
California High-Speed Rail Authority



**Request for Proposals for Proposition 1A
Funding Plan Independent Consultant
Reports**

RFP No.: HSR14-65

August 6, 2015

ADDENDUM 1

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ADDENDUM 1



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Form B:	Organizational Conflicts of Interest Disclosure Statement
Form C:	Disabled Veteran Business Enterprise Declarations
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Cert. 3:	Iran Contracting Certification
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1.0 Overview and General Information

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

The California High-Speed Rail Authority (Authority) is issuing this RFP to receive Proposals from qualified firms (Proposers) to provide Proposition 1A Funding Plan Independent Consultant Reports.

- The scope of work for the Reports is based on the requirements in California Streets and Highways Code section 2704.08(d)(2), which requires “a report or reports, prepared by one or more financial services firms, financial consulting firms, or other consultants, independent of any parties, other than the authority, involved in funding or constructing the high-speed train system, indicating that (A) construction of the corridor or usable segment thereof can be completed as proposed in the plan submitted pursuant to paragraph (1), (B) if so completed, the corridor or usable segment thereof would be suitable and ready for high-speed train operation, (C) upon completion, one or more passenger service providers can begin using the tracks or stations for passenger train service, (D) the planned passenger train service to be provided by the authority, or pursuant to its authority, will not require operating subsidy, and (E) an assessment of risk and the risk mitigation strategies proposed to be employed.”
- Pursuant to and California Streets and Highways Code section 2704.08 the Authority is issuing this RFP.
- 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 three (3) highest -scored Proposers.
- The Authority will award contracts to the three highest-scored Proposers. As the Authority determines a need for work on a task order basis it will offer the task order to the highest-ranked Contractor. If the highest-scored Contractor is not able to perform the work the Authority will offer the task order to the second highest Contractor, then the third highest-scored Contractor. This approach will be used for each successive task order.
- Upon identification of a specific task order the highest-scored Contractor will be invited to provide a specific task budget, approach and scope of work. The Authority will review and subject to further negotiation agree on the budget with the highest-scored Contractor. If no agreement can be reached, the Authority reserves the right to award the task order to the second highest Contractor, then the third (if agreement is not reached with both of the first two).
- The contracts resulting from this RFP will be on call Limited Notice To Proceed (LNTP)-based contracts.
- The total dollar value for all contracts with all successful Proposers, in the aggregate, resulting from this RFP will not exceed \$4,000,000. It is anticipated that each Report can be produced at a cost of between \$50,000.00 and \$500,000.00.
- 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.

- http://hsr.ca.gov/Programs/Small_Business/policy.html
- The Authority will award contracts to the three (3) highest-scored Proposers, which will be the three (3) Proposers with the highest combined Technical and Cost Proposal scores. This RFP includes no guarantee of work, nor does any executed contract until a LNTP under any such contract is issued.
- The RFP will be available in electronic format on the State's Contract Register at (www.bidsync.com) and a link can be found on the Authority's website (www.hsr.ca.gov).
- All questions regarding this RFP must be submitted in writing through (www.bidsync.com) by 4:00 PM PT on August 14, 2015. Responses to questions submitted will be posted on Bidsync for the benefit of all participants.

1.1 Definitions

Authority – California High-Speed Rail Authority.

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

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

Contractor – A Person under contract to the California High-Speed Rail Authority under a contract resulting from this RFP.

Day – Calendar day.

Disadvantaged Business Enterprise (DBE) – A Disadvantaged Business Enterprise (DBE) is 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) – A Disabled Veteran Business Enterprise that has 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) – First construction segment of the Initial Operating Segment as defined in the Authority's 2014 Business Plan.

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.

Highest-Scored Proposer - The Proposer with the highest combined Technical Proposal score and Cost Proposal score.



Highest-Scored Contractor - The Contractor with the highest combined Technical Proposal score and Cost Proposal score.

Key Personnel – Those individuals identified in the Proposer’s Proposal to fill the positions specified in Section 4.4.2.3.

Microbusiness (MB) – A Microbusiness as certified by the California Department of General Services.

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

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

Project – Phase 1 of the High-Speed Rail System, which will connect San Francisco Bay Area to Los Angeles/Anaheim.

Project Risk Manager – The Risk Manager for the Authority.

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

Proposition 1A Funding Plan Independent Consultant Reports (Reports) – Reports required pursuant to California Streets and Highways Code section 2704.08(d)(2).

Small Business (SB) – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration and California Department of General Services for certification as a Small Business. 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:



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

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

1.2 Acronyms

ARRA – American Recovery and Reinvestment Act of 2009

CalSTA – California State Transportation Agency

Caltrans – California Department of Transportation

CO – Change Order

DBE – Disadvantaged Business Enterprise

DGS – California Department of General Services

DOF – California Department of Finance

DOT – Department of Transportation

DVBE – Disabled Veteran Business Enterprise

FCS – First Construction Segment

FOIA – Freedom of Information Act

FRA – Federal Railroad Administration

HSR – High-Speed Rail

LNTP – Limited Notice to Proceed

MB – Microbusiness

NOPA – Notice of Proposed Award

PMT – Program Management Team

RFI – Request for Information

RFP – Request for Proposals

SB – Small Business

SBE – Small Business Enterprise

SONO – Statement of No Objection



SOQ – Statement of Qualifications

U.S. DOT – United States Department of Transportation

1.3 Authority’s Designated Point-of-Contact

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

Richard Vanderzanden
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814
Phone: (916) 669-6617
Fax: (916) 322-0827
Email: Richard.vanderzanden@hsr.ca.gov

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

1.4 Proposal Submittal Information

Table 1: Key RFP Dates:

Key Dates	Activity Description
August 6, 2015	Final RFP advertised
August 14, 2015	Last day to submit written questions
August 17, 2015	Response posted to written questions
August 20 August 27, 2015	Proposals due to Authority’s office by 4:00 PM Pacific Time (PT).
August 31 September 4, 2015	Discussions/Interviews with Proposers held in Sacramento, CA.
September 1 September 7, 2015	Notice of Proposed Award (NOPA) released by 5:00 PM PT
September 4 September 11, 2015	Finalization of Contracts with highest-scored firms
September 15, 2015	Proposed Agreement Start Date

Proposals submitted in response to this RFP shall be submitted in a sealed package/envelope:

The sealed package/envelope shall include the: Technical Proposal and Cost 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 DVD.

