California High-Speed Rail Authority

RFP No.: HSR 13-57

Request for Proposals for Design-Build Services for Construction Package 2-3

Instructions to Proposers, Forms and Certifications

04/02/2014 - RFP No.: HSR13-57

Revision(s)	Date	Description
0	04/02/2014	Initial Release

Table of Contents

Part A: Instructions to Proposers

1.0 INTRODUCTION AND PURPOSE OF SOLICITATION 1
1.1 AUTHORITY, SYSTEM AND PROJECT OVERVIEW 1
1.1.1 Authority 1
1.1.2 Program 1
1.1.3 Project 1
1.2 PROJECT COST AND FUNDING 1
1.3 CONSTRUCTION PACKAGE 2-3 REQUEST FOR PROPOSALS 2
2.0 DEFINITIONS 2
3.0 PROCUREMENT AND PROJECT SCHEDULES 5
4.0 PROJECT STATUS 6
4.1 ENVIRONMENTAL ANALYSIS 6
4.2 GOVERNMENTAL APPROVALS 7
4.3 GEOTECHNICAL INFORMATION 7
4.4 HAZARDOUS MATERIALS 8
4.5 RIGHT-OF-WAY 8
4.6 UTILITY RELOCATION 8
4.7 RAILROADS 8
4.8 DESIGN INFORMATION 8
4.9 INSURANCE 8
5.0 FEDERAL REQUIREMENTS 9
6.0 PROCUREMENT PROCEDURES 9
6.1 GENERAL 9
6.2 DESIGNATED RFQ/PROPOSAL MANAGER 10
6.3 AUTHORITY POINT OF CONTACT 10
6.4 DISTRIBUTION OF RFP AND ADDENDA 10
6.5 REQUESTS FOR INFORMATION AND CLARIFICATIONS 11
6.5.1 Proposer Requests 11
6.5.2 Authority Responses 11
6.6 RULES OF CONTACT 11
6.7 PRE-PROPOSAL MEETINGS 14
6.7.1 Mandatory Meetings 14
6.7.2 One-on-One Meetings 14
6.7.3 Questions and Responses During One-on-One Meetings 15
6.7.4 Statements at Meetings 15
6.8 CONFIDENTIALITY AND OWNERSHIP OF PROPOSER WORK PRODUCT 15
6.9 LIABILITY, INSURANCE, AND PERFORMANCE SECURITY 16
6.10 SMALL BUSINESS PROGRAM/ON-THE-JOB TRAINING, EQUAL EMPLOYMENT OPPORTUNITY, AND NONDISCRIMINATION 16
6.10.1 Small Business Program 16

04/02/2014 - RFP No.: HSR13-57

6.10.2 Federal On-the-Job Training Participation Goal 17
6.10.3 Labor Compliance 17
6.10.4 Community Benefits Agreement 18
6.10.5 Equal Employment Opportunity and Nondiscrimination 18
6.11 PAYMENT FOR WORK PRODUCT 18
6.12 PROTEST PROCEDURES 19
6.12.1 Applicability 19
6.12.2 Required Early Communication for Certain Protests 19
6.12.3 Deadlines for Protests 19
6.12.4 Content of Protest 20
6.12.5 Filing of Protest 20
6.12.6 Comments from other Proposers 20
6.12.7 Burden of Proof 20
6.12.8 Decision on Protest 21
6.12.9 Limitation on the Authority's Liability 21
6.12.10 Rights and Obligations of Proposers 21
6.13 AUTHORITY'S RESERVED RIGHTS 21
6.14 GENERAL REQUIREMENTS 23
6.14.1 Improper Conduct 23
6.14.2 Licensing Requirements 24
6.14.3 Team Continuity and Changes to Organizational Structure 24
6.14.4 Subcontractors 25
6.15 ALTERNATIVE TECHNICAL CONCEPTS 26
6.15.1 General Submittal Guidelines 26
6.15.2 Pre-Review of ATCs 26
6.15.3 Final Review of ATCs 27
6.15.4 Contents of the ATC Submittal for Final Review 27
6.15.5 Determination by the Authority 28
6.15.6 Incorporating into Proposal 29
6.15.7 Confidentiality of ATCs 29
6.15.8 Design Variances and ATCs 30
7.0 TWO-STEP BEST VALUE SELECTION PROCESS 30
7.1 RFQ–FIRST STEP EVALUATION PROCESS 30
7.2 RFP–SECOND STEP EVALUATION PROCESS 31
8.0 PROPOSAL SUBMITTAL REQUIREMENTS 31
8.1 COMPLIANT PROPOSAL 31
8.2 FORMAT REQUIREMENTS 31
8.3 CONTENTS AND ORGANIZATION 32
8.3.1 Volume 1A – Administrative Submittals 32
8.3.2 Volume 1B – Financial Information 35
8.3.3 Volume 2 – Executive Summary and Technical Proposal 38
8.3.4 Volume 3 – Price Proposal 39
8.4 LATE SUBMITTALS 39
8.5 PROPOSAL VALIDITY PERIOD 39

04/02/2014 - RFP No.: HSR13-57

8.6 ESCROWED PROPOSAL DOCUMENTATION 39
8.7 LANGUAGE AND CURRENCY 41
9.0 EVALUATION OF PROPOSALS 41
9.1 GENERAL 41
9.2 RESPONSIVENESS REVIEW 41
9.3 PASS/FAIL REVIEW 41
9.4 FINANCIAL DATA 42
9.5 TECHNICAL PROPOSAL EVALUATION CRITERIA 42
9.5.1 Project Management (25 points) 43
9.5.2 Design and Design Oversight (30 points) 45
9.5.3 Construction and Construction Oversight (30 points) 47
9.5.4 Small Business Program and Community Benefits Agreement (15 points) 49
9.6 PRICE PROPOSAL OPENING 50
9.7 BEST VALUE SELECTION 50
9.8 ADDITIONAL REFERENCES AND FURTHER INFORMATION 50
9.9 ORAL INTERVIEWS OF PROPOSERS 50
9.10 REQUESTS FOR CLARIFICATIONS 51
9.11 PROPOSAL REVISIONS AND BAFOS 51
9.12 LIMITED NEGOTIATIONS 51
10.0 CONTRACT AWARD AND EXECUTION 52
10.1 KEY PREREQUISITES TO AWARD 52
10.2 CONTRACT AWARD RECOMMENDATION 52
10.3 CONTRACT AWARD 52
10.4 CONTRACT EXECUTION 52
10.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS 53

List of Tables

Table 1: RFP Schedule 5
Table 2: Firms Subject to Proposer Ex Parte Communications Prohibitions During Solicitation 13
Table 3: Summary of Technical Proposal Evaluation Criteria 42

Part B: Forms

Form A: Transmittal Letter
Form B: Identification of Proposer Team Members
Form C: Key Personnel Matrix
Form D: Schedule of Subcontractor(s)/Subconsultant(s)
Form E: Organizational Conflicts of Interest Disclosure Statement
Form F: Verification, Validation and Self-Certification Commitment

04/02/2014 - RFP No.: HSR13-57

Form G: Proposal Bond
Form H: Contract Price
Form I: Price Breakdown
Form J: Proposer's List of Geotechnical Borings
Form K: Proposal Agreement

Part C: Certifications

Cert. 1: Proposer Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
Cert. 3: Non-Collusion Affidavit
Cert. 4: Organizational Conflicts of Interest Affidavit
Cert. 5: Equal Employment Opportunity Certification
Cert. 6: Non-Discrimination Certification
Cert. 7: Certification Regarding Lobbying
Cert. 8: Drug Free Workplace Program Certification
Cert. 9: Buy America Certifications
Cert. 10: Iran Contracting Certification
Cert. 11: Darfur Contracting Act Certification
Cert. 12: Certification Regarding Miscellaneous State Requirements
Cert. 13: Proposer's Overall Project Small Business Goal Commitment Affidavit
Cert. 14: Escrowed Proposal Documents Certification

04/02/2014 - RFP No.: HSR13-57

Part A. Instructions to Proposers

1.0 Introduction and Purpose of Solicitation

1.1 Authority, System and Project Overview

1.1.1 Authority

The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed Rail Program in the nation. The Authority awarded a contract for design and construction of Construction Package 1, the first 30 miles of the First Construction Segment (FCS) of the California High-Speed Rail Program (Program), in June 2013. The Authority is presently seeking competitive proposals to provide design-build services (Proposals) for Construction Package 2-3 of the FCS (Project). This procurement is conducted in accordance with the Authority's contracting power described in Section 185036(a) of the California Public Utilities Code.

