical Proposal scores under 85% may be invited to participate in discussions/interviews at the sole discretion of the Authority. After the interviews, Cost Proposals will be opened and scored. The Proposer with the highest combined Technical and Cost Proposal score will be invited to meet with the Authority to ensure that all terms and conditions are mutually agreeable for award for the Small Business Development Services contract.

5.2.1 Minimum Requirements

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

5.2.2 Technical Proposal Evaluation

The Technical Proposal will be evaluated and scored in accordance with Attachment B: Written Proposal Evaluation Scoring Sheet. The Technical Proposal can receive a maximum of 700 points.

The Authority will evaluate each proposal to determine its responsiveness to the RFP. The Technical proposal will be rated by an Evaluation Committee using an average point system. The final points will be assigned based an average of the Evaluation Committee scores for determining the final scores as noted in the following chart. Rating Definitions:



Percentage of Points Available	Rating Definitions
90-100%	Meets and exceeds all requirements. No deficiencies noted in the proposal.
80-89%	Meets all requirements and standards. Proposal demonstrates qualifications, capabilities, and experience, and presents methods and approaches that will result in successful performance. No significant deficiencies and weaknesses.
70-79%	Proposal provides qualifications, capabilities, and experience related to the scope of work. There are no substantive weaknesses and deficiencies.
60-69%	Proposal indicates a marginal understanding of the scope of work requirements and offers minimal understanding of the requirements and offers a minimal chance for success. There are significant deficiencies and weaknesses.
0-59%	Proposal demonstrates a significant lack of understanding of the scope of work requirements. There are substantial deficiencies and weaknesses.

5.2.3 Discussions/Interviews

The Authority will conduct interviews, at a minimum, with all Proposers receiving a score of 85% (595 points) or higher on the Technical Proposal. Proposers with Technical Proposal scores under 85% may be invited to participate in discussions/interviews at the sole discretion of the Authority. Discussions will be used to clarify the Technical Proposals and may result in an adjusted Technical Proposal score. Discussions will not be separately scored. The final Technical Proposal scores will be established after the Discussions.

5.2.4 Cost Proposal Evaluation

The Proposer shall complete Attachment C: Cost Proposal when submitting its cost proposal. The Cost Proposals will not be opened until all Technical Proposals are evaluated and final technical score is established.

All Proposers invited to participate in discussions will have their Cost Proposals opened. A Cost Proposal can receive a maximum of 300 points, or 30 percent of the total score.

The lowest Cost Proposal submitted will be awarded the full 300 points. The remaining Cost Proposals will be awarded cost points based on the Cost Proposal Formula below:

$$(\text{Lowest Cost Proposal/Other Cost Proposal}) \times 300 \text{ points} = \text{Other Cost Proposal Score}$$



The Cost Proposal score will be added to the Technical Proposal score, and the Proposer with the highest combined score will be the Apparent Best Value Proposer.

5.3 Contract Finalization Process

After the Proposer with the highest total Proposal score is determined, the Evaluation/Selection Committee will meet with the Apparent Best Value Proposer to execute the contract. Should this meeting be unsuccessful, the Authority will terminate all discussions with the Apparent Best Value Proposer and enter into discussions with the next highest ranked Proposer and so on sequentially. After completion of successful discussions, the Authority shall recommend a Proposal for contract award to the Board for approval, if required by Board policy.

5.4 Unsuccessful Proposals

After the Notice of Proposed Award is posted, each unsuccessful Proposer may request a debriefing with the Authority Contracts Office. The meeting shall be requested within five (5) business days from the date of the Notice of Proposed Award. The debriefing meeting is an opportunity for unsuccessful Proposers to learn why their particular Proposal was not successful and may provide insight to improving proposal preparation for future solicitations.

6.0 Protest Procedures

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

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
- During the five (5) working days that the NOPA is posted, protests must be filed with the DGS Legal Office and the Authority Contracts Office.
- Within five (5) days after filing the protest, the protesting Proposer must file with the DGS and the Authority's Designated Point-of-Contact listed in Section 3.1 of this RFP a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Proposer and the Authority for the DGS hearing officer consideration.
- The Authority shall comply with the procedures outlined in PCC § 10344 in the determination of any protest resulting from this RFP.



PROPOSALS

7.0 Background for the RFP

See Exhibit A of Attachment D, “Draft Contract”, of this RFP for the full Scope of Work.

The California High-Speed Rail Authority seeks a Contractor with experienced personnel to provide Small Business Development Services (SBDS) to Small Businesses (SB), Microbusiness Enterprises (MB), Disadvantaged Business Enterprises (DBE) and Disabled Veteran Business Enterprises (DVBE), herein referred to as SBs, with advance business development services to well-established SBs that have been awarded an Authority contract or subcontract, to provide business training courses, and to provide general contracting information to SBs who are interested in the Authority project and principally located in the California Central Valley region. The California Central valley region includes San Joaquin, Amador, Stanislaus, Tuolumne, Merced, Mariposa, Madera, Fresno, Kings, Tulare, and Kern counties. Advanced business services are services to SBs that are in need of business assistance that is not typically available through the existing California Small Business Development Center system. The advanced business services will be focused on service firms already performing contracts on the California High-Speed Rail Project.

8.0 Proposal Requirements

The following summarizes the content and organization of the Proposal. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by a Proposer.

8.1 General Requirements

The Proposal shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2” x 11” sheets printed double-sided. A page is considered a single side of an 8-1/2” x 11” sheet. Should the Proposer wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
- 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 25, Page 2 of 25, etc.).
- The Proposal shall be typewritten; and shall be manually signed. Scanned or faxed responses are not acceptable.
- The Proposal shall be no more than 25 pages in length, exclusive of the transmittal letter, resumes as required by Section 8.4.2.3, and the Forms and Certifications).
- Brochures, extraneous publications such as published articles, directories, lengthy client lists, and other miscellaneous materials not specifically requested will not be evaluated.



- If submitting as a team, note which entity is the prime Proposer or lead joint venture partner (if applicable).
- Note the individual who will be the point of contact authorized to bind the Proposer.
- All names and applicable titles shall be typed below the signatures.
- Forms A-B and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The Proposal shall be divided into sections as described below:
 - A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
 - The index tab should have the appropriate section number typed thereon.
 - At a minimum, the items described in Section 8.0 shall be addressed.
 - Sections in the Proposal should be in the same order as they appear in this RFP.

8.2 Transmittal Letter

The Proposal shall be transmitted with a letter that must be signed by an official authorized to bind the Proposer contractually and shall contain a statement that indicates the Proposal is complete and accurate. The transmittal letter shall include a statement affirming that the Proposer has or is able to obtain the required insurance specified in the sample Agreement in Attachment A of this RFP. The transmittal letter shall also provide the following: names, titles, addresses, telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Proposer. All Forms and Certifications shall be manually signed and included as attachments in the transmittal letter section. Neither the transmittal letter nor the Forms and Certifications will be included in the page count. Proposers shall affirm in the transmittal letter that the Minimum Requirements of Section 8.2.1 are met.