Proposals must be received (mail or hand-delivered) no later than 4:00 PM PT, ~~August 20~~ August 27, 2015, addressed as follows:

Attention: Richard Vanderzanden
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3



Sacramento, CA 95814

**TECHNICAL/COST PROPOSAL
DO NOT OPEN**

The following information must be placed on the lower left corner of the submittal shipping package(s):

RFP No.: HSR14-65

California High-Speed Rail Authority
Proposition 1A Funding Plan Independent Consultant Reports

Proposer: _____

1.4.1 Amendments to Request for Proposals

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

1.4.2 Non-Commitment of Authority

This RFP does not commit the Authority to award a contract or to procure or contract for services or supplies. The Authority will not pay any costs incurred in the preparation of a Proposal in response to this request. The Authority reserves the right to accept or reject any or all Proposals received as a result of this request, to award fewer than three (3) contracts, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Authority to do so.

1.4.3 Late Submittals

In accordance with California Public Contract Code § 10344, Proposals received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for Proposal delivery. A Proposal is late if received any time after 4:00 PM PT on ~~August 20~~ August 27, 2015. Proposals received after the specified time will not be considered and will be returned to the Proposer.

1.4.4 Modification or Withdrawal of Proposals

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



1.4.5 Property Rights

Proposals received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the contract for Proposition 1A Funding Plan Independent Consultant Reports shall belong exclusively to the State of California. All products used or developed in the execution of any contracts resulting from this RFP will remain in the public domain at the completion of the contracts.

1.4.6 Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Reports that began upon the date of issuance of this RFP and will be completed with either the execution of the Proposition 1A Funding Plan Independent Consultant Reports contracts or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes any communication between the Authority and the Proposer including, but not limited to, face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

- A. Proposers shall correspond with the Authority regarding the RFP only through the Authority's Designated Point-of-Contact (see Section 1.3 of this RFP) and Proposer's RFP/Proposal Manager.
- B. 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.
- C. 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.
- D. The Proposers shall not contact the entities listed below, including any employees, representatives, and members regarding this RFP:
 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 Department of Finance (DOF)
 6. California High-Speed Rail Authority (except as provided in this RFP)
 7. City of Anaheim
 8. Orange County Transportation Authority
 9. Los Angeles County Metropolitan Transportation Authority
 10. Peninsula Corridor Joint Powers Board
- E. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
- F. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFP process.



2.0 Background

The Authority is responsible for planning, design, construction, maintenance and operation of the first high-speed rail system in the nation. The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. Phase 1 service will connect San Francisco Bay Area 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. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

The Authority intends to finance the Project with State and Federal funding, including funds (for a portion of the Project) provided by the FRA pursuant to federal appropriations that include funding made available through ARRA. The Authority will act as the FRA-designated recipient for Federal transportation funds. State funds may include the proceeds of state bonds authorized by Proposition 1A and/or Cap and Trade auction proceeds. The Authority also is actively seeking private financing and/or funding partners.

Prior to committing any proceeds of state bonds authorized by Proposition 1A for expenditure for construction and real property and equipment acquisition on any corridor, or usable segment thereof, other than for certain preliminary costs, California Streets and Highways Code section 2704.08(d)(1) requires that the Authority shall have approved and concurrently submitted to the Director of Finance and the Chairperson of the Joint Legislative Budget Committee a detailed funding plan for that corridor or usable segment thereof. In addition, California Streets and Highways Code section 2704.08(d)(2) requires the Authority to obtain and deliver, with the funding plan described above, a report or reports, prepared by one or more financial services firms, financial consulting firms, or other consultants, independent of any parties, other than the Authority, involved in funding or constructing the high-speed train system, relating to the indications and assessments about the corridor or usable segment articulated in section 2704.08(d)(2)(A) to (E) (Reports).

The purpose of this RFP is to select one or more firms or teams to prepare the Report(s) that will accompany the funding plans that the Authority may prepare. It is the Authority's intention to select more than one firm to be available for assignment of work throughout the term of the contract(s) resulting from this RFP as the needs of the Authority evolve. Award and/or execution of a contract resulting from this RFP is not a guarantee of work.

Proposers acknowledge that any services or work performed under any contract resulting from this RFP must be consistent and/or compliant with the terms and conditions set forth in any contract resulting from this RFP and any LNTP issued pursuant thereto.

3.0 Description of Work

The scope of work for the Reports is based on the requirements in California Streets and Highways Code section 2704.08(d)(2), which requires "a report or reports, prepared by one or more financial services firms, financial consulting firms, or other consultants, independent of any parties, other than the authority, involved in funding or constructing the high-speed train system, indicating that (A) construction of the



corridor or usable segment thereof can be completed as proposed in the plan submitted pursuant to paragraph (1), (B) if so completed, the corridor or usable segment thereof would be suitable and ready for high-speed train operation, (C) upon completion, one or more passenger service providers can begin using the tracks or stations for passenger train service, (D) the planned passenger train service to be provided by the authority, or pursuant to its authority, will not require operating subsidy, and (E) an assessment of risk and the risk mitigation strategies proposed to be employed.”

See Attachment A – Exhibit A for the full Scope of Work.

4.0 Proposal Requirements

The following summarizes the required content and organization of submitted Proposals. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by a Proposer or clarification of qualifications to perform the work described in this RFP.