1.1.2 Program

The Program will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, the 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 Program 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 initial operating segment (IOS) will run through the Central Valley, and includes the FCS. Completion of the Project represents the next step toward delivery of the Program.

1.1.3 Project

The Project is located within the counties of Fresno, Tulare and Kings and the cities of Hanford, Corcoran, and Allensworth. It is bounded by East American Avenue to the north and approximately one mile north of the Tulare-Kern County line to the south.

The Project alignment will extend approximately 65 miles in length and include at-grade, and aerial structures. The Project will include six viaducts, six bridges, one undercrossing and 30 overhead structures. The Contractor will be responsible for all work required to design and construct the Project.

Refer to the Scope of Work in Book I for a more detailed description of the Project, including other major elements of the Work.

1.2 Project Cost and Funding

The estimated Project cost is between $1.5 billion and $2.0 billion. The Authority intends to finance the Project with State and federal funding, provided by the Federal Railroad

04/02/2014 - RFP No.: HSR13-57

Administration (FRA) and funding made available through the American Recovery and Reinvestment Act of 2009 (ARRA).

The Authority is subject to FRA oversight as a recipient of federal transportation grants. The Authority will submit quarterly budget and schedule reports to FRA, will coordinate with the FRA through regularly scheduled monthly meetings, and will otherwise work closely with FRA in order to meet FRA requirements.

1.3 Construction Package 2-3 Request for Proposals

This Request for Proposals (RFP) is the second phase of a two-phase best value procurement process. Proposals are only invited from, and will only be considered from, Shortlisted Offerors (Proposers) based on their Statements of Qualifications (SOQs) submitted in response to the Request for Qualifications (RFQ) issued by the Authority on October 9, 2013.

The purpose of this RFP is for the Authority to seek competitive proposals to provide design-build services for the Project. By submitting a Proposal, Proposers agree to be bound by and meet all of the requirements specified in this RFP. Failure to do so may result in rejection of the Proposal and elimination of the Proposer from the procurement.

The RFP Documents are organized as follows:

a. Instructions to Proposers

b. Book I – Contract Requirements

c. Book II – Environmental and Third Party Agreements

d. Book III – Design Criteria and Directive Drawings

e. Book IV – Supplemental Contract Requirements

f. Reference Materials

The ITP and Reference Materials are not Contract Documents and will not form a part of the Contract. The ITP provides instructions to be followed by Proposers in their response to this RFP No. HSR 13-57. The Reference Materials are included in the RFP for the purpose of providing information to Proposers that is in the Authority's possession. The Authority has not determined whether the Reference Materials are accurate, complete or pertinent, or of any value to the Proposers. The Authority makes no representation, warranty or guarantee as to the accuracy, completeness, pertinence or fitness of the Reference Materials. The Authority takes no responsibility for the Reference Materials and shall not be responsible for any conclusions drawn therefrom, except to the extent the Contract Documents expressly allow the Contractor to rely on such documents.

2.0 Definitions

The following terms used in this ITP shall have the meanings set forth below. Refer to the "Acronyms and Definitions" clause (Section 1.0) of the General Provisions for the meaning of capitalized terms and acronyms used but not defined herein.

04/02/2014 - RFP No.: HSR13-57

Alternative Technical Concept (ATC) – The meaning set forth in Section 6.15 of this ITP.

Apparent Best Value Proposer – The Proposer who submits the Proposal that receives the highest Total Proposal Score.

Contract Price – The price submitted by the Proposer in Form H, Contract Price.

Equity Member – is defined as one or all of the following:

a. If the Proposer is a corporation or other entity that is not newly formed, the Proposer;

b. If the Proposer is a joint venture, partnership, or limited liability company, any joint venture, general partner, or member thereof; or

c. If the Proposer is or will be a newly formed limited liability entity, an equity owner of the Proposer.

Financial Statements – consist of balance sheet, income statement, and statement of changes in cash flow and footnotes.

Guarantor – Any Person that is the obligor under any guaranty in favor of the Authority required under the Contract.

Key Personnel – Those individuals identified in the Proposal to fill the positions specified in the Contract and Form C, Key Personnel Matrix.

Lead Contractor – The member of the Proposer Team, whether a single entity or joint venture, that is primarily responsible for the construction of the Project.

Lead Designer – The member of the Proposer Team that is primarily responsible for the engineering and design Work.

Material Change – Any material changes in financial condition, corporate form, market capitalization, or potential liabilities that may affect an entity's ability to complete the Project for any entity for which financial statements are provided in the Proposal. Set forth below is a representative list of events intended to provide examples of what the Authority considers a material change in financial condition, corporate form, market capitalization, or potential liabilities. This list is intended to be indicative only:

a. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;

b. A change in tangible net worth of 10 percent of shareholder equity;

c. A sale, merger or acquisition exceeding 10 percent of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;

d. A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;

04/02/2014 - RFP No.: HSR13-57

e. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

f. In the current and the three most recently completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either:

   i. Incurs a net operating loss;

   ii. Sustains charges exceeding five percent of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or

   iii. Implements a restructuring/reduction in labor force exceeding 200 positions or involve the disposition of assets exceeding 10 percent of the then shareholder equity;

g. Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period;

Offeror – A Person that submitted an SOQ in response to the RFQ.

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

Project Website – The official website of the California High-Speed Rail Authority.

Proposer – The Shortlisted Offeror submitting a Proposal in response to this RFP.

Proposer Team – Collectively, the Proposer, Equity Members, Lead Designer, and Subcontractors, including their respective employees, agents, and officers.

Request for Qualifications (RFQ) – The Request for Qualifications, including all addenda thereto, issued by the Authority for the Project on October 9, 2013.

Request for Proposals (RFP) – This written solicitation, issued by the Authority in April 2014 to all Shortlisted Offerors for submission of detailed proposals to undertake the Project.

RFP Documents – These Instructions, Forms and Certifications and those documents included in Books I-IV and Reference Materials of the RFP.

Shortlisted Offerors – Offerors invited by the Authority, based on the Authority's evaluation of each Offeror's SOQ, to submit Proposals in response to this RFP.

Statement of Qualifications (SOQ) – The document submitted by an Offeror in response to the RFQ issued on October 9, 2013.

04/02/2014 - RFP No.: HSR13-57

Surety – A properly licensed surety company, insurance company, or other Person approved by the Authority, which has issued a Proposal Bond and/or will issue a Performance Bond and Payment Bond. To be considered a Surety for purposes of this ITP the surety company, insurance company, or other Person approved by the Authority shall:

a. Be registered with the California State Insurance Commissioner;

b. Appear on the current Authorized Insurance List in the State of California published by the Office of the Insurance Commissioner; and

c. Possess an A.M. Best and Company Rating Service classification of "A-XIV" or better, or as otherwise approved by the Authority in its sole discretion.