8.2.1 Minimum Requirements

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

The Minimum Requirements for this RFP are:

1. The Proposal must comply with all general requirements in Section 8.1 of this RFP.
2. The Proposer must hold valid and appropriate licensure to do business in the State of California. Proposers shall attach copies of licenses to the Transmittal Letter.
3. The Proposer must identify the Project Manager assigned to manage any contract awarded pursuant to this RFP.



4. The Proposer must provide resumes for the following Key Personnel: Project Manager and Project Administrator. Resumes shall be attached to the Transmittal Letter. Refer to Section 8.4.2.3 of this RFP for additional instructions.
5. The Proposer must provide all necessary information and forms required showing proof of small business participation. All subcontractors shall be identified on Form A.
6. The Proposer must affirm in the Transmittal Letter that it has or is able to obtain the required insurance, specified in the sample contract in Attachment D of this RFP.
7. The Proposer must provide (3) references for the firm as required in Section 8.4.1 (including all required information and/or documentation). References shall be attached to the Transmittal Letter.
8. The Proposer must provide the Transmittal Letter with all required Forms and Certifications.
9. The Proposer must affirm in the Transmittal Letter that it has not been terminated from another contract for default, or has the Proposer received a civil judgment or criminal conviction in the past 5 years.

8.3 Executive Summary

Proposers may include an Executive Summary, preferably not exceeding 2 pages, stating key points of their Proposals that they believe highlight their qualifications to provide Small Business Development Services. As such, the Executive Summary may emphasize the Proposer's strengths as fully described in the balance of the Technical Proposal. Proposers should be aware that the Executive Summary will not be separately evaluated and that it will count against the page limitations.

8.4 Contents of the Proposal

Using the following criteria as a minimum, state why your firm believes it is qualified to provide the services requested in this RFP. This section contains the Technical Proposal requirements of this RFP.

8.4.1 Past Performance and Experience

The Authority wishes to contract with a Small Business Development Services team with a proven track record of successfully providing advance business development services to SB entities on projects similar to the high-speed rail project. The Proposer's Key Personnel must have at least three (3) years of proven experience in Business Development Services field.

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

- Provide names, addresses and telephone numbers for at least three (3) clients for whom the Proposer (i.e., the prime Proposer submitting a Proposal, the joint venture submitting a Proposal, or each individual prime member of the Joint Venture) has performed work



on [insert type of projects that are relevant to this procurement such as transportation, civil infrastructure, etc.] projects, as required in Section 8.2.1 of this RFP. References shall be for:

- If a single entity is the prime contractor submitting the proposal, the references shall be submitted for the prime.
- If the Proposal is submitted by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.
- If the proposal is submitted by a joint venture that has not worked together in the past, references shall be included for each prime member of the joint venture.
- For each project reference identified, provide the following information:
 - The name of the client;
 - The title of the project or assignment;
 - Contact phone numbers and email addresses for the client;
 - The scope of the project;
 - The name of each key personnel member who worked on the contract; and
 - The date of service of the contract.
- Describe how the past projects identified provide the experience preferred in this RFP.
- Provide examples of cost saving methodologies utilized on past assignments.
- Provide examples of innovative approaches that contributed to project quality and/or cost or schedule savings.

8.4.2 Understanding of the Scope of Work

The Authority wishes to contract with a Small Business Development Services team with a strong understanding of the scope of work described in Section 7.0 and Attachment D of this RFP.

8.4.2.1 Criteria

Discuss the following criteria, and demonstrate how your firm would execute the scope of work requirements:

- Discuss the Proposer's understanding of the project elements, project requirements, and how the Proposer adds value and works toward the goal of achieving optimal efficiency for delivering the scope of services in Attachment A.
- Present the Proposer's concepts as to how such a program should be administered.



- Describe innovative techniques to deliver an SBDS program that will assist SBs with exiting Authority contracts and subcontracts.
- Describe innovative platforms to deliver advanced business development training to assist SB firms.
- Describe innovative platforms to provide general contracting information to SBs in the Central Valley region to compete for and successfully obtain high-speed rail contracting and subcontracting opportunities.
- Identify methods and innovative techniques to be used to meet the project objectives, and the scope of work.
- Provide a detailed work plan, project schedule, and performance measures that will ensure SB utilization and success on the high-speed rail project.
- Identify the proposed training courses and number of sessions. The description should include the methods and innovative platforms to deliver and conduct the training components.
- Identify the performance measures the Proposer will use to evaluate success in the performance of the contract objectives and task deliverables.

8.4.2.2 Organization and Management Plan

Describe the composition of the Proposer's team, and how activities would be assigned. Also provide a brief description of the following elements related to your team's organization and management:

- Identify the location of the principal servicing office that will be responsible for the project implementation. The Authority requires that the successful Proposers maintain a servicing office in the California Central Valley for the duration of the contract.
- Describe the composition of the team, including an organizational chart of the entire team.
- Identify the Key Personnel, and describe their expertise, their time provided the business services to be provided in this contract, and how the Key Personnel tasks/activities will be assigned, monitored, and measured.
- Describe any technical capabilities that would facilitate efficient and effective communication of the services offered with the target groups.
- Discuss how the team will deliver the Scope of Work as described in Attachment D, Exhibit A. This description should include proven experience, innovations, performance measures for contract success, SB enrollment, data collecting, information distribution, training course delivery, and other relevant services for contract service delivery.



8.4.2.3 Key Personnel and Staffing Plan

The Authority wishes to contract with a Small Business Development Services team with organizational and staffing plans that are appropriate for the scope of work described in Section 7.0 and Attachment D, and with experienced personnel in key roles. Proposers should identify all classifications necessary to complete the work in their Staffing Plan, such as Project Coordinator, Project Trainers, and Project Subject Matter Experts. All known subcontractors shall be identified on Form A.

There shall be no change in the Key Personnel without prior written approval by the Authority. Include the resumes of key people that demonstrate their experience in working on similar projects. Resumes shall be limited to three pages and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and titles at each firm. Include the names of projects, client, city, and state. Resumes of administrative and support staff should not be included. Discuss how Key Personnel are qualified for the positions to which they are assigned. Discuss the Key Personnel's percentage of commitment to this contract and other contracts.

- **Project Manager:** This individual is responsible for overseeing the implementation and the management of the Scope of Work deliverables, is responsible for daily operations. This individual shall have a proven task record of managing a program equal or similar to the services in this RFP.
- **Project Administrator:** This individual is responsible for tracking daily coordination and progress of the Work.