4.1 General Requirements

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

The Proposal shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, a font not less than 12 point, 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 20, Page 2 of 20, etc.).
- The Proposal shall be no more than 50 pages in length, exclusive of the transmittal letter, resumes as required by Section 4.5.2.3, and the Forms and Certifications.
- Brochures, extraneous documents 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 responsible for leading the effort.
- All names and applicable titles shall be typed or printed below the signatures.
- Forms A-D and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The Proposal shall be divided into sections as described below:



-
- A blank page should precede each section with an index tab extending beyond the far right side of the page; these blank pages will not be counted within the page count.
 - The index tab should have the appropriate section number typed thereon.
 - At a minimum, the items described in Section 4 shall be addressed.
 - Sections in the Proposal should be in the same order as they appear in this RFP.

4.2 Transmittal Letter

The Proposal shall be transmitted with a letter that must be signed by an official authorized to bind the Proposer contractually and shall contain a statement that indicates the Proposal is complete and accurate. The transmittal letter shall also include:

- (1) A statement affirming that the Proposer has or is able to obtain the required insurance specified in Section 6.2 of this RFP.
- (2) The names, titles, addresses and telephone numbers of individuals authorized to contractually bind the Proposer.
- (3) An affirmation that the Proposer has not been terminated from another contract for default or has not received an adverse civil judgment or criminal conviction in the past 5 years.
- (4) All completed Forms (A-D) and Certifications (1-10) included in this RFP. These Forms and Certifications shall be manually signed and included as Attachment 1 to the transmittal letter.
- (5) All necessary information and forms required showing proof of small business participation, including 3% DVBE goal. This information shall include, but may not necessarily be limited to, Form A, and shall be included as Attachment 1 to the transmittal letter.
- (6) Copies of all valid and appropriate licensure necessary to perform the Scope of Work set forth in Attachment A – Exhibit A. These copies shall be included as Attachment 2 to the transmittal letter.
- (7) An affirmation that the minimum requirements of Section 4.3 are met.

Neither the transmittal letter nor the Forms and Certifications will be included in the page count.

4.3 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 Proposer must submit a transmittal letter in compliance with Section 4.2.
 2. The Proposer must identify the Proposer's Contract Manager and Relevant Key Personnel Position assigned to manage any contract awarded pursuant to this RFP as further set forth in 4.5.2.3.
 3. The Proposer must provide resumes for the Key Personnel with their Key Personnel and Staffing Plan.
 4. The Proposer must provide (3) references for the firm as required in Section 4.5.1 (including all required information and/or documentation). These references must be included with the Proposer's response to Section 4.5.1 – Past Performance and Experience.

4.4 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 Proposition 1A Funding Plan Independent Consultant Reports. As such, the Executive Summary may emphasize the Proposer's strengths as fully described in the balance of the Technical Proposal; however, Proposers should be aware that the Executive Summary will not be separately evaluated and it will count against the page limitations.

4.5 Contents of Technical Proposal

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

4.5.1 Past Performance and Experience

The Authority wishes to contract with an Independent Consultant team with a proven track record of successfully providing independent technical reports comparable to those required in the Scope of Work for similar complex infrastructure projects, preferably involving intercity passenger rail service.

4.5.1.1 Provide the following information, and explain how the Proposer meets the past performance and experience criteria in Attachment C:

- 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 similar work for similar projects. References shall be for:
 - If a single entity is the prime contractor submitting the proposal, the references shall be submitted for the prime.
 - If the Proposal is submitted by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.
 - If the proposal is submitted by a joint venture that has not worked together in the past, three (3) references shall be included for each prime member of the joint venture.



4.5.1.2 For each assignment/project identified above, and up to three (3) additional assignments/projects of a similar nature, 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 assignment/project;
- The name of each proposed service team member working on the account;
- The date of service of the agreement;
- A description of how the project/assignment provided the experience preferred in this RFP; and
- Examples of cost saving methodologies utilized on the project/assignment.

4.5.2 Understanding of the Scope of Work

The Authority wishes to contract with an Independent Consultant team with a strong understanding of the Scope of Work described in Attachment A – Exhibit A of this RFP.

4.5.2.1 Project Understanding

Provide the following information, and explain how the Proposer meets the criteria in Attachment C.

- 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 Work.
- Present the Proposer’s concepts as to how a work plan for the Scope of Work should be structured and an outline depicting how the Proposer plans to structure the Report(s).

4.5.2.2 Organization and Management Approach

Provide the following information, and explain how the Proposer meets the organization and management approach criteria in Attachment C.

- Describe the composition of the Proposer’s team, and how activities would be assigned.
- Provide a brief description of the following elements related to your team’s organization and management approach:
 - Project Management – including planning of work, schedules, progress reporting, subcontractor management, and communication with the authority staff
 - Quality Assurance – including processes for peer review and authority review



4.5.2.3 Staffing Plan and Key Personnel

4.5.2.3.1 Provide a staffing plan, which shall include Key Personnel and other staff necessary to complete the Scope of Work. Explain how this staffing plan will ensure accurate and timely completion of the Scope of Work. Provide an organizational chart that clearly identifies Key Personnel and their roles.

4.5.2.3.2 Provide the following information, and explain how the Proposer meets the Key Personnel criteria in Attachment C.

- Identify and explain the availability of the Key Personnel (including any subcontractors) who will provide the following expertise or knowledge:
 - Contract Management
 - Project Management
 - Construction
 - Operations and Maintenance
 - Ridership, Revenue and Financial Performance
 - Risk Assessment
- All known subcontractors shall be listed in this section of the Proposal and the required information provided on Form A.
- Include the resumes of Key Personnel and other key staff in your staffing plan that demonstrates their experience in working on similar projects/assignments. 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.

There shall be no change in the Key Personnel without prior written approval by the Authority.

4.5.3 Small Business Participation

For this solicitation the Authority has established a 30 percent Small Business (SB) Enterprise goal. Specifically, the Authority will evaluate if the Proposal meets the commitment of 30 percent. This 30 percent SB goal is inclusive of a 3 percent Disabled Veteran Business Enterprise (DVBE) goal.