3.0 Procurement and Project Schedules

Table 1 summarizes the schedule of events in this RFP phase of the two-step procurement process (the "RFP Schedule"). The RFP Schedule is subject to modification at the sole discretion of the Authority. Proposers will be notified of any change in the RFP Schedule by an addendum to this RFP. Unless otherwise indicated, all deadlines are 3:00 p.m. Pacific Time.

Table 1: RFP Schedule

Activity	Deadline
Issue RFP	April 2, 2014
Industry Forum at 10:00 a.m. Visalia Convention Center 303 East Acequia Avenue Visalia, CA 93291	April 8, 2014
ATC Outline Deadline for Pre-Review	Within 2 Working Days Prior to First ATC Meeting
Meetings with Potential Proposers on Possible ATCs	April 16, 2014
Proposal Agreement Submittal Due Date	April 16, 2014
Deadline to Submit Agenda for One-on-One Meetings	April 28, 2014
Follow-up Meetings with Potential Proposers on ATCs	April 30, 2014
Deadline for Proposer Questions (RFI)	April 30, 2014
One-on-One Meetings with Potential Proposers	Week of May 5, 2014
ATC Submittal Deadline	May 12, 2014
Mandatory Department of Labor EEO and AA Seminar	May 16, 2014
Mandatory Authority Small Business Program Seminar	May 16, 2014

04/02/2014 - RFP No.: HSR13-57

Activity	Deadline
Mandatory Authority Sponsored Small Business Outreach Meeting	May 19, 2014
List of Geotechnical Boring Locations (Form J)	June 2, 2014
Response to ATC Submittals	June 13, 2014
Deadline to Submit Agenda for Additional One-on-One Meetings	TBD
Deadline to Submit Changes to Proposer Teams for Authority Approval	August 1, 2014
Additional One-on-One Meetings with Potential Proposers	TBD
Proposal Deadline	September 2, 2014
Deadline to Submit Escrowed Proposal Documentation (See Section 8.6)	3rd Working Day following Proposal Deadline
Anticipated Contract Award	November 2014

Proposers are required to attend the Industry Forum and are asked to pre-register in accordance with correspondence received from the Authority Point of Contact. This will help facilitate the registration process at the time of the event. Pre-registration is not mandatory and will not preclude participation if not received.

4.0 Project Status

The status of significant Project activities is detailed in the following subsections.

4.1 Environmental Analysis

The Project is included in the project scope addressed in the Fresno to Bakersfield HSR Project Draft Environmental Impact Report/Environmental Impact Statement (DEIR/EIS), which was released for public review and comment on August 12, 2011. In response to public input, the Authority and FRA prepared a Fresno to Bakersfield HSR Project Revised Draft EIS/Supplemental Draft EIS (RDEIR/SDEIS), which was released for public comment on July 20, 2012. The comment period for the RDEIR/SDEIS closed on October 20, 2012. The Authority and FRA received additional comments on the RDEIR/SDEIS during the comment period and continue to coordinate with local and regional stakeholders on an ongoing basis. The Authority and FRA intend to release the Fresno to Bakersfield Final EIR/EIS in the spring of 2014. Authority Board certification of the Final EIR/EIS and issuance of a Notice of Determination (NOD) and Record of Decision (ROD) by the Authority and FRA, respectively, is also anticipated to occur in the spring of 2014.

The Authority's issuance of this RFP does not constitute a commitment to undertake the Project or enter into a contract for all or any portion of this Project. The decision-makers continue to retain full discretion to select a no-build alternative for the Project or to select a project that is different from the alternatives identified in the RDEIR/SDEIS, in the December 19, 2013 USACE

04/02/2014 - RFP No.: HSR13-57

and USEPA's concurrence on Checkpoint C, or the CHRA Board Resolution # HSRA 13-30. Nothing contained in this RFP is intended to modify, limit, or otherwise constrain the environmental process, or commit the Authority or any other entity to undertake any action with respect to the Project.

To review the avoidance, minimization, conservation and mitigation plans, and other conditions and measures expected to be included in the Final EIR/EIS, Proposers may access the RDEIR/SDEIS at:

http://www.hsr.ca.gov/Programs/Environmental_Planning/revised_draft_fresno_bakersfield.html

Upon issuance of the NOD/ROD, the Authority will issue an addendum to this RFP incorporating the provisions of the Final EIR/EIS and including any updated mitigation measures included in the Final EIR/EIS or NOD/ROD. Authority-Provided Governmental Approvals required for the ROD as identified in Table 2 of the "Governmental Approvals" clause (Section 6.1) of the Special Provisions will be provided by addendum to the extent they become available.

4.2 Governmental Approvals

The Authority has obtained or will obtain the Authority-Provided Governmental Approvals as identified in the "Governmental Approvals" clause (Section 6.1) of the Special Provisions. The Contractor will be responsible for obtaining all other Governmental Approvals and will be responsible for obtaining any other Supplemental or Amended Governmental Approvals required by any Variation, including amendments or supplements to Authority-Provided Governmental Approvals.

After the Final Environmental Documents have been approved by the decision-makers, additional conditions or mitigation measures may be required by law as a result of the issuance or amendment of Governmental Approvals. It is also possible that Supplemental or Amended Governmental Approvals may be required by Law for the Project, which may impose additional conditions or required mitigation, avoidance and minimization measures not previously identified. The selected Contractor will be required to comply with and implement all Governmental Approvals and Supplemental or Amended Governmental Approvals.

4.3 Geotechnical Information

A Geotechnical Baseline Report for Bid (GBR-B) is being prepared for Fresno County and Tulare County and will include existing available geotechnical data and limited geotechnical investigations.

A Ground Assumptions for Procurement (GAP) is a commercial document being prepared for Kings County. It will include assumed geotechnical parameters for design at specific locations in Kings County. These parameters will establish the geotechnical baseline for Kings County, and do not represent, in any way, actual ground conditions.

The Authority will issue an addendum to this RFP providing this information when it becomes available.

04/02/2014 - RFP No.: HSR13-57

4.4 Hazardous Materials

Preliminary hazardous materials/waste information is available in the environmental documents on the Authority's website:

http://www.hsr.ca.gov/Programs/Environmental_Planning/revised_draft_fresno_bakersfield.html

4.5 Right-of-Way

The Authority intends to provide the Contractor with sufficient ROW to contain the limits of construction in support of the alignment and scope of work for this solicitation, as developed in the Preliminary Engineering Documents. Unless otherwise stated in the Contract, the Work must be designed and constructed within the ROW limits indicated in these drawings.

The Authority cannot commence parcel acquisition for the Fresno to Bakersfield project scope until the NOD/ROD is obtained, but is currently undertaking preliminary activities to expedite the acquisition process. Details regarding ROW access and ROW footprint are included in the ROW Acquisition Plan.

Proposers must submit information regarding ROW parcels to be acquired and possession dates necessary to accommodate the Proposer's anticipated construction schedule in Form J by the date indicated in Table 1.

4.6 Utility Relocation

The Authority has commenced discussions with Utility Owners regarding Cooperative Agreements for the Project. Executed Cooperative Agreements are located in Book II. Draft Cooperative Agreements for those entities with who the Authority is currently in negotiation will be issued in an addendum to this RFP. Existing Composite Utility Plans will also be issued in an addendum to this RFP, when the information becomes available.