8.4.3 Small Business Participation

The Authority's SB/DBE Program establishes a thirty percent Small Business Enterprise (SBE) utilization goal, which is inclusive of a ten percent Disadvantaged Business Enterprise (DBE) goal and a three percent Disabled Veteran Business Enterprise (DVBE) goal for this Agreement. The Authority's Small and Disadvantaged Business Enterprise Program, August 2012 (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 Contractor is expected to make efforts to meet the SB/DBE Program goals and provide a SB Performance Plan on how the goals will be met throughout the contract duration. The Contractor shall clearly identify firms being utilized to meet the SB/DBE Program goals, including the contract value and scope of work that will be used to meet these goals and requirement. The Contractor shall also comply with other SB/DBE Program requirements, including but not limited to SBE utilization reporting, substitution/termination processes, and other performance related factors as identified in the Authority's SB/DBE Program. The



Contractor should refer to the Authority's SB/DBE Program for a Recognized SBE Roster of Certifying Agencies and the Prompt Payment Act provisions that apply to this Agreement.

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

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

8.4.4 Cost Proposal

The Authority shall compensate the successful Proposer for actual hours worked according to the billing rates in the attached Cost Proposal. Proposers shall submit all cost information on Attachment C, Cost Proposal Worksheet. All Cost Proposal Worksheets must include anticipated reimbursable expenses, including rates that shall serve as rate caps that shall remain binding for the term of the contract. The rates listed on the Cost Proposal Worksheet shall be fully loaded and include all direct and indirect costs, including overhead and taxes incidental to the specified rates, and the successful Proposer shall only be reimbursed for actual rates up to the rate caps provided in the Cost Proposal Worksheet. The information provided on the Cost Proposal Worksheet shall become part of the final contract. Under no circumstances will the amount paid under any contract resulting from this RFP be more than \$600,000.

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

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

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



Attachment A: Minimum Requirements Checklist

For use by the Evaluation/Selection Committee only.

#	Minimum Requirement	Yes	No
1.	Did the Proposers comply with all requirements in Section 8.1 of this RFP?		
2.	Did the Proposer possess and provide proof of valid and appropriate licensure to do business in the State of California?		
3.	Did the Proposer identify the Project Manager assigned to manage any contract awarded pursuant to this RFP?		
4.	Did the Proposer provide a resume for the Key Personnel: Project Manager, Project Administrator?		
5.	Did the Proposer provide all necessary information and forms required showing proof of small business participation?		
6.	Did the Proposer affirm in the Transmittal Letter that it has or is able to obtain the required insurance, specified in the sample Agreement in Attachment D of this RFP?		
7.	Did the Proposer provide three (3) references for the firm as required in 8.4.1 (including all required information and/or documentation)?		
8.	Did the Proposer provide the Transmittal Letter all required Forms and Certifications?		
9.	Has the Proposer been terminated from another contract for default, or has the Proposer received a civil judgment or criminal conviction in the past 5 years?		



Attachment B: Criteria for Awarding Points for the Proposal

		Maximum Score	Actual Score
1.	<p>PAST PERFORMANCE AND EXPERIENCE</p> <ul style="list-style-type: none"> • Has the Proposer successfully delivered on past projects? • Does the Proposer have at least three (3) years of proven experience providing advance business development services to small business entities on projects similar to the high-speed rail project? • Does the Proposer have experience providing advanced business services to SBs that need business assistance not typically available through the existing California Small Business Development Center system? • Does the Proposer describe how the past projects identified provide the experience preferred in this RFP? • Does the Proposer provide examples of cost saving methodologies utilized on past projects? • Does the Proposer provide examples of innovative approaches that contributed to project quality and/or cost or schedule savings. 	250	
2.	<p>UNDERSTANDING OF PROJECT REQUIREMENTS Project Criteria: (150 maximum points)</p> <ul style="list-style-type: none"> • Has the Proposer demonstrated a thorough knowledge of the project? • Has the Proposer demonstrated a thorough knowledge of what is required to perform the Small Business Development Services? • Has the Proposer demonstrated an understanding of the project elements, project requirements, and how the Proposer adds value and works toward the goal of achieving optimal efficiency for delivering the scope of services sufficient to accomplish the scope of work in Attachment D? • Has the Proposer provided acceptable concepts as to how this program should be administered? 	150	
	<p>Organization and Management Plan: (100 maximum points)</p> <ul style="list-style-type: none"> • Has the Proposer provided the composition of its team and provided how the Work will be organized and managed? 	100	
	<p>Key Personnel: (100 maximum points)</p> <ul style="list-style-type: none"> • Are the personal qualifications and professional skills of the Key Personnel nominees appropriate for the roles assigned? • Does the project manager have sufficient authority within his organization to effectively lead and manage the project? 	100	



3.	SMALL BUSINESS PARTICIPATION <ul style="list-style-type: none">Does the approach to Small Business utilization demonstrate the Proposer's responsiveness in meeting the Authority's Small Business goal objectives?	100	
	Total	700	



Attachment C: Cost Proposal

This section is prepared to meet the requirements of the Section 8.4.4 of this RFP, Cost Proposal. This Cost Proposal is submitted separately from the Minimum Requirements/Technical Proposal sections.

Please provide your total proposed cost to complete the Scope of Work in Attachment A.

The Labor and Indirect Costs indicated below shall be used solely for computing the cost as a fair and equitable formula to determine scoring for the Cost Proposal and is not binding on the contracting agency. However, the actual costs quoted below by the Proposer shall bind the Contractor for the term of the Contract.

The proposing firm hereby agrees to provide all labor, materials, licenses, permits, and transportation necessary to perform all services required for the work in accordance with Attachment A, Scope of Work. The rates listed on this Proposal Sheet shall include every item of expense, direct and indirect, including taxes incidental to the specified rates. Contractor labor rate shall include direct hourly wage plus overhead and fee

The proposing firm is required to submit a proposal for each item. A zero dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the proposing firm indicating a zero dollar amount shall perform any such services, up to and including the quantity indicated, at no cost to the state.

Labor Costs

Labor Classification	Proposed Hours	Contractor Labor Rate	Cost
Project Administrator			\$
Project Manager			\$
Project Trainer(s)			
Project Subject Matter Expert(s) (or relevant title(s))			
TBD by Proposer			\$
TBD by Proposer			\$
TBD by Proposer			\$
Subcontractor (list each subconsultant staff labor classification separately)			\$
Labor Cost Subtotal			\$



Direct Costs

Direct Costs*			Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
(*) must be itemized	Direct Costs Subtotal		\$

(Labor costs subtotal) + (Direct Costs Subtotal) = _____ Total Bid

I certify under penalty of perjury under the laws of the state of California, the foregoing is true and correct.

NO GUARANTEE OF WORK UNDER THIS CONTRACT. In the event of computational error, unit prices will prevail over extended totals. AUTHORITY will check proposal calculations and recalculate proposal totals.