In this section, list the name of each SB/ DVBE subcontractor that the Proposer will use during the course of the Work, the services each will provide, and the percentage of the Work each is anticipated to perform.



Describe the Proposer's approach and processes to be employed during the performance of the contract to ensure that the Authority's 30% goal is met. It is expected that the approach and processes identified will be incorporated into the Proposer's Small Business Performance Plan, which will be a contract deliverable.

4.5.3.1 Small Business Preference and DVBE Incentive

Pursuant to California Government Code section 14838, the Authority will provide a 5% preference for Proposers that provide for 30% certified Small Business and Microbusiness participation.

The application of the preference for a non-SB shall not result in the denial of the award to a Small Business or Microbusiness proposer.

The DVBE Incentive program was established pursuant to Military & Veterans Code Section 999.5(2) and Department of General Services' Regulations 2 CCR 1896.98 et.seq. Incentive points are included in the sum of non-cost points. The DVBE incentive is only applied during the RFP evaluation process and only to responsive/responsible Proposers. The incentive amount for awards based on high score will vary in conjunction with the percentage of DVBE participation (See Attachment C, "Scoring Criteria," for incentive values).

The application of preference points cannot be used to achieve any applicable minimum point requirements in this RFP. Small Business and Microbusiness proposers have precedence over non-SB proposers.

4.5.4 Cost Proposal

The Authority shall compensate the successful Proposer for actual hours worked, and reimbursable expenses on an actual cost basis. Proposers shall submit all cost information on Attachment D, Cost Proposal Form, which includes a Rate Schedule and Cost Proposal Worksheet. The Rate Schedule shall include hourly rates for each category of personnel. These rates shall serve as binding rate caps for the first year of the Agreement and will increase at a rate of 2% per year. The rates listed on the Rate Schedule shall be fully loaded and include all direct and indirect costs, including overhead and taxes incidental to the specified rates as well as profit.

The successful Proposer shall provide all labor, materials, licenses, permits, and transportation (to and from the Proposer's normal work location) 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 Rate Schedule portion of the Cost Proposal Form, and will not constitute reimbursable expenses. Reimbursement for reimbursable travel shall not exceed the rates set forth at: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement for the purchase of equipment or materials is not allowed under any contract resulting from this RFP.

For the purposes of calculating the Cost Proposal score, Proposers have been provided with a standard number of hours to calculate a budget for the completion of a Report. These hours are by way of example only and shall only be used to calculate the Cost Proposal score. Proposers must assign the pool of hours to specific staff members from the Rate Schedule to come up with a total budget by task and task element. The assigned staff should reflect the approach and mix of staff laid out in the Technical Proposal. The



rates for assigned staff must be the rates from the Rate Schedule. Following the Rate Sheet and Cost Proposal Worksheet, provide a detailed explanation as to how the Proposer's Cost Proposal Worksheet aligns with the Proposer's Organization and Management Approach (4.5.2.2) and Staffing Plan and Key Personnel (4.5.2.3).

Upon preliminary assignment of a task order to a successful Proposer, the successful Proposer will determine the actual number of hours required to complete the presented Report using the rates from the Rate Schedule. Prior to issuance of a task order, the Contractor and Authority will use the Contractor's proposed task order budget to negotiate and agree-upon a final task order budget.

All information provided on the Cost Proposal Form, except for the rates provided in the Rate Schedule, which shall become part of the final contract, is for evaluation purposes only.

Under no circumstances will the amount paid under all contracts with all successful Proposers, in the aggregate, resulting from this RFP be more than \$4,000,000.

The figures in each Proposer's Cost Proposal Worksheet will be used solely for computing the cost estimates for each Proposer used by the Authority to rank the Cost Proposals as described in Section 5.3, and shall not be binding on the Authority; this RFP includes no guarantee of work, nor does any executed contract until a LNTP under any such contract is issued.

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.

4.6 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_Final915201_1.pdf

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

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

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



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

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

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

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

If a potential conflict of interest arises as the result of a LNTP, the successful Proposer given the LNTP must immediately notify the Authority in writing. The Authority will then work with the Proposer to determine whether a conflict exists and, if so, whether giving the LNTP to another successful Proposer eliminates of the conflict of interest.

4.7 Confidentiality

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

The Authority will NOT accept any confidential information or documentation from a Proposer. In the event the Authority receives information or documentation marked “CONFIDENTIAL” or “TRADE SECRET” the Authority will return the information/documentation to the Proposer and such information will not be evaluated.

5.0 Evaluation

The following summarizes the Proposal Review Evaluation and Finalization processes.



5.1 Qualifying Review

The Authority Evaluation/Selection Committee shall review and evaluate each Proposal on a consensus basis, first to evaluate whether the Proposals meet the Minimum Requirements contained in Section 4 above and Attachment B on a pass/fail basis.

The Proposer must submit all of the required information as described in Attachment B: 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, as described below. Failure to meet the Minimum Requirements of the Request of 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 Technical Proposal Evaluation

The Evaluation/Selection Committee will then evaluate and score the Technical Proposals of the Qualifying Proposers. Evaluation will be done on a consensus basis in accordance with the criteria in Attachment C. The Technical Proposal can receive a maximum of 700 points, or 70 percent of the total score. All Qualifying Proposers who receive the minimum qualifying technical score of 80% (560 points out of a possible 700 points) will be invited to participate in discussions/interviews. Discussions will be used to clarify the Technical Proposals and may result in an adjusted Technical Proposal score. Discussions will not be separately scored.

5.3 Cost Proposal Evaluation

The Proposer shall complete Attachment D: Cost Proposal Form when submitting its Cost Proposal and shall provide all information as set forth in Section 4.5.4.