4.7 Railroads

The Authority is coordinating with railroads that may be impacted by the Project.

4.8 Design Information

The Basis of Design Policy provides a definition of the major components and performance objectives of the Program.

The Design Criteria and Directive Drawings are included in Book III. The CADD Manual and Plans Preparation Manual are included in Book IV.

The Standard Drawings and Standard Specifications are located in the Reference Materials.

4.9 Insurance

The Authority may procure General and Excess Liability insurance with coverage and limits sufficient to meet the requirements in the "Insurance" clause (Section 7.0) of the Special

04/02/2014 - RFP No.: HSR13-57

Provisions. If the Authority procures such insurance, the Contractor would not be required to procure such insurance and should not include the cost thereof in its Price Proposal

5.0 Federal Requirements

Since this Project will receive federal funding, including ARRA funds, the RFP and any design-build contract awarded by the Authority shall be subject to the requirements of applicable federal law, federal regulations and conditions in the Grant/Cooperative Agreements. The Authority reserves the right to modify the RFP, including the Contract Documents, to address any concerns, conditions or requirements of the funding agencies, including FRA. The full Grant/Cooperative Agreements, including additional requirements are available for review on the Authority's website at:

http://www.hsr.ca.gov/About/Funding_Finance/funding_agreements.html

Proposers are also advised that Buy America requirements will apply to the Project, as set forth in 49 U.S.C. § 24405(a). Proposers will be required to sign and submit Cert. 9, Buy America Certifications, as provided in Part B of this ITP. FRA's High Speed Intercity Passenger Rail Project is intended, in part, to bolster American passenger rail expertise and resources, and the Buy America requirements reinforce this goal and aid in encouraging a domestic market in the rail sector. For this reason, Proposers should not assume that any waivers will be granted.

6.0 Procurement Procedures

6.1 General

The Authority will accept Proposals for the Project only from the Proposers. The Authority will not review or consider alternative proposals. The Proposer shall submit all requested information specified in this ITP. Proposals must set forth full, accurate, and complete information as required by this ITP.

The Authority will award the Contract (if at all) to the responsive and responsible Proposer whose Proposal meets the high standards set by the Authority and which is determined by the Authority, through evaluation based upon the criteria set forth in this ITP, to provide the best value to the Authority and to be in the best interest of the State of California.

The verbiage used in each Proposal will be interpreted and evaluated based on the level of commitment provided by Proposer. Tentative commitments will be given no consideration. For example, phrases such as "we may" or "we are considering" will be given no consideration in the evaluation process since they do not indicate a firm commitment.

All correspondence regarding the RFP, ATCs and Proposal are to be in the English language. If any original documents required for the Proposal are in any other language, Proposer shall provide a certified English translation, which shall take precedence in the event of conflict with the original language.

6.2 Designated RFQ/Proposal Manager

Each Proposer has designated one individual as its RFQ/Proposal Manager who is responsible for all communications during the RFQ and RFP process. The Proposer's RFQ/Proposal Manager and the Authority Point of Contact shall be the single points of contact for questions, inquiries, clarifications, and correspondence during the RFP process. Any substitution of the Proposer's RFQ/Proposal Manager for the RFP process shall be made in writing and is subject to approval by the Authority Point of Contact. If at any time during the procurement process the Proposer should need to substitute another person as its RFQ/Proposal Manager, Proposer will immediately notify the Authority of the substitution in writing as provided in this document.

6.3 Authority Point of Contact

California High-Speed Rail Authority
Program Management
Attention: Rebecca Harnagel, P.E.
770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) 324-1541
Email: CP23@hsr.ca.gov

6.4 Distribution of RFP and Addenda

The RFP and any subsequent addenda will be made available to Proposers via the Project Website:

http://www.hsr.ca.gov/Programs/Construction/Design_Build_Construction_Pkg_2_3/index.html

Additionally, Proposers will receive the RFP and all addenda on DVD. The DVDs shall be for reference only and do not constitute the official RFP documents, which will be made available as described above.

The Authority reserves the right to revise this RFP at any time before the Proposal Deadline. Such revisions, if any, will be announced by addenda to this RFP. The Authority will post all addenda on the Project Website and will send an email notification as soon as each addendum is issued. Notwithstanding anything herein to the contrary, the addenda documents provided on DVDs and the change logs are provided for reference only and shall not become part of the Contract.

Proposers shall be solely responsible for monitoring the Project Website and for examining, with appropriate care and diligence, the RFP, any addenda issued, and material posted on the Project Website. Any failure of Proposer to so examine and inform itself shall be at Proposer's sole risk, and no relief for error or omission will be provided by the Authority.

04/02/2014 - RFP No.: HSR13-57

6.5 Requests for Information and Clarifications

6.5.1 Proposer Requests

Except as otherwise provided by the Authority, questions and requests for clarification regarding this RFP must be submitted via the Authority's web interface, SharePoint:

https://chsra.pbid.com/pmt/Procurement/RFIs/SitePages/BiddersPage.aspx

Each Proposer will receive correspondence from the following email address with a username/password and instructions for logging into SharePoint when the RFP is released:

chsra@support.pbid.com

Any technical questions regarding logging in or using SharePoint during the RFI process should be directed to the above email address and not the Authority Point of Contact. For each request, all fields of the electronic form must be completed, including identification of the document (e.g., Book II, Part B, etc.) and, as applicable, the identification of the relevant section and page number (e.g., Section 1.2, page 2). All questions and requests must be received no later than the date and time specified in Table 1 of Section 3.0. Questions and requests for clarification regarding this RFP shall not identify the Proposer's identity in the body of the question or contain proprietary or confidential information.

Proposers will be limited to 50 comments/questions per the released RFP, and per each addendum released modifying the RFP. The number of comments/questions is not cumulative. In other words, if Proposer asks only 25 questions following the initial release, it will not be allowed to ask 75 questions following the release of an addendum.

Only one question or request per electronic form is allowed. If a question has more than one subpart, each subpart will be considered a separate question. Corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP documents will be excluded from the question limitation.

6.5.2 Authority Responses

The Authority will use the following guidelines when responding to questions and requests for clarification:

a. Questions and requests for clarification from all Proposers will be reviewed by the Authority's procurement team.

b. The Authority will send an email notification as soon as each response to questions and requests for clarification is available.

6.6 Rules of Contact

The rules of contact for this procurement are designed to promote a fair, unbiased and legally defensible procurement process. "Contact" includes any face-to-face, telephone, email or other written communication.

04/02/2014 - RFP No.: HSR13-57

These rules of contact shall apply for the duration of the Project's procurement process, which began on the date the Authority issued the RFQ and ends when the Contract is awarded and the protest period has lapsed.

Proposer, Equity Members, and other members of a Proposer Team may not communicate with another Proposer or members of any other Proposer Team about the Project, the RFP or the Proposals. However, a Proposer, Equity Members, and other members of a Proposer Team may communicate with a Subcontractor that is on more than one Proposer Team if the two Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the two Proposers.

Contact between any Proposer or other member of a Proposer Team and the Authority shall only be made through the Authority Point of Contact identified herein and the Proposer's RFQ/Proposal Manager, except for communications expressly permitted by this RFP.

The Authority will not be bound by any oral exchange, nor will the Authority be bound by any other information exchange that occurs outside of the official Project-related communications specified herein.

Except for communications expressly permitted by this RFP, no employee, member, or agent of any Proposer Team shall directly or indirectly contact any officer, administrator, employee, member, consultant or other agent of the Authority, California State Transportation Agency (CalSTA), California Department of Transportation (Caltrans), California Department of General Services (DGS), FRA or any of the firms identified in Table 2 of this ITP as being subject to Proposer ex parte communications regarding the Project, the RFP, the Proposals or any other aspect of this procurement. Proposers shall not contact any person serving on an advisory or selection committee regarding the RFP, Proposals or Project.