Company Name

Printed Name and Title of Proposer

Signature of Proposer

Date



Attachment D: Draft Contract**Exhibit A: Scope of Work****1 BACKGROUND, GOALS AND PURPOSE**

- 1.1. The California High-Speed Rail Authority is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.
- 1.2. This Agreement is between the California High-Speed Rail Authority, an agency of the State of California (Authority or State), and _____, a _____ (Contractor or _____).
- 1.3. To facilitate the construction of the California High Speed Rail Project (Project), the Authority requires Contractor to perform work as described in Section 2 of this Exhibit.
- 1.4. All inquiries during the term of this contract will be directed to the project representatives identified below:

AUTHORITY	CONTRACTOR
Contract Manager: Jose Camarena	Project Manager:
Address: 2550 Mariposa Mall, Ste. 3015 Fresno, CA 93721	Address:
Phone: 559-375-3950	Phone:
Fax: 916-322-0827	Fax:
e-mail: Jose.Camarena@hsr.ca.gov	e-mail:

2 SCOPE OF WORK**2.1 Introduction**

The California High Speed Rail Authority (Authority) seeks a Contractor to provide Small Business Development Services (SBDS) to Small Business (SB), Microbusiness Enterprises (MBs), Disadvantaged Business Enterprises (DBE) and Disabled Veteran Business Enterprises (DVBE), herein referred to as SBs, with advance business development services to SBs who have been awarded an Authority contract or subcontract and to provide general contracting information to SBs who are interested in the Authority project and principally located in the California Central Valley region. The California Central Valley region includes San Joaquin, Amador, Calaveras, Stanislaus, Tuolumne, Merced, Mariposa, Madera, Fresno, Kings, Tulare and Kern counties.



The SBDS Contractor shall provide advanced business development, technical assistance; training courses; and one-on-one counseling sessions; to the SB firms who have been awarded an Authority contract or subcontract that need more than introductory and general business development assistance and training. The general contracting information services are intended for SBs in the Central Valley region who are interested in the project, and have not obtained an Authority contract or subcontract and that have performed successfully as a prime contractor or major-tier subcontractor and are well-established and have a track record in the transportation related construction and professional services industries. The SBDS Contractor will stage the level of experience and business development services to the SBs as their needs dictate. Advanced business services are services to SBs that are in need of business assistance that is not typically available through the existing California Small Business Development Center system. The advanced business services will be focused on service firms already performing contracts on the California High-Speed Rail Project.

The overall objectives are to increase and improve the capacity and capabilities of SBs that are in a position to further their expertise in the advanced business and technical skills required to pursue and be successfully awarded high-speed rail contracts and subcontracts and to assist prime contractors and consultants to meet the overall 30 percent SB goal, inclusive of 10 percent DBE and 3 percent DVBE utilization on the project.

The contract duration is two (2) years from contract execution, with the availability of funding of up to \$600,000 for the contract duration.

2.2. Scope of Work:

The Authority is seeking a Contractor that has the expertise to provide advance business development services to SB firms who have been awarded an Authority contract or subcontract and to provide general contracting information to SBs who are principally located in the Central Valley and who are currently performing or prepared to perform in pursuing work on the high-speed rail project. The Contractor shall:

- Provide “Post Award” services to SBs who have obtained contract and or subcontract awards on the Authority high-speed rail project.
- Provide “Post Award” services to assist SBs to maintain their bond, surety and financial loan agreements as issued to the SB as a result of an Authority contract or subcontract.
- Provide advanced business development strategies, business planning, teaming, partnering or joint ventures and the benefits of advance technology in the business advancements that are not commonly available through existing government business support systems, i.e. the Small Business Development Centers (SBDC), Small Business Administration, Procurement and Technical Assistance Centers.
- Provide advanced technical assistance in access to capital, surety bonding, liability insurance, contract administration, networking, and bid preparation.



- Provide advance business development training courses in different mediums in order to reach SBs beyond California's Central Valley region.
- Assist SB firms with licenses and permits, as needed.
- Track SB interests in the high speed rail project, develop and maintain a database of SBs interested in the high-speed rail project, connect SB to project opportunities, track SBs awarded work on the high-speed rail project by business industry, certification type, work type, business information, email address, and other categories as defined by the Authority.

2.2.1 Methodology:

In the Technical Proposal, the Contractor shall define the delivery methods and innovative techniques used to meet requirements for all tasks and how success will be measured to meet each task. This methodology will be a contract deliverable. The Contractor shall:

- Describe innovative techniques to deliver an SBDS program that will assist SBs with exiting Authority contracts and subcontracts.
- Describe innovative platforms to deliver advanced business development training to assist SB firms
- Describe innovative platforms to provide general contracting information to SBs in the Central Valley region to compete for and successfully obtain high-speed rail contracting and subcontracting opportunities.
- Identify methods and innovative techniques to be used to meet the project objectives, and the scope of work.
- Provide a detailed work plan, project schedule, and performance measures that will ensure SB utilization and success on the high-speed rail project.
- Identify the proposed training courses and number of sessions. The description should include the methods and innovative platforms to deliver and conduct the training components.
- Identify the performance measures the Contractor will use to evaluate success in the performance of the contract objectives and task deliverables.

2.2.2 Target Audience

The SBDS target audience includes SBs:

- Currently awarded a high-speed rail contract or subcontract
- Interested in the high-speed rail contract opportunities.



- Who have been in business for several years.
- Who have a proven business track record.
- Who are ready for advanced business training.
- Who have business growth potential.
- Who have capacity above the median for their industry category and need additional assistance.
- Who are ready to diversify, expand and grow their business capacity and market services area.
- Who are located within the Central Valley region, but for the fact that the Contractor shall not prohibit a SB who is not located in the Central Valley, the benefit of accessing the SBDS general business training courses.

The Contractor shall describe strategies in the Technical Proposal on how it will successfully reach, identify and market the SBDS program to the two target SB audiences.

2.2.3 Management Team

The Contractor shall identify a Project Manager, who shall oversee the implementation and management of the Scope of Work (SOW) deliverables, be responsible for the daily operations of the SBDS activities to ensure that SBs are provided proper advanced business services. The Project Coordinator will work cooperatively and in conjunction with the Authority, Resource Partners and other existing business development and supportive services providers in order to avoid redundancy of business services and ensure financial efficiency and effectiveness of the services in the SOW.

The Project Manager shall have a proven track record of managing a program equal to or similar to the SBDS program.

2.2.5 Geographic Service Area

The target area of the California Central Valley region includes San Joaquin, Amador, Calaveras, Stanislaus, Tuolumne, Merced, Mariposa, Madera, Fresno, Kings, Tulare and Kern counties.

2.2.6 Contractor Service Office

The Contractor's office shall be located in the Central Valley region, be functional and readily accessible to clients within 20 days from contract execution. The office shall be adequately staffed to assist clients with SBDS. The office shall be readily accessible to the public and have adequate parking to accommodate the varying vehicle sizes, including trucks.

2.3. Tasks and Deliverables:



2.3.1 Task 1: Develop and Conduct SBDS Training (40%)

The Contractor shall identify and develop 25 different SBDS course topics for the SB target audience to succeed as a proposer and or contractor/subcontractor on the high-speed rail project. The ACM shall approve the 20 course topics prior to developing the curriculum and scheduled training. The courses may be presented multiple times during the contract period.