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 150 points. The remaining Cost Proposals will be awarded cost points based on the Cost Proposal Formula below:

$$(\text{Lowest Cost Proposal/Other Cost Proposal}) \times 150 \text{ points} = \text{Other Cost Proposal Score}$$

The Evaluation/Selection Committee, on a consensus basis, will award the remaining 150 points allocated to the Cost Proposal evaluation by evaluating how closely the Cost Proposal aligns with the Proposer's Organization and Management Approach (4.5.2.2) and Staffing Plan and Key Personnel (4.5.2.3).

The Cost Proposal score will be added to the Technical Proposal score, and the three (3) Proposers with the highest combined scores will be the Highest-Scored Proposers.



5.4 Contract Finalization Process

The Authority will award contracts to the three (3) highest-scored Proposers, which will be the three (3) Proposers with the highest combined Technical and Cost Proposal scores. The Authority reserves the right to award fewer than three (3) contracts in the event fewer than (3) Proposers meet both the Minimum Requirements and the minimum qualifying proposal score. The top-scoring Proposer will be assigned, if then available and subject to negotiation of the budget, to provide the first Report as more specifically set forth in Attachment A, Exhibit A, Section 2. No work shall begin before the issuance of a Funding Plan LNTP.

6.0 Additional Requirements Related to the Contract for Proposition 1A Funding Plan Independent Consultant Reports

The contract provisions in Attachment A, Exhibits B-E, will be applicable upon execution of any contract resulting from this RFP.

7.0 Protest Procedures

A Proposer may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest 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 1.3 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's consideration.
- The Authority shall comply with the procedures outlined in PCC § 10344 in the determination of any protest resulting from this RFP.



**EXHIBIT A
SCOPE OF WORK**

1 BACKGROUND AND PURPOSE

- 1.1 The California High-Speed Rail Authority (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 High-Speed Rail Authority, an agency of the State of California, and _____, a _____.
- 1.3 To facilitate the funding 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 Agreement will be directed to the project representatives identified below:

AUTHORITY	CONTRACTOR
Contract Manager (ACM):	Project Manager:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
e-mail:	e-mail:

The Contract Manager may be changed without amendment (as specified in Exhibit D, Section 1.2).

2 ASSIGNMENT OF WORK

- 2.1 Upon identification of a specific task order, the highest-scored Contractor will be invited to provide a specific task budget, approach and scope of work. Subject to further negotiation, the Authority will review and agree on the budget with the highest-scored Contractor. If no agreement can be reached or if the highest-scored Contractor is unable to accept that work or any additional work, the next highest-scored Contractor will then be called in descending order (highest to lowest) based upon the total of their technical/cost proposal scores. Work will be assigned on an as-needed basis.

RANK	CONTRACTOR
1.	
2.	
3.	



2.2 The Contractor's ability to accept work will first be determined based on Organizational Conflict of Interest requirements and, if no conflict of interest is triggered by the acceptance of said work, then measured according to the Contractor's available resources (as determined by the Authority, in consultation with the Contractor) and the time requirements set forth by the Authority's Contract Manager for completion of work.

2.3 It is understood and agreed that any and all work assigned pursuant to this Agreement is to be performed in accordance with this Agreement.

2.4 Any Contractor who receives three (3) Funding Plan LNTPs, for which work has not been completed prior to issuance of the next Funding Plan LNTP, will not receive any subsequent Funding Plan LNTP. All new LNTPs will be issued to the next highest-scored Contractor until the higher-scored Contractor completes, to the Authority's Contract Manager's satisfaction, work under at least one (1) of the outstanding Funding Plan LNTPs.

3 SCOPE OF WORK

3.1 This Scope of Work encompasses the tasks to be performed that will enable the selected consultant(s) to issue one or more reports pursuant to California Streets and Highways Code section 2704.08(d)(2), which requires "a report or reports, prepared by one or more financial services firms, financial consulting firms, or other consultants, independent of any parties, other than the authority, involved in funding or constructing the high-speed train system, indicating that (A) construction of the corridor or usable segment thereof can be completed as proposed in the plan submitted pursuant to paragraph (1), (B) if so completed, the corridor or usable segment thereof would be suitable and ready for high-speed train operation, (C) upon completion, one or more passenger service providers can begin using the tracks or stations for passenger train service, (D) the planned passenger train service to be provided by the authority, or pursuant to its authority, will not require operating subsidy, and (E) an assessment of risk and the risk mitigation strategies proposed to be employed." (the "Reports"). All tasks necessary to complete one of these Reports shall be completed in a timeframe not exceeding ten (10) to sixteen (16) weeks, as specified in the associated Funding Plan LNTP.

In order to enable the selected consultant(s) to perform the analysis necessary to make the required indications, the Authority will provide the selected consultant(s) access to Authority data and records and will permit the consultant(s) to interview appropriate Authority employees, consultants and contractors.

The list of required indications to be addressed by the consultant(s) in the Report(s) is set forth below.

- "Construction of the corridor or usable segment thereof can be completed as proposed in the plan submitted pursuant to [section 2704.08(d)(1)]."
- "If so completed, the corridor or usable segment thereof would be suitable and ready for high-speed train operation."
- "Upon completion, one or more passenger service providers can begin using the tracks or stations for passenger train service."



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- “The planned passenger train service to be provided by the authority, or pursuant to its authority, will not require operating subsidy.”
 - “An assessment of risk and the risk mitigation strategies proposed to be employed.”

Below are relevant items the selected consultant(s) may need to review or assess. These items listed are examples only, and are not limiting or exhaustive. Further, the Authority understands that the consultant(s) shall conduct their own review and analysis and determine compliance with statutory requirements for the Report(s), which may or may not include all of the items set forth below, and may include additional materials. It is the Contractor’s responsibility to request and review all necessary information and/or documentation. Nothing in this contract, including the list below, shall in any way be construed to indicate the Authority’s interpretation of the statutory or Report requirements.