The Authority may call special meetings (group meetings or one-on-one meetings) with Proposers as it deems necessary. The Authority may establish separate protocols for special meetings which will allow Proposers to communicate with Authority staff or consultants other than the Authority Point of Contact during one-on-one meetings and with other Proposers during any group meetings.

Unless otherwise provided for, all official Project-related communications will be either disseminated by the Authority Point of Contact in writing or posted on the Authority's Project Website.

The Authority may disqualify any Proposer or any member of a Proposer Team that engages in any contact that the Authority in its sole discretion determines is not in compliance with this Section 6.6.

To the extent any Proposer intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof must be approved in writing by the Authority prior to the commencement of such activities.

04/02/2014 - RFP No.: HSR13-57

Contact by Proposers with third party stakeholders during the RFP process is subject to the following parameters:

a. Contact by Proposers with third parties such as municipalities or other agencies is allowed for the purposes of obtaining information on permit fees, permitting processes and schedules, or related or similar standard information.

b. Contact with utilities is allowed for the purpose of obtaining cost and schedule information.

The Authority does not warrant the accuracy of any information obtained from third parties and cautions the Proposers that reliance on any information received from third parties is at Proposer's risk.

Table 2: Firms Subject to Proposer Ex Parte Communications Prohibitions during Solicitation

Firms on PMT	
- All Transit Consultants LLC	- Nayak Corp.
- Alta Vista Solutions	- Oliveira Advisory Services
- Balfour Beatty	- Padilla and Associates, Inc.
- Berkley, Seismology	- Paragon Partners
- Bickmore	- Parsons Brinckerhoff, Inc.
- Cambridge Systematics	- Parsons Brinckerhoff International
- Cordoba Corporation	- Roy Kienitz
- Dan Hoyt	- SC Solutions, Inc.
- Fukuji Planning and Design	- Spectrum Consultant Leslie Rifkin
- GB Place Making	- Stephen J .Thoman Consulting, Inc.
- Geotechnical Engineering	- Sustain Environmental
- Gibson & Skordal, LLC	- The Next Generation
- Gilbert Mallery	- Turner Engineering Corporation (TENCO)
- International Union of Railways	- UCLA
- John Diener	- Urban Ecos
- LKG-CMC	- Zoon Engineering
- Loop Initiatives	
Firms on Fresno to Bakersfield RC	
- Anchor Engineering	- JRP Historical Consulting, LLC
- Applied EarthWorks Inc.	- Mara Feeney & Associates
- ARUP	- PaleoResources Consultants
- ATS Consulting	- Roberts Environmental and Conservation Planning LLC
- Bender Rosenthal, Inc.	- STV Incorporated
- California State University, Stanislaus	- Technicon Engineering Services, Inc.
- F&F GeoResource Associates, Inc.	- URS
- Gene Tackett Consulting	- Villines Group
- Gregg Drilling & Testing, Inc.	- VRPA Technologies, Inc.
- Hatch Mott McDonald	- William Kanemoto & Associates
- Inspection Services, Inc.	

04/02/2014 - RFP No.: HSR13-57

Table 2: Firms Subject to Proposer Ex Parte Communications Prohibitions during Solicitation, Continued

Additional Authority Consultants and Individuals
- Akin Gump Strauss Hauer & Feld, LLP
- David Ory, Metropolitan Transportation Commission
- Ellison, Schneider & Harris LLP
- Eric Miller, University of Toronto
- Frank S. Koppelman, Northwestern University
- Kay W. Axhausen, Dr. Ing., Institute of Transport Planning and Systems, ETH Zurich
- Kenneth A. Small, University of California Irvine
- KMPG LLP
- Nossaman LLP
- O'Melveny & Myers LLP
- Remy Moose Manley, LLP

6.7 Pre-Proposal Meetings

6.7.1 Mandatory Meetings

Mandatory meetings are listed as follows and will occur as indicated in Table 1:

a. U.S. Department of Labor Equal Employment Opportunity and Affirmative Action Seminar

b. Authority Small Business Program Seminar

c. Authority Sponsored Small Business Outreach Meeting

d. Other meetings as necessary

The Authority shall notify all Proposers in writing of specific dates for the aforementioned meetings. Failure to attend a mandatory meeting may result in disqualification of the Proposer.

6.7.2 One-on-One Meetings

The Authority shall conduct one-on-one meetings with each Proposer on dates designated by the Authority in writing to the Proposers, to discuss issues and clarifications regarding the RFP and Proposer's ATCs. The Authority reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent that the Authority determines, in its sole discretion, such disclosure would impair the confidentiality of an ATC or would reveal a Proposer's confidential business strategies. Participation by the Proposers at such meetings shall be mandatory. The meetings are intended to provide Proposers with a better understanding of the RFP.

The one-on-one meetings are subject to the following:

a. The Authority will not discuss with any Proposer any Proposal or ATC other than its own.

b. Proposers shall not seek to obtain commitments from the Authority in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.

04/02/2014 - RFP No.: HSR13-57

c. No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.

d. Persons attending the one-on-one meetings will be required to sign an acknowledgment of the foregoing rules and to identify all participants from Proposer.

6.7.3 Questions and Responses During One-on-One Meetings

During one-on-one meetings, Proposers may ask questions and the Authority may provide responses. However, any responses provided by the Authority during one-on-one meetings may not be relied upon unless questions were submitted in writing and the Authority has provided written responses in accordance with Section 6.5. The questions and the Authority's responses will be provided in writing to all Proposers, except to the extent such questions are deemed by the Authority to contain confidential or proprietary information relating to a particular Proposer's Proposal or ATCs.

6.7.4 Statements at Meetings

Nothing stated at any pre-proposal meeting or included in a written record or summary of a meeting will modify the ITP or any other part of the RFP unless it is incorporated in an Addendum issued pursuant to Section 6.4.

6.8 Confidentiality and Ownership of Proposer Work Product

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. Except as otherwise specifically provided herein, with respect to Escrowed Proposal Documents and Price Proposals, none of the aforementioned materials will be returned to the Proposers. Any materials that are delivered to FRA are subject to the Freedom of Information Act (FOIA) or other federal open records laws. Proposers should familiarize themselves with the Open Government Laws, including the Public Records Act and FOIA. In no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers or employees be liable to 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.

If a Proposer has special concerns about information that it desires to make available to the Authority, but which it believes constitutes a trade secret, proprietary information, or other information excluded from disclosure, such Proposer should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its filed response to this RFP. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Authority be responsible or liable

04/02/2014 - RFP No.: HSR13-57

to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake or negligence on the part of the Authority or its officers, employees, contractors or consultants.

The Authority will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, FOIA, U.S. Department of Transportation (USDOT) FOIA regulations (49 C.F.R. § 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or FOIA or as to the definition of trade secret. The Proposer shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each Proposer is advised to contact its own legal counsel concerning the Public Records Act, FOIA and other applicable laws, and their application to the Proposer's own circumstances.

In the event of litigation concerning the disclosure of any material submitted by the Proposer, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court; and the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The Proposer shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

6.9 Liability, Insurance, and Performance Security

The Contract will require the Contractor to assume liabilities, to provide performance and payment bonds and insurance coverage, and to indemnify and defend the Authority against third-party claims as specified in the Contract. The Authority will have the benefit of tort liability limitations to the extent provided by State law. Neither the State nor the Authority intends to waive their respective sovereign immunity protections under State law. Specific provisions concerning performance and payment bonds, guarantees, insurance and indemnity can be found in the "Bonding and Guaranty" clause (Section 12) and the "Indemnity" clause (Section 28) of the General Provisions and the "Insurance" clause (Section 7.0) of the Special Provisions.