All training curriculum and materials shall become the property of the Authority.

Suggested curriculum topics include and are not limited to the following:

1. Advance Business Management Strategies and Planning
2. Business Connections and Social Media Marketing
3. Benefits of Advance Information Technology systems (twitter, Facebook, et.al)
4. Construction Contract Management and Administration
5. Contract Law, Business Law, and Labor Law
6. Contract General Provisions and Specifications on Authority sponsored contracts
7. Pre-and Post-Audit contract preparation for Professional Services firms, to include how to develop a cost accounting system
8. Significant factors to consider in responding to an Authority sponsored contract solicitation (RFP, RFQ, contract, subcontract, SOQ)
9. Understanding the Dispute Resolution Board role and processes
10. Cost Accounting
11. Other courses as suggested by the Contractor and approved by the ACM

2.3.1.1 SBDS Training Methodology

The Contractor shall present the proposed training curriculum topics to the ACM for consideration within 15 days of contract execution.

The list of curriculum topics shall indicate what approach (classroom, video, webinar, etc.) will be used to provide the training, include the proposed training schedule, and identify the performance measures of success. The Contractor shall use and identify innovative platforms to deliver training to SBs in the Central Valley region.

Upon the ACM's approval of the curriculum courses, the Contractor shall deliver one (1) approved training course to SBs within 30 calendar days of approving the training topics and schedule. Thereafter, the Contractor shall conduct the training courses on a schedule as approved by the ACM.



All approved training curriculum and materials (e.g. paper, video, electronic) shall become the property of the Authority.

2.3.2 Task 2: One-On-One Technical Assistance (50%)

As described in Section II, Scope of Work, Contractor shall provide specialized, individual (one-on-one) technical business assistance services to SBs who have been awarded an Authority contract or subcontract. The technical assistance shall be strategized based on an evaluation of the SB's business assessment and needs. The Contractor shall prepare and maintain a business assessment tool that will enable the SB to obtain adequate and appropriate SBDS and enable the Contractor to measure service performance.

Not all SB firms may be eligible for SBDS due in part to business size, newness of the firm, pre- or post-legal or accounting liabilities, capacity, business industry not related to the high-speed rail project, or other factors that the Contractor may determine that the SBDS may not be suitable to the SB seeking assistance. Therefore, the Contractor will provide the SBs who do not meet the SBDS assistance standards of eligibility; with general advice and recommendations as to where the SB may obtain technical assistance.

The Contractor shall document and maintain a record of the business assessment and technical assistance provided to each SB to include the outcome and successes of the one-on-one services.

The Contractor shall use cost-effective and innovative methods to deliver the one-on-one counseling.

2.3.3 Task 3: Business Service Outreach (10 %)

The Contractor shall market the SBDS to SBs as defined. Within 20 calendar days of contract start date, the Contractor shall present an outreach plan for the ACM approval that details how the Contractor will market the SBDS.

The Contractor shall enhance the SB outreach activities and events already implemented by the Authority and shall participate in select SB events/activities within the contract service area and provide high-speed rail project and SB Program information as approved by the ACM.

The outreach shall include, but not be limited to, mandatory and non-mandatory informal pre-bid conferences, workshops, outreach events and expositions. Dissemination of Authority newsletters, event flyers, project fact sheets, general announcements and other material as directed by the ACM.

The Contractor shall provide suggestions to the ACM on information to post on the Authority's website that will benefit SBs. The information will include training course schedule, business information articles, and web links of interest to SBs.

The Authority may request that the Contractor host a website for the project. Development and maintenance of the website must meet the Authority's standards. The Contractor shall not begin work on a website without written direction from the Authority's Contract Manager.



The Contractor shall develop and maintain a business solution to adequately and widely disseminate SBDS contract deliverables, to include but not be limited to training course announcements, receive and respond to inquiries and share information on the high-speed rail project. The business solution shall:

- Be a communication tool between the Authority and SBs. Track SB interests in the high speed rail project, develop and maintain a database of SBs interested in the high-speed rail project, connect SB to project opportunities, track SBs awarded work on the high-speed rail project by business industry, certification type work type, business information, email address, and other categories as defined by the Authority.

The Contractor shall develop and maintain a SB database based on project outreach contacts, inquiries, interest groups, concerns and other relevant queries, as directed by the ACM.

The Contractor shall analyze the database reports and submit, with the monthly report, suggestions for improvement on the Authority outreach efforts.

2.4 Administrative Tasks

2.4.1 Work Plan and Work Schedule

The Contractor shall provide a work plan and schedule for each task activity, subtasks, and specific milestones by which progress can be measured and payments can be made. The work plan shall be presented to the ACM at the Kick-off meeting.

The work plan and schedule will specify the estimated hours for each task and to include the names and titles of each Contractor employee(s) and subconsultant(s) assigned to perform on the tasks.

2.4.2 Training Course Administrative Documents

- Develop within 25 calendar days from contract execution, an evaluation form to assess the effectiveness of all Advanced Business Services provided. The evaluation form shall contain a minimum of six (6) evaluation factors/questions, rated on a scale of one to ten (with one being the lowest score) and include a section for written comments and recommendations. The form requires advance approval of the ACM. Upon approval, the evaluation form will be made available to project participants who participate in the advanced training and obtain technical assistance. The Contractor shall collect the evaluation forms and submit copies with the Monthly Activity Report.
- Develop prior to the delivery of the first training course a “Certificate of Completion” form for approval by the ACM.

2.4.3 Meetings

As directed by the ACM, the Contractor shall:

- Participate in a kick-off meeting within seven (7) days from contract execution date.



- Participate in four (4) Authority Business Advisory Council meetings (BAC), per contract year, as approved by the ACM. The BAC meetings are generally held in Sacramento, California.
- Meet with the ACM telephonically or in person, as often as weekly, or as needed, to discuss SB issues, concerns, project reports, recommendations for improvements to the SBDS program and other topics as identified by the ACM. Meetings may be in conjunction with or in addition to BAC meetings.

2.4.4 Monitoring SBDS Services

The Contractor shall submit a monthly activity report to the ACM by the 15th of the month. The report shall provide detailed accomplishments and planned activities to include, but not limited to the following:

- Performance measures met for each task during reporting period.
- Statistics and narrative regarding accomplishments and summary of the number of SBs contacted, assisted and contract/subcontract awards received during reporting period. (e.g., firm name, type of business, assistance given, contracts pursued/pursuing, outcome of session(s), length of session(s), and Contractor staff providing services.)
- Recommendations for project improvements.
- Highlights and success stories.
- Contract dollar amount pursued by SBs and contract/subcontract amount awarded to SBs in the reporting period.
- Proposed major activities for the forthcoming month.
- Copies of completed evaluation forms, to include:
 - a) Summary of overall rating
 - b) Summary of comments and recommendations
 - c) Contractor response to comments, recommendations and overall rating.
- Personnel classification and personnel hours used per task; and
- Any other records to support reported activities.