- 2012, 2014, and any subsequent Business Plan(s) of the Authority
- Then-current applicable Basis of Design document(s) and Design Criteria Manual
- Risk management plan and any other risk planning tools or methodologies employed
- All environmental clearances required to commence construction
- Any applicable right-of-way plan(s)
- Any applicable draft or final funding plan(s)
- Any applicable Authority performance specifications or plans to develop performance specifications
- Documentation of ridership model(s), ridership model inputs, resulting ridership and revenue forecasts, and relevant review(s) of the model(s), input(s), output(s) and travel demand forecasting techniques
- Construction cost estimates that support the funding plan(s)
- Any relevant confidence analyses undertaken to determine cost and revenue bands
- Any applicable requests for proposal/qualification, contracts, or memoranda of understanding
- Any applicable project/program delivery schedule(s)
- Documentation of operations and maintenance (O&M) cost model(s), O&M model inputs, resulting O&M estimates, and relevant review(s) of the model(s), input(s), and output(s)
- All necessary permits or plans to obtain necessary permits to commence construction



4 TERM

This Agreement shall become effective on September xx, 2015, or upon DGS approval, whichever is later, as presented herein and shall remain effective for two (2) years from approval date. This Agreement is of no effect unless executed by the Authority and the Department of General Services. No work shall begin before that time and the Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of a Funding Plan Limited Notice to Proceed (LNTP) from the Authority Contract Manager.

The Authority may, at its sole discretion, authorize a maximum of one (1), one (1) year extension for a maximum term of three (3) years.

ADDENDUM 1



EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1 BUDGET CONTINGENCY CLAUSE

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

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 at the rates identified in Attachment XX. The rates in the Rate Schedule are rate caps, or the maximum rates 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 compensation 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 [agreement amount]. 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 copies, as specified below, of the Invoice for Payment. Invoices shall be submitted no more than monthly in arrears 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 Consultant 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. However, 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.

3.2.2.1 By LNTP: cumulative amounts, billed to date, current billing, and balance of funds.

3.2.3 Travel costs.

3.2.3.1 Receipts for travel, including departure and return times.

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 A report that documents the progress of the work during the billing period.

3.2.6 Any other deliverables due during the billing period.

3.2.7 Subcontractor awardees and vendors invoices:

3.2.7.1 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.

3.3 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.

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 Funding Plan LNTP 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

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, or otherwise cannot access the GTC 610, please contact the Office of Procurement and Contracts below 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.
- 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 any final task order.
- 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.
- 2.6** All applicable Contractors shall submit monthly progress reports on small businesses, including DVBE utilization to the Authority. The Authority and Consultants will keep a running tally of actual invoiced amounts by small businesses for work committed to them during the contract performance. The "Monthly SB Invoice Report Summary and Verification" will be used to keep the running tally. The SB Invoice Report Summary and Verification reporting requirements captures SB utilization at all tiers. This requirement shall also include any amended portion of the contract.



2.7 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)).

2.8 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 anyone 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 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: 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.



6.3 Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Contractor if terminated for convenience of the Authority.

6.4 Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.

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. 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 LNTPs.
- b) Contractor's SOQ/Proposal dated [DATE].
- c) Request for Proposals for Proposition 1A Subsection (d) Funding Plan Independent Consultant Reports dated May 22, 2015, RFP No. HSR14-65.

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 OWNERSHIP OF DATA

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

4.2 "Generated data" is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance 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. "Generated data," as defined herein, shall not include proprietary data, as defined below.

4.3 "Proprietary data" is such data as the Consultant has identified in a satisfactory manner as being under Consultant's control prior to commencement of performance of this Agreement, and which Consultant has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Consultant throughout the term of this Agreement and thereafter. The extent of the Authority access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.

5 STANDARD OF CARE

5.1 The Contractor, in performing its professional services under this Agreement, owes the Authority the following duties of care (The Contractor's "Standard of Care"):

5.1.1 The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances;

5.1.2 The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and

5.1.3 The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

6 DAMAGES DUE TO ERRORS AND OMISSIONS

6.1 The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A Consultant may be liable for Authority costs resulting from errors or deficiencies in designs furnished under its Agreement.

6.2 Authority's Contract Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Authority's interest. The Contract Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the firm.

7 LICENSES AND PERMITS

7.1 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.



7.2 If the Contractor is located within the state of California, a business license from the city/county in which the Contractor is headquartered is necessary; however, if the Contractor submitting a proposal is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If the Contractor's headquarters is located outside the State of California, the Authority requires a copy of the business license or incorporation papers for the company's respective state showing that the company is in good standing in that state, and proof of registration as a foreign corporation qualified to do business in California.

7.3 In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, Contractor agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

8 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.

8.1 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)).

8.2 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.

8.3 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.

8.4 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 five million dollars (\$5,000,000) per



claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement.

8.5 Other Provisions or Requirements

8.5.1 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.

8.5.2 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.

8.5.3 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.

8.5.4 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.

8.5.5 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.

8.5.6 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.

8.5.7 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.

8.5.8 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.

8.5.9 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.

8.5.10 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.

8.5.11 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.

8.5.12 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.

8.5.13 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.

8.5.14 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.

9 OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT

9.1 The purchase of equipment is not permitted under this Agreement.

10 CONTINGENT FEE

10.1 The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

11 SMALL BUSINESS

11.1

The Authority has established a thirty percent Small Business Enterprise (SBE) utilization goal, which is inclusive of a three percent Disabled Veteran Business Enterprise (DVBE) goal for this Agreement. Contractor shall comply with the ___% SBE utilization goal set forth in their Proposal and the ___% DVBE utilization goal.



Attachment B: Minimum Requirements Checklist

For use by the Evaluation/Selection Committee only.

#	Minimum Requirement	Yes	No
1.	Did the Proposer submit a transmittal letter in compliance with Section 4.2?		
2.	Did the Proposer identify the Proposer's Contract Manager and Relevant Key Personnel Position assigned to manage any contract awarded pursuant to this RFP as further set forth in 4.5.2.3?		
3.	Did the Proposer provide resumes for the Key Personnel with their Key Personnel and Staffing Plan?		
4.	Did the Proposer provide (3) references for the firm as required in Section 4.5.1 (including all required information and/or documentation). These references must be included with the Proposer's response to Section 4.5.1 – Past Performance and Experience?		