6.10 Small Business Program/On-the-Job Training, Equal Employment Opportunity, and Nondiscrimination

6.10.1 Small Business Program

Pursuant to the Authority's Small Business Policy established in accordance with the Title VI of the Civil Rights Act of 1964 and related statutes, Executive Order S-02-06 and Best Practices of Title VI "Participation by Disadvantaged Business Enterprises in the Department of Transportation Assistance Programs," Small Businesses, including Disadvantaged Business Enterprises (DBEs), Disabled Veterans Business Enterprises (DVBEs) and Microbusinesses (MBs) (collectively, "Small Businesses" or "SBs") are to be provided fair and equitable access and the maximum practicable opportunities to participate in all phases of the Authority's contracting process.

04/02/2014 - RFP No.: HSR13-57

The Authority is committed to implementing a Small and Disadvantaged Business Enterprise Program consistent with the objectives set forth under Title VI, and Executive Order S-02-06.

For this Project, the Authority has established an overall project Small Business utilization goal of 30 percent as specified in the Authority's Small and Disadvantaged Business Enterprise Program.

The Proposal shall include the Proposer's Overall Project Small Business Goal Commitment Affidavit (Cert. 13), confirming the Proposer's commitment to aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business goal of 30 percent. The Proposer is advised to review the Authority's Small and Disadvantaged Business Enterprise Program for further guidance.

The Contractor shall establish and implement a Small Business Performance Plan to address how the Contractor will meet the overall 30 percent SB goal through the duration of the Contract. Contractor's SB Performance Plan shall be subject to concurrence by the Authority. Commitments in the Proposal related to the proposed SB outreach program will become part of Contractor's SB Performance Plan.

More detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program is located in General Provisions, Section 47 (Book I, Part B.2).

6.10.2 Federal On-the-Job Training Participation Goal

This Project is subject to Federal On-the-Job (OJT) Training Participation provisions as set forth in 41 C.F.R. Part 60 §§ 1 through 999 and Exec. Order No. 11246. The selected Contractor shall be prepared to submit its OJT Plan to the U.S. Department of Labor – Office of Federal Contract Compliance Programs – San Jose office for approval, within 60 days of NTP, as otherwise noted in the Special Provisions.

6.10.3 Labor Compliance

The Proposers are advised that the Contractor must comply with all applicable California Labor Code sections, together with all applicable regulations, and the applicable Department of Fair Employment and Housing regulations, applicable Proposer Nondiscrimination and Compliance regulations.

This Project is also subject to U.S. Department of Labor, Contract Compliance Provisions as set forth in 41 C.F.R. Part 60 and Exec. Order No. 11246, unless otherwise noted. The selected Contractor shall comply with the Contract Compliance provisions set forth in the Technical Assistance Guide for Federal Construction Contractors and for a Mega Project.

The Contractor must also comply with all other applicable federal labor requirements, including those set forth in the "Federal Requirements" clause (Section 46) of the General Provisions. Copies of the prevailing rate of per diem wages are on file at the Authority's offices, and they will be made available to any interested party on request.

6.10.4 Community Benefits Agreement

The Authority has entered into a Community Benefits Agreement (CBA) and established a National Targeted Hiring Initiative Plan applicable to this Project and consistent with the Community Benefits Policy adopted by the Authority's Board at its December 6, 2012 meeting. The Contractor will be required to comply with the Authority's Community Benefits Policy (Resolution #HSRA 12-30 and POLI-SB-05) and CBA including the specified National Targeted Hiring Initiative. The CBA is available for review on the Authority's website at:

http://www.hsr.ca.gov/Programs/Construction/community_benefits_agreement.html

6.10.5 Equal Employment Opportunity and Nondiscrimination

The Proposer will be required to follow State and Federal Equal Employment Opportunity and Nondiscrimination laws and regulations.

The Proposer shall not discriminate against any employee or applicant for employment, or harass or allow harassment of any employee because of race, religion, color, ethnicity, gender, disability, sex, age or national origin. The Proposer shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, ethnicity, gender, disability, sex, age or national origin. Such actions shall include, but are not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Proposer is also advised that the Contractor must comply with Section 1735 of the California Labor Code, which reads as follows:

> A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

Nondiscrimination requirements are included in the "Federal Requirements" clause (Section 46) of the General Provisions.

6.11 Payment for Work Product

The Authority will make a payment for proven costs of work product, up to $2.0 million, to each Proposer who delivers an executed Proposal Agreement in the form provided as Form K and either of the following occurs:

a. Proposer submits a responsive Proposal by the Proposal Deadline set forth in Table 1; or

b. The Authority cancels this procurement.

04/02/2014 - RFP No.: HSR13-57

Any such payment shall be subject to the terms and conditions contained in the Proposal Agreement. This offer of payment entitles the Authority to use work product and ideas contained in any unsuccessful Proposal. The Authority acknowledges that the use of any of the work product by the Authority or the successful Proposer is at the sole risk and discretion of the Authority and the successful Proposer, and shall in no way be deemed to confer liability on the unsuccessful Proposer. All parties acknowledge that the due date for payment for work product will occur after the execution date of the Contract or cancelation of this procurement.

Proposers are requested to submit a signed Proposal Agreement (Form K) by the Proposal Agreement Due Date set forth in Table 1.

6.12 Protest Procedures

6.12.1 Applicability

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

a. Allegations that the terms of the RFP are:
   i. Ambiguous;
   ii. Contrary to legal requirements applicable to the procurement; or
   iii. Exceed the Authority's authority.
b. A determination as to whether a Proposal is responsive to the requirements of the RFP or the Proposal does not meet all pass/fail requirements.
c. Allegations of improprieties in the procurement or the procurement process which can only be apparent after submission of Proposals or the Authority's contract award recommendation.

6.12.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 6.12.1(a) may be filed only after the Proposer has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 6.12. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via email to the Authority's Designated Point of Contact provided in Section 6.3. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFP documents by issuing addenda.

6.12.3 Deadlines for Protests

Protests concerning the issues described in Section 6.12.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 days prior to the Proposal Deadline. If the protest relates to an addendum to the RFP, the protest must be filed no later than five business days after the addendum is issued. The failure of a Proposer to file a protest concerning the issues

04/02/2014 - RFP No.: HSR13-57

described in Section 6.12.1(a) within the applicable period shall preclude consideration of those issues in any protest concerning these issues described in Section 6.12.1(a) and (b).

Protests concerning the issues described in Section 6.12.1(b) must be filed no later than five business days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 6.12.1(c) must be filed no later than five business days after the earliest of the notification of the shortlist and the public announcement of the shortlisting determination.

6.12.4 Content of Protest

Protests shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury. Additionally, all protests shall also contain the name, address, and fax and telephone numbers for the protestor; the RFP number; a request for a ruling by the Authority; all information establishing that the protestor is an interested party for the purposes of filing a protest; and all information establishing the timeliness of the protest.

6.12.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy to the Authority's Designated Point of Contact identified in Section 6.3, as soon as the basis for the protest is known to the Proposer. Except for protests concerning the issues described under Section 6.12.1(a), the Proposer filing the protest shall concurrently file a copy of the protest with the other Proposers (whose addresses may be obtained from the Authority's website). The Protest Official for this RFP is:

Mark McLoughlin
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

Notwithstanding the existence of a protest, the Authority may continue the procurement process or any portion thereof.