The Contractor shall submit a monthly activity report to the ACM by the 15th of the month. The monthly reporting activities will be used to support the monthly Contractor invoice submittal(s).

2.4.5 Final Close-Out Report



A final close-out report shall be submitted to the ACM 15 days prior to the contract termination date to include a summary of all accomplishments completed from contract execution date to contract termination date. The final close-out report shall include all materials, curriculums, PowerPoints, communication collaterals, training course materials, data systems, and other documents developed and used to comply with the scope of work deliverables. The final handouts shall be placed in a compact disk in an electronic format as directed by the ACM.

The report format shall be determined by the ACM.

2.5 Schedule of Key Dates

Tasks will begin upon Contract Award and receipt of the written Notice to Proceed.

Key Dates and Tasks
Participate in kick-off meeting and present work plan, within seven (7) days of contract start date. The work plan shall identify a deliverables schedule for each task activity, subtasks and identify specific milestones.
Office in geographical region to be operational within 20 calendar days of contract start date.
Provide a list of 25 training course topics and tentative training schedule within 15 calendar days of contract start date.
Deliver one (1) approved training course to SBs within 30 calendar days of approving the training courses and schedule. The remaining training courses will be identified in the work plan.
Present an outreach plan for the ACM approval that details how the Contractor will market the SBDS within 20 calendar days of contract start date.
Submit a monthly activity report, to support the monthly invoice submittal, to the ACM by the 15 th of the month.
Submit Final Close Out report and provide associated compact disk within 15 days of the contract termination date.

3 TERM

The term of this contract shall be 2 years and shall not exceed \$600,000.



Exhibit B: Budget Detail and Payment Provisions

1 BUDGET CONTINGENCY CLAUSE

- 1.1 It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Attachment A. In this event, the Authority shall have no liability to pay any funds whatsoever to the successful Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- 1.2 After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Contractor to reflect the reduced amount.
- 1.3 This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

2 INVOICING AND PAYMENT

- 2.1 For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to compensate the Contractor for actual hours worked according to the billing rates in the attached Cost Proposal. The Contractor agrees to compensate all subcontractors with the same payment structure. The rates in the Budget Detail are rate caps, or the maximum allowed to be billed over the duration of this agreement.
 - 2.1.1 No payment shall be made in advance of services rendered.
 - 2.1.2 The following certification shall be included on each invoice and signed by the authorized official of the Contractor:

“I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method.”



- 2.1.3 The total amount payable by the Authority for this agreement shall not exceed \$600,000. It is understood and agreed that this total is an estimate and the actual amount of work requested by the Authority may be less.
- 2.1.4 Provide one original and two copies of the Invoice for Payment. Invoices shall be submitted no more than monthly in arrear and no later than 45 calendar days after completion of each billing period or upon completion of a task to:

Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 620 MS3
Sacramento, CA 95814
accounting@hsr.ca.gov

(1 original and 1 copy)

AND

The Contractor shall also submit (electronically) one additional copy of invoice and supporting documentation to the Contract Manager or designee at the address identified in Exhibit A.

3 PAYMENT REQUEST FORMAT

- 3.1 The Authority will accept computer generated or electronically transmitted invoices. The date of "invoice receipt" shall be the date the Authority receives the paper copy.
- 3.2 A request for payment shall reference the Agreement number and shall consist of, but not be limited to, the following:



- 3.2.1 Agreement number, date prepared, and billing period.
- 3.2.2 The Contractor's loaded hourly labor rates by individual, inclusive of fees (fringe, direct and indirect overheads, general and administrative, fee, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
- 3.2.3 Other direct costs, including special equipment if requested by the Authority, travel, miscellaneous, and materials.
- 3.2.4 An indication if the Contractor is certified as a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.
- 3.2.5 Backup documentation for audit purposes, and the Contractor shall retain back-up documentation for audit purposes available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.
- 3.2.6 Receipts for travel, including departure and return times.
- 3.2.7 By work plan category or task (as specified in the Budget Detail and by reference to Task Orders, when applicable): cumulative amounts, budgeted per agreement, billed to date, current billing, and balance of funds.
- 3.2.8 A report that documents the progress of the work during the billing period.
- 3.2.9 Any other deliverables due during the billing period.
- 3.2.10 Subcontractor awardees and vendors invoices:
- 3.2.11 In addition to requirements listed above, subcontractor invoices shall also include indication of whether a subcontractor or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.

4 TRAVEL AND PER DIEM RATES

- 4.1 The Contractor shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates at the following website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- 4.2 All travel not specified in a work plan and/or Contract Work Order requires written authorization from the Authority's Contract Manager prior to travel departure.
- 4.3 The Contractor must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times for departure and return.



Travel receipts, shall be submitted with invoices requesting reimbursement from the Authority.

5 COST PRINCIPLES

- 5.1 The Contractor agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual items of cost.
- 5.2 The Contractor agrees to comply with 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- 5.3 Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Contractor to the Authority.
- 5.4 Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

6 PROMPT PAYMENT ACT

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

7 EXCISE TAX

- 7.1 The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Contractor. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

8 INVOICE DISPUTES

- 8.1 Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of the Agreement. If the invoice is disputed, the Contractor will be notified via a Dispute Notification Form, or with other written notification within 15 working days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.



Exhibit C: General Terms and Conditions (GTC-610)

PLEASE NOTE: This page will not be included with the final contract.

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 610, is not included in the standard agreement package. As indicated on the Std. 213, a copy of Exhibit C can be found at the internet site: <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

If you do not have internet access, please contact the Point of Contact identified in Section 3.1 of this RFP to receive a copy:

OPAC
(916) 324-1541
770 L Street, Suite 620 MS3
Sacramento, California 95814

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Exhibit D: Special Terms and Conditions

1 CONTRACT MANAGEMENT

- 1.1 The Contractor's Project Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Contractor may change its Project Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Project Manager. This approval shall not be unreasonably withheld.
- 1.2 The Authority may change its Contract Manager at any time by giving written notice to the Contractor.

2 SUBCONTRACTS

- 2.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Contractor of his or her responsibilities and obligations under this Agreement. The Contractor agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.
- 2.2 The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in the Budget Detail.
- 2.3 Unless specifically noted otherwise, any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.
- 2.4 The Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State.
- 2.5 Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

All Contractors shall submit the SB Invoice Report Summary and Verification as an attachment to and as verified by the invoice cover fact sheet submitted with each invoice. Civil penalties for knowingly providing incorrect information on SB Invoice Report Summary and Verification, is in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any



public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. (Military and Veterans Code § 999.5(d)).

The monthly SB Invoice Report Summary and Verification is designed to capture and verify the following information.