ADDENDUM



Attachment C: Criteria for Awarding Points for the Proposal

(2) Technical Proposal Evaluation

		Maximum Score	Actual Score
1a.	<p>PAST PERFORMANCE AND EXPERIENCE (250 maximum points)</p> <ul style="list-style-type: none"> How much experience does the proposer’s team have in the planning or development of high-speed rail or intercity passenger rail systems? How much experience does the proposer’s team have in the development or evaluation of high-speed rail or intercity passenger rail ridership data, including regional and intercity travel demand forecast models and ridership and revenue forecasts? How much experience does the proposer’s team have in the development of or evaluation of high-speed rail or intercity passenger rail operations and maintenance cost modeling and estimation? How much experience does the proposer’s team have in the development of or evaluation of high-speed rail or intercity passenger rail capital cost estimation? How much experience does the proposer’s team have in the development or evaluation of risk assessments for large rail and construction projects, including the development of risk programs, frameworks and risk mitigation strategies? 	250	
1b.	<p>PAST PERFORMANCE AND EXPERIENCE – High-Speed Rail (50 maximum points) How much experience does the proposer’s team have with the development, operations and / or evaluation of high-speed rail (rail at speeds equal to or greater than 150 mph) systems?</p>	50	
2.	<p>UNDERSTANDING OF PROJECT REQUIREMENTS Project Criteria: (200 maximum points)</p> <ul style="list-style-type: none"> Has the Proposer demonstrated a thorough knowledge of the steps necessary to complete the Independent Consultant Report(s)? Has the Proposer demonstrated its proposed work plan, including its Report outline, will be successful in meeting the Authority’s needs? Does the Proposer have any unique or special techniques, methods, or approaches that will be used to make the Proposer more likely to successfully and timely complete the Scope of Work? 	200	
	<p>Organization and Management Plan: (50 maximum points)</p> <ul style="list-style-type: none"> How well has the Proposer demonstrated that its approach to delivering high quality products in past comparable assignments will be successfully repeatable for the Scope of Work? How well has the Proposer demonstrated that its team will be staffed appropriately and organized efficiently to produce the work product in the required amount of time? How well does the composition of the Proposer’s team provide the required expertise and experience levels required to perform the Scope of Work and successfully achieve the objectives set forth by the 	50	



	<p>Authority?</p> <ul style="list-style-type: none"> How much history of working together in the past does the Proposer's team have, and has Proposer demonstrated that such past working arrangements have been successful in meeting clients' objectives and expectations, particularly within the relevant time frames and budgets? 		
	<p>Key Personnel: (150 maximum points)</p> <ul style="list-style-type: none"> How strong and aligned to their assigned roles and responsibilities are the personal qualifications and professional skills of the Key Personnel nominees for their respective roles and the functions that they are required to complete the Independent Consultant Report(s). How much experience from other projects/assignments do individual members of the Proposer's team have in completing aspects of the Scope of Work? How well has the Proposer demonstrated that the Project Manager has the experience, capabilities, authority and resources to effectively lead and manage the Scope of Work? How well has the Proposer demonstrated the ability to manage time frames, costs, and issues relevant to the delivery of the initial Independent Consultant Report within the required time frame? 	150	
	Total	700	

(3) Cost Proposal Evaluation

	<ul style="list-style-type: none"> How closely does the allocation of work provided in the sample budget align with the Proposer's Organization and Management Approach (4.5.2.2) and Staffing Plan and Key Personnel (4.5.2.3)? 	150	
	<ul style="list-style-type: none"> How many points does the Proposer receive based on the following: <ul style="list-style-type: none"> The lowest Cost Proposal submitted will be awarded 150 points. The remaining Cost Proposals will be awarded points based on the Cost Proposal Formula below: <p>(Lowest Cost Proposal/Other Cost Proposal) x 150 points = Other Cost Proposal Score</p>	150	
	Total	300	



(4) Small Business Evaluation

	<p>SMALL BUSINESS PARTICIPATION Pursuant to California Government Code section 14838, the Authority will provide the following preference for Proposers that provide for 30% certified small business and microbusiness participation:</p> <ul style="list-style-type: none"> • 5 percent of the highest-scored Proposer’s total score. <p>Note: The preference shall not be awarded to a noncompliant Proposer and shall not be used to achieve any applicable minimum requirements.</p>										
	<p>DVBE INCENTIVE Pursuant to 2 CCR 1896.98, the Authority will provide the following incentive for Proposers that provide for DVBE subcontractor participation:</p> <table border="1" data-bbox="358 705 1052 835"> <thead> <tr> <th>Confirmed DVBE Participation</th> <th>Incentive Amount</th> </tr> </thead> <tbody> <tr> <td>5% or Over</td> <td>3%</td> </tr> <tr> <td>3% to 4.99% inclusive</td> <td>2%</td> </tr> <tr> <td>1% to 2.99% inclusive</td> <td>1%</td> </tr> </tbody> </table> <p>Note: The incentive shall not be awarded to a noncompliant Proposer and shall not be used to achieve any applicable minimum requirements.</p>	Confirmed DVBE Participation	Incentive Amount	5% or Over	3%	3% to 4.99% inclusive	2%	1% to 2.99% inclusive	1%		
Confirmed DVBE Participation	Incentive Amount										
5% or Over	3%										
3% to 4.99% inclusive	2%										
1% to 2.99% inclusive	1%										
	<p>Preference/Incentive Total</p>										
	<p>Grand Total</p>	<p>1000</p>									



Attachment D: Cost Proposal Form

This section is prepared to meet the requirements of the RFP Section 4.5.4, Cost Proposal. This Cost Proposal Form is submitted following the Minimum Requirements/Technical Proposal sections.