6.12.6 Comments from other Proposers

Other Proposers may file statements in support of or in opposition to the protest within seven days of the filing of the protest. The Authority shall promptly forward copies of all such statements to the protestor. Any factual determinations shall be sworn and submitted under penalty of perjury.

6.12.7 Burden of Proof

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

04/02/2014 - RFP No.: HSR13-57

6.12.8 Decision on Protest

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

6.12.9 Limitation on the Authority's Liability

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

6.12.10 Rights and Obligations of Proposers

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest provided in this Section 6.12, and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section 6.12, it shall indemnify and hold the Authority and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

6.13 Authority's Reserved Rights

The Authority reserves to itself all rights available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

a. Modify, withdraw or cancel this RFP in whole or in part at any time prior to the execution of the Contract by the Authority, without incurring any costs obligations or liabilities.

b. Issue a new RFQ or RFP after withdrawal of this RFP.

c. Accept or reject any and all submittals, responses, and Proposals received at any time.

d. Modify dates set or projected in this RFP.

e. Terminate evaluations of Proposals received at any time.

f. Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal, and require additional evidence of qualifications to perform the work described in this RFP.

g. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.

h. Waive any weaknesses, informalities, irregularities or omissions in a Proposal, permit corrections, and seek and receive clarifications to a Proposal.

i. Accept other than the lowest Price Proposal.

04/02/2014 - RFP No.: HSR13-57

j. Issue addenda, supplements, and modifications to this RFP.

k. Disqualify any Proposer that changes its Proposal without Authority approval.

l. Modify the RFP Process (with appropriate notice to Proposers).

m. Establish a competitive range, hold discussions and/or request BAFOs.

n. Approve or disapprove changes to the Proposer Teams.

o. Revise and modify, at any time before the Proposal Deadline, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the Authority shall circulate an addendum to all Proposers setting forth the changes to the evaluation criteria or methodology. The Authority may extend the Proposal Deadline if such changes are deemed by Authority, in its sole discretion, to be material and substantive.

p. Hold meetings, conduct discussions and communicate with one or more of the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals.

q. Add or delete Work.

r. Negotiate with one or more Proposers concerning its Proposal and/or the Contract.

s. Suspend and/or terminate negotiations at any time, elect not to commence negotiations with any responding Proposer and engage in negotiations with other than the highest ranked Proposer.

t. Hold the Proposals and Proposal Bonds under consideration for a maximum of 360 days after the Proposal Deadline or deadline to submit BAFOs until Contract execution unless there is mutual agreement to extend the 360 day duration.

u. Retain ownership of all materials submitted in hard-copy and/or electronic format.

v. Exercise any other right reserved or afforded to the Authority under this RFP.

w. Proposals received become the property of the State of California, California High-Speed Rail Authority.

This RFP does not commit the Authority to enter into a contract or proceed with the procurement described herein. The Authority assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties responding to this RFP. All such costs shall be borne solely by the Proposer. In no event shall the Authority be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a contract, in form and substance satisfactory to the Authority, has been authorized and executed by the Authority and, then, only to the extent set forth herein. The Authority makes no representation that the contract will be awarded based on the requirements of this RFP. Proposers are advised that the Authority may modify the procurement documents at any time.

6.14 General Requirements

The following section describes requirements that all Proposers must satisfy in submitting Proposals. Failure of any Proposer to meet these requirements may result in rejection of its Proposal.

6.14.1 Improper Conduct

6.14.1.1 Prohibited Activities

If the Proposer, or anyone representing the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe or loan of any sort to the Authority, including its agents or anyone representing the Authority at any time during this procurement process, the Authority shall immediately disqualify the Proposer, the Proposer shall forfeit its Proposal Bond, the Proposer shall not be entitled to any payment otherwise available under Section 6.11, and the Authority may sue the Proposer for damages.

6.14.1.2 Non-Collusion

Neither the Proposer nor any Equity Member or Lead Designer shall undertake any of the prohibited activities identified in the Non-Collusion Affidavit.

6.14.1.3 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 High-Speed Rail Authority Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority's website at:

http://www.hsr.ca.gov/About/Doing_Business_with_HSR/organizational_conflict_interest_policy.html

Proposers are advised to carefully review the Policy, and to have their team members review the Policy, since it includes provisions that preclude certain firms from participation in this procurement; and affect the ability of the Contractor, its Subcontractors, and their Affiliates (as defined in the Policy) to enter into business relationships with Authority consultants.

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

The Authority will only award a Contract to a 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:

a. Disqualify the Proposer; or

b. 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.

04/02/2014 - RFP No.: HSR13-57

Each member of the Proposer Team shall submit a separate Organizational Conflicts of Interest Affidavit) certifying that the Proposer Team member is aware of the Authority's Conflict of Interest Policy and the Proposer Team member's commitment to comply with said policy. Each Proposer shall fully disclose organizational conflicts of interest in its Proposal, using Organizational Conflicts of Interest Disclosure Statement as provided in Part B of this ITP. The refusal to provide the required disclosure or any additional required information 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.

6.14.2 Licensing Requirements

The Contractor and Lead Designer shall be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of the award.

In accordance with Public Contract Code Section 3300, the Authority has determined that the Contractor shall possess a valid Class A (General) License and other specialty licenses applicable to the Project at the time of execution.

Although a California Contractor's License is not required as a condition to acceptance of the Proposal by the Authority, the Proposal must include information regarding California contractor's licenses held by the Contractor and its Equity Members, and regarding California professional licenses held by the Lead Designer's Key Personnel.

6.14.3 Team Continuity and Changes to Organizational Structure

Proposers are advised that, in order for a Proposal to be considered responsive, unless otherwise approved in writing by Authority, Key Personnel, Equity Members, and Guarantors identified in the SOQ may not at any time be removed, replaced or augmented.

If there are any additions, deletions or other changes to a Proposer's team from those shown in the SOQ, the Proposer shall obtain written approval of the change from Authority prior to submitting its Proposal. Requests for removals, replacements and additions must be submitted in writing to the Authority Point of Contact identified in Section 6.3 by the deadline specified in Table 1 of Section 3.0. To be considered for approval, the Proposer must submit a written request documenting how the proposed removal, replacement, or addition will be equally or better qualified than the Key Personnel, Equity Member or Guarantor provided by the Proposer when it submitted its SOQ. Requests shall include supporting documentation, including legal and financial data as well as any other information necessary for qualitative evaluation, and consistent with the type of information that Proposers were required to submit in response to the RFQ.

04/02/2014 - RFP No.: HSR13-57

If approved by the Authority, the Proposer shall submit a copy of the Authority's approval letter with its Proposal; provided, however, that the Authority is under no obligation to approve such requests and may do so within its sole discretion.

6.14.4 Subcontractors

6.14.4.1 Non-Exclusiveness of Subcontractors

Subcontractors are not precluded from being on more than one Proposer's team, except that the Contractor, all Equity Members, the Lead Contractor and the Lead Designer shall only participate on one Proposer's team.

There is no prohibition on Subcontractors being exclusive to one Proposer, however, exclusivity is discouraged for SB/DBE/DVBE/MB Subcontractors.

6.14.4.2 Listing of Subcontractors

The Subletting and Subcontracting Fair Practices Act, Sections 4100 et seq. of the California Public Contract Code (the "Subcontracting Act") requires persons bidding on public works contracts to identify certain Subcontractors as part of their Proposals. Section 4109 of the Subcontracting Act permits a contractor to enter into subcontracts at a later date even though no subcontractor was designated in its Proposal, in the event of public necessity. Proposers are encouraged to review the provisions of the Subcontracting Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions as such provisions will apply to this RFP, the Work and the Contract.