- a. Name of each small business participating under the respective contract.
- b. Type of work assignment designated to each small business.
- c. The eligible dollars committed to each small business.
- d. The eligible dollars invoiced to each small business during the reporting period.
- e. The dollars invoiced to date for each small business.
- f. The dollars invoiced to the small business as a result of a change order or other cost modification.
- g. The dollars invoiced to date as a percentage of the total commitment to each small business.
- h. The tier hierarchy of each Subcontractor.
- i. An Authorized Contractor's Signature that certifies under penalty of perjury that it has complied with all SB Program requirements, including prompt payment and retainage requirements per state laws and the best practices of 49 C.F.R. Part 26.29, as applicable.

3 CONFIDENTIALITY OF DATA

- 3.1 All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- 3.2 Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Contractor further disclose such information or disseminate the same on any other occasion.
- 3.3 The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- 3.4 The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without



prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

- 3.5 All information related to any construction estimate is confidential and shall not be disclosed by the Contractor to any entity, other than the Authority.
- 3.6 Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

4 CONFLICT OF INTEREST

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

5 SETTLEMENT OF DISPUTES

- 5.1 The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- 5.2 To the extent not inconsistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in section 5.1 above will be decided by the Authority's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Contractor.
- 5.3 In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- 5.4 Neither the pendency of a dispute nor its consideration by the Authority's Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

6 TERMINATION



- 6.1 This Agreement can be terminated at any time by mutual agreement of the Parties.
- 6.2 Termination for Cause: The Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
- 6.3 Termination for Cause: In accordance with section 7 of the GTC 610, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
- 6.4 Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Contractor if terminated for convenience of the Authority.
- 6.5 Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.

7 NON-WAIVER

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

8 CAPTIONS

- 8.1 The clause headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

9 STOP WORK

- 9.1 The Authority's Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the work tasks in this Agreement.
- 9.2 Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.



- 9.3 The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order.
- 9.4 An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within 30 days from the date of receipt of the stop work notice.



Exhibit E: Additional Provisions

1 ORDER OF PRECEDENCE

- 1.1 The Work to be performed under this contract shall be in accordance with the scope of work as detailed in Exhibit A, and the Contractor's Proposal dated May 12, 2015, which is attached hereto as Attachment 1. In the event of any inconsistencies or ambiguities in this Contract the following documents shall be used to interpret the Contract in the order of precedence stated:
- a) Terms of this Contract, and any amendments.
 - b) Approved Task Orders.
 - c) Contractor's Proposal dated May 12, 2015.
 - d) Request for Proposals for Small Business Development Services dated March 23, 2015, RFP No. 14-21.

2 INDEMNIFICATION

- 2.1 Contractor agrees to indemnify, defend, and hold harmless the Authority, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the professional services provided hereunder due to negligent or intentional acts, errors or omissions of the Contractor. The Contractor will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or intentional acts, errors or omissions of the Contractor.
- 2.2 This provision is in addition to the Indemnification requirements contained in the GTC-610. If this provision conflicts with the GTC-610, the terms of the GTC-610 control over the terms of this clause.

3 EVALUATION OF THE CONTRACTOR

- 3.1 Performance of the Contractor under this Contract shall be evaluated. At the conclusion of the contract, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4. A copy of any negative evaluation for contracts over \$5,000 shall be sent to the Department of General Services, Office of Legal Services.

4 LICENSES AND PERMITS

- 4.1 The Contractor shall be an individual or firm licensed to do business in California and shall obtain at its sole expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.

5 INSURANCE



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

5.1 Workers' Compensation Insurance

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

5.2 General Liability Insurance

The Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

5.3 Automobile Liability Insurance

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

5.4 Professional Liability (Errors & Omissions) Insurance

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

5.5 Other Provisions or Requirements

5.5.1 Proof of Insurance

The Contractor shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance policies, certificates and endorsements must be approved by the ACM prior to commencement of work. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. The



Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.5.2 Duration of Coverage

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

5.5.3 Authority's Rights of Enforcement

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

5.5.4 Acceptable Insurers

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

5.5.5 Waiver of Subrogation

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

5.5.6 Enforcement of Contract Provisions (non estoppel)

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



5.5.7 Requirements not Limiting

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

5.5.8 Notice of Cancellation

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

5.5.9 Additional Insured Status

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

5.5.10 Authority's Right to Revise Specifications

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

5.5.11 Self-insured Retentions

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

5.5.12 Timely Notice of Claims

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



5.5.13 Additional Insurance

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

5.5.14 Subcontractors

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



Exhibit F: Supplemental Terms and Conditions for Contracts Using Federal Funds

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

1 FEDERAL REQUIREMENTS

The Contractor understands that the Authority has received Federal funding from the Federal Rail Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements 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 this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

2 COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

3 FEDERAL PROCUREMENT 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 FEDERAL LOBBYING ACTIVITIES CERTIFICATION

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

- 4.1 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 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.
- 4.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 4.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- 4.4 The Contractor also agrees that by signing this document, 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. Part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. § 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified



in accordance with said regulations by reviewing the “Excluded Parties Listing System” at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

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

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800.

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

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

6 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.

7 ENVIRONMENTAL PROTECTION

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

- 7.1 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 Regional Office.

- 7.2 **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.
- 7.3 **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.*)
- 7.4 **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.
- 7.5 **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.*
- 7.6 **Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

8 CIVIL RIGHTS

The following requirements apply to this Agreement:

- 8.1 **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 this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- 8.2 **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. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor also agrees that it will comply with the requirements of U.S. Department of Transportation, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the 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.

9 ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the America Recovery and 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.

10 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.

11 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.

12 REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS

The Contractor agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, 49 C.F.R. § 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 U.S. Secretary of Transportation. For more information on the 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 the 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. The Contractor's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The 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 Agreement 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.

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:

- i. A description of the project;
- ii. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
- iii. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;
- iv. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;
- v. A 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);
- vi. 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;
- vii. Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought;
- viii. Justification supporting the application of the waiver categories cited; and

Contact information for the responsible party.

13 ACCESS AND INSPECTION OF RECORDS

- A. In accordance with ARRA Sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:
 - i. Access and reproduce any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and



- ii. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- B. Pursuant to 49 C.F.R. § 18.26(i)(11), 49 C.F.R. § 19.26, or A-133 (whichever applicable), the Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.
- C. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a).

The Contractor shall include this provision in all lower-tier subcontracts.

14 WHISTLEBLOWER PROTECTION

The 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. 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.

The 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.

15 FRAUD AND FALSE CLAIMS ACT

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801 et seq., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project.



Upon execution of this Agreement, 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 this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. 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 the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.

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

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

16 REPORTING REQUIREMENTS

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

- 16.1 The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- 16.2 The amount of funds actually expended or obligated during the time period requested;
- 16.3 A detailed list of all projects or activities for which funds were expended or obligated, including:
 - i. The name of the project or activity;
 - ii. A description of the project activity;
 - iii. An evaluation of the completion status of the project or activity; and
 - iv. An estimate of the number of jobs created and/or retained by the project or activity.