Hours relating to an example level of effort required to complete a potential Report have been provided for the purpose of scoring the Cost Proposal only. Actual hours and budgets for specific task orders will be negotiated and agreed upon at the time that a task order is assigned.

Proposers must assign the pool of hours allocated to each task to specific staff members described in the Rate Schedule to come up with a total budget by task element by multiplying the total hours for each task element by the person's rate. The assigned staff should reflect the approach and mix of staff described in the Proposer's Organization and Management Approach (4.5.2.2) and Staffing Plan and Key Personnel (4.5.2.3). The rates for assigned staff must be the rates from the Rate Schedule.

The Cost Proposal shall describe only the costs proposed as required to meet the level of effort to complete a Report pursuant to the hours below, and shall not detail any other rates, amounts, or information. It shall not include any text that could be construed as a qualification of cost proposed.

Firm Name: _____proposes the following

Rate Schedule* (including any subcontractor Personnel) (attach additional sheets as necessary)

*Rates will be included in any resulting contract, but will not be evaluated separately from the Cost Proposal Worksheet.

Personnel Names	Personnel Firm / Titles	Hourly Rates



Cost Proposal Worksheet (To be included in any resulting contract)

Tasks (for one Report)	Total Personnel Hours	Proposed Staff	Total Hours Allocated	Fully Loaded Hourly Rate	Personnel Costs	Reimbursable Expenses	Total Costs	
A. Report compliant with Streets and Highways Code section 2704.08(d)(2)(A): <i>Construction of the corridor or usable segment thereof can be completed as proposed in the plan submitted pursuant to section 2704.08(d)(1)</i>	200							
		Add Additional Rows as Necessary						
		Total	200					
B. Report compliant with Streets and Highways Code section 2704.08(d)(2)(B): <i>If completed pursuant to section 2704.08(d)(1), the corridor or usable segment thereof would be suitable and ready for high-speed train operation</i>	200							
		Add Additional Rows as Necessary						
		Total	200					
C. Report compliant with Streets and Highways Code section 2704.08(d)(2)(C): <i>Upon completion, one or more passenger service providers can begin using the tracks or stations for passenger train service</i>	200							
		Add Additional Rows as Necessary						
		Total	200					
D. Report compliant with Streets and Highways Code section 2704.08(d)(2)(D): <i>The planned passenger train service to be provided by the authority, or pursuant to its authority, will not require operating subsidy</i>	200							
		Add Additional Rows as Necessary						
		Total	200					



E. Report compliant with Streets and Highways Code section 2704.08(d)(2)(E): <i>An assessment of risk and the risk mitigation strategies proposed to be employed</i>	200								
		Add Additional Rows as Necessary							
		Total	200						
F. Contract administration and management communication	40								
		Add Additional Rows as Necessary							
		Total	40						
Totals:	1040								

Submitted By: _____
 (Type name of individual authorize to represent the Proposer)

Authorized Signature: _____ Date: _____

NOTE: DO NOT QUALIFY YOUR COST PROPOSAL. ANY PROPOSER THAT QUALIFIES ITS COST PROPOSAL WILL BE REJECTED.

Cost Proposal Narrative: Provide a detailed explanation as to how the Proposer's Cost Proposal Worksheet aligns with the Proposer's Organization and Management Approach (4.5.2.2) and Staffing Plan and Key Personnel (4.5.2.3).



Forms and Certifications

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

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



-
- Form C: Disabled Veteran Business Enterprise Declarations
 - Form D: Bidder Declaration
 - 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"/> \$500K-\$2 Mil		
Phone:						
Fax:						
Tax ID:						
Contact Person:	Age of Firm:				<input type="checkbox"/> DBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Email:					<input type="checkbox"/> SB	
		<input type="checkbox"/> MB	<input type="checkbox"/> > \$5Mil			
		<input type="checkbox"/> DVBE				
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"/> \$500K-\$2 Mil		
Phone:						
Fax:						
Tax ID:						
Contact Person:	Age of Firm:				<input type="checkbox"/> DBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Email:					<input type="checkbox"/> SB	
		<input type="checkbox"/> MB	<input type="checkbox"/> > \$5Mil			
		<input type="checkbox"/> DVBE				
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"/> \$500K-\$2 Mil		
Phone:						
Fax:						
Tax ID:						
Contact Person:	Age of Firm:				<input type="checkbox"/> DBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Email:					<input type="checkbox"/> SB	
		<input type="checkbox"/> MB	<input type="checkbox"/> > \$5Mil			
		<input type="checkbox"/> DVBE				

(Add rows/pages as needed)

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

ADDED



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.

ADDITIONAL

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



Form C: DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Reference Number: _____
Description (materials/supplies/services/equipment proposed): _____
Solicitation/Contract Number: _____ SCPRS Reference Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete section 3 below if renting equipment.
- Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/Manager)	_____ (Date Signed)
_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/Manager)	_____ (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent:
(If more than one firm, list on extra sheets.) _____
(Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. Seq
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*, will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

_____ (Printed Name)	_____ (Signature)	_____ (Date Signed)
_____ (Address of Owner)	_____ (Telephone)	_____ (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Manager)	_____ (Signature of DV Manager)	_____ (Date Signed)
---------------------------------------	------------------------------------	------------------------



Form D: BIDDER DECLARATION

Please complete the [GSPD-05-105 Bidder Declaration](#)

{THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK}

ADDENDUM 1



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. 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 Proposition 1A Funding Plan Independent Consultant Reports.

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, business
Initials activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we
Initials 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 activities or
Initials 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).

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



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

Lower Tier Covered Transactions

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

In accordance with the provisions of 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 Proposition 1A Funding Plan Independent Consultant Reports.

Signature of Person Certifying

Printed Name

Title

Date

**Organization Name,
Address, and Telephone**

ADDENDUM 1



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.