16.4 For any contracts or subcontracts equal to or greater than \$25,000:

- i. The name of the entity receiving the contract;
- ii. The amount of the contract;
- iii. The transaction type;
- iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
- v. The location of the entity receiving the contract;
- vi. The primary location of the contract, including city, state, congressional district, and county;
- vii. The DUNS number, or name and zip code for the entity headquarters, if known;
- viii. A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
- ix. The names and total compensation of the five most highly compensated officers of the company if received:
 - 80% or more of its annual gross revenues in Federal awards;
 - \$25,000,000 or more in annual gross revenue from Federal awards and;
 - If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986;

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

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 by amendment.

17 REPRINTS OF PUBLICATIONS

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement 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.

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

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions



or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”

18 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. Part 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 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.

19 SMALL BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES

The Authority encourages the Contractor to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract. The Authority has established a Revised Small and Disadvantaged Business Enterprise (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 ten 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 Small Business (SB) goal as described above. The Contractor is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the duration of this Agreement. 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, are 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 web page:

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



The Contractor shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes.

20 PATENT RIGHTS

- 20.1 The following provision shall be included in all agreements using federal funds that provide for, contemplate, or include planning, research development, or demonstration. This provision does not apply if the planning, research, development, or demonstration under the agreement involves only preexisting data or proprietary data related to or developed from intellectual property or information belonging to the Contractor and properly identified as such. Agreements that include a provision explicitly disallowing the Contractor from seeking patents for work done under the agreement may omit subsection B, below.
- 20.2 If any invention, improvement, or discovery of the Contractor or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the Authority immediately and provide a detailed report. The rights and responsibilities of the FRA, third party contractors and the Authority with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- 20.3 If the Contractor secures a patent with respect to any invention, improvement, or discovery of the Contractor or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Contractor agrees to grant the FRA a royalty-free, non-exclusive, and irrevocable license to use and authorize others to use the patented device or process for Federal Government purposes.
- 20.4 The Contractor agrees to include the requirements of the “Patent Rights” section of this Agreement in its third party contracts for planning, research, development, or demonstration under this Project.
- 20.6 “Proprietary data” is data that the Contractor has identified in a satisfactory manner as being under the Contractor’s control prior to commencement of performance of this Agreement, and that the Contractor has reasonably demonstrated as being of a proprietary nature by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to “proprietary data” shall remain with the Contractor throughout the term of this Agreement and thereafter.
- 20.7 “Generated data” is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. “Generated data,” as defined herein, shall not include data developed solely from preexisting or proprietary data owned by the Contractor prior to the execution of this Agreement. Any



electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement.

21 RIGHTS IN DATA AND COPYRIGHT

21.1 The following provision shall be included in all agreements using federal funds that provide for, contemplate, or include planning, research development, or demonstration. This provision does not apply if the planning, research, development, or demonstration under the agreement involves only preexisting data or proprietary data related to or developed from intellectual property or information belonging to the Contractor and properly identified as such.

21.2 The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes, but is not limited to, graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

21.3 The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i. Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the FRA.
- ii. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, the FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
 - a. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or other third party contract, irrespective of whether or not a copyright has been obtained; and
 - b. Any rights of copyright to which a Grantee, subgrantee, or a third party contractor purchases ownership with federal assistance.

21.4 The FRA may make available to any FRA Grantee, subgrantee, third party contractor, or third party subcontractor, either the FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this



Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as the FRA may direct.

- 21.5 To the extent permitted by State law, the Contractor agrees to indemnify, save and hold harmless the FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Contractor shall not be required to indemnify the FRA for any such liability arising out of the wrongful acts of employees or agents of the FRA.
- 21.6 The Contractor agrees to include the requirements of this section in its lower-tier subcontracts for planning, research, development, or demonstration under the Project.



Forms and Certifications

- Form A: Schedule of Subcontractor(s)/ Subconsultant(s)
- Form B: Organizational Conflicts of Interest Disclosure Statement
- Cert. 1: Certification Regarding Miscellaneous State Requirements
- Cert. 2: Proposer's Overall Project Small Business Goal Commitment Affidavit
- Cert. 3: Iran Contracting Certification
- Cert. 4: Darfur Contracting Act Certification
- Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 7: Non-Collusion Affidavit
- Cert. 8: Equal Employment Opportunity Certification
- Cert. 9: Non-Discrimination Certification
- Cert. 10: Certification Regarding Lobbying



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

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

(Add rows/pages as needed)

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

**Organization Name,
Address, and Telephone**

Signature of Team Representative

Printed Name

Title

Date



Form B: Organizational Conflicts of Interest Disclosure Statement**CALIFORNIA HIGH-SPEED RAIL AUTHORITY****1. Definition**

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

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

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 Proposer and its team (including Proposer, Proposer Team members, and all subcontractors identified at the time of the submittal of its Proposal, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.





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

Proposer



Cert. 1: Certification Regarding Miscellaneous State Requirements

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

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

CONTRACTOR CERTIFICATION CLAUSES:

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

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

- c. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- d. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation and employee assistance programs; and,
 - 4. penalties that may be imposed upon employees for drug abuse violations.
- e. Every employee who works on the proposed Agreement will:
 - 1. receive a copy of the company's drug-free workplace policy statement; and,
 - 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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



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

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

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

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

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

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

Sweatfree Code Of Conduct -

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).



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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1. 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.
2. 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):

1. 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.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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



3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - 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.
6. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
7. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
8. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
9. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:
 - a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - b. 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
 - c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

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



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

AFFIDAVIT

STATE OF _____ §

§

§

COUNTY OF _____ §

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

(Contact Name)

is the Official Representative of

(Proposer’s Name)

the Proposer submitting the foregoing Proposal.

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

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

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

Signature

Printed Name

Title



Cert. 3: Iran Contracting Certification

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

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

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

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

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

Date: _____

Entity: _____

Signature: _____

Printed Name _____

Title: _____

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



Cert. 4: Darfur Contracting Act Certification

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

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

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

OR

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

OR

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

CERTIFICATION for Paragraph No. 3

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

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



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

Primary Covered Transactions

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

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

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

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

Certify to the above Cannot certify to the above.

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

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

Signature of Person Certifying

Printed Name

Title

Date

**Organization Name,
Address, and Telephone**



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 2 C.F.R. Part 180, the prospective lower-tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

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

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

Certify to the above Cannot certify to the above.

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

Signature of Person Certifying

Printed Name

Title

Date

Organization Name,
Address, and Telephone



Cert. 7: Non-Collusion Affidavit

State of _____ §
 _____ §
 County of _____ §
 _____ §

The undersigned declares:

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

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

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

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

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

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

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

That all statements contained in the Proposal are true.

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

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

 (Proposer)



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

Signature of Affiant

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

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath



Cert. 8: Equal Employment Opportunity Certification

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

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Proposer, relationship to the Proposer: _____



Cert. 9: Non-Discrimination Certification

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

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



Cert. 10: Certification Regarding Lobbying

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

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

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

Executed this ____ day of _____, 20 ____.

Company Name: _____

By: _____
(Signature of Company Official)

(Title of Company Official)

Note:

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