The Authority recognizes that, due to the nature of a design-build contract, certain Subcontractors can only be selected by the Contractor after a certain amount of the design work is completed. As a result, the Authority's Board has adopted a resolution determining that public necessity requires proposers for each design-build contract (including the Contract) be allowed to postpone identification of subcontractors, including SB/DBE/DVBE/MB subcontractors, who would otherwise be required to be identified under the Subcontracting Act at the time of bid submission, subject to the prime contractor's compliance with the procedure set forth in the referenced Board resolution and summarized below.

In accordance with the Authority's Subcontractor Listing Policy for Design Build Projects, Subcontractors not identified in the Proposals and whose respective Subcontract values are estimated to exceed one-half of one percent (0.5%) of the difference between (a) the Total Contract Price and (b) the amount bid for design services shall be selected through a fair and open competitive selection process. Such procedure shall be subject to the review and approval of the Authority, include times for each step of the process and shall provide that award of any Subcontract will go to the lowest responsive bid by a responsible Proposer approved by the Authority (such approval shall not be unreasonably withheld). The Contractor shall promptly notify the Authority in writing of the identity of each selected Subcontractor.

04/02/2014 - RFP No.: HSR13-57

6.15 Alternative Technical Concepts

An Alternative Technical Concept (ATC) is defined as any concept submitted by the Contractor and accepted by the Authority, which differs from the requirements of the Contract Documents provided in the RFP and results in performance and quality of the end product that is equal to or better in performance and quality than the end product absent any deviation as determined by the Authority in its sole discretion and is not merely the result of reduced quantities, performance or reliability.

This Section sets forth a process for early review of ATCs. This process is intended to allow Proposers to incorporate innovation and creativity into their Proposals, in turn allowing the Authority to do the following:

a. Consider the Proposer's ATCs that it has committed to in its Proposal in making the selection decision;

b. Avoid delays and potential conflicts in the design associated with deferring reviews of ATCs to the post-award period, and, ultimately;

c. Obtain the best value for the public.

If a Proposer is unsure whether a concept is consistent with the requirements of the RFP or if that concept would be considered an ATC by the Authority, the Authority recommends that the Proposer submit such concept for review as an ATC. A concept would not be eligible for consideration as an ATC, if it is premised upon or would require an increase in the amount of time required for Substantial Completion of the Project.

If a Proposer wishes to begin discussions, announcement or disclosure to third parties concerning any ATC, it must first notify the Authority in writing of its intent, including details as to the date and participants.

Any ATC that has been approved by the Authority may be included in the Proposal, subject to the conditions set forth herein.

6.15.1 General Submittal Guidelines

All ATCs shall be submitted in a sealed envelope marked with the name and address of the Proposer to the Authority Point of Contact with a cover letter clearly identifying the submittal as a request for review of an ATC under this procurement. If the Proposer does not clearly designate its submittal as an ATC, the submission will not be treated as an ATC by the Authority.

6.15.2 Pre-Review of ATCs

If Proposer intends to submit an ATC for review, it must first submit a two-page outline of the ATC to the Authority for pre-review. The Proposer may submit ATCs for pre-review to the Authority until the deadline identified in Table 1, of Section 3.0. The submittal shall include a two-page summary of the proposed ATC containing sufficient information to describe the scope, the objective of the ATC including a preliminary justification for use of the ATC, cost schedule

04/02/2014 - RFP No.: HSR13-57

impacts or benefits, other impacts and its relationship to the technical requirements of the RFP. The submittal shall also include a comparison to the Environmental Footprint.

The pre-review of an ATC is to allow the Authority an initial review of each ATC submittal to determine whether it would like to see further development of the ATC and to reduce the time spent by Proposers for any ATC that is deemed unacceptable by the Authority.

6.15.3 Final Review of ATCs

Where Authority has determined further development of an ATC is warranted, the Proposer may submit ATC for final review to the Authority until the deadline identified in Table 1 of Section 3.0. ATCs shall be submitted in accordance with the General Submittal Guidelines described in Section 6.15.1 and labeled "Final ATC Submittals." The Authority will review each ATC submitted. If the Authority needs more information to determine whether or not the ATC will be approved or not approved, the Authority will submit written questions to the Proposer and/or request a one-on-one meeting in order to better understand the details of the ATC.

If an ATC is not approved, and the Proposer feels that the non-approval were due to an incorrect conclusion on the part of the Authority, Proposer may request the basis for non-approval and may re-submit the ATC with supplemental justification for one additional review. If a re-submittal is made, it shall be accompanied by a cover letter that clearly identifies such submission as an ATC submitted for an additional review and summarizes the clarifications to assist the Authority in its re-evaluation of the ATC.

6.15.4 Contents of the ATC Submittal for Final Review

Each ATC submittal shall include six copies and one electronic copy in PDF format. The submittal shall include the information described in herein.

Description – A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information including, if appropriate, product details (e.g., specifications, construction tolerances, special provisions, etc.).

Usage – Where and how the ATC would be used on the Project.

Environmental Compliance – Information necessary to make a determination that the ATC is consistent with the Final Environmental Documents and Governmental Approvals or whether it constitutes a Variation that would be subject to the Environmental Re-Examination Processes. If an ATC constitutes a Variation as defined in the General Provisions, the Environmental Re-Examination Processes must be completed prior to approval.

Schedule Revisions – Any change in the time period necessary to design and construct the Project resulting from implementing the ATC, including, as appropriate, a description of method and commitments.

Cost Increases or Decreases – An identification of the cost increases or decreases that would result should the ATC be approved and implemented, including construction costs and life cycle cost impacts for operations and maintenance.

04/02/2014 - RFP No.: HSR13-57

Deviations – References to any requirements of the RFP Documents or to any elements of the Contract Documents that are inconsistent with the proposed ATC, the specific proposed changes to such provisions in the Contract Documents, an explanation of the nature of the proposed deviation and a request for approval of such deviations or a determination that the ATC is consistent with the requirements of the RFP Documents. All deviations must be better than or equal to the original requirements of the Contract Documents, as determined by the Authority in its sole discretion.

Justification – A justification of the use of the ATC which includes a description of the objectives of the ATC and a discussion of the reasons why acceptance of the ATC from the requirements of the RFP Documents would be advantageous to the Authority; and a description of other projects, if applicable, where the ATC has been used under similar circumstances and the success of such usage, including the name of other project owner(s) including contact name, phone number, and email address who can confirm the details of the usage.

Construction and Safety Impacts – Discussion of potential impacts of the ATC on vehicular or rail traffic, rail operations, community impact, and safety. Include construction plans showing any identified impacts. Also address if there are any special maintenance requirements associated with the ATC.

ROW – If and what additional ROW will be required to implement the ATC. Proposers are advised that they shall (i) not be entitled to any additional time or money as a result of site conditions (i.e., hazardous materials, differing site conditions, geotechnical issues, Utilities, etc.) on such additional ROW; and (ii) not be entitled to any additional time or money as a result of any delay, inability or cost associated with the acquisition of such ROW.

Third Party Approvals – Discussion of any third party approvals required to implement the ATC. Proposers are advised that they shall not be entitled to any additional time or money as a result of any delay, inability to obtain, or cost associated with third party approvals.

Risks – A description of added risks to the Authority and other Persons associated with implementing the ATC.

6.15.5 Determination by the Authority

The Authority will make one of the following determinations with respect to each properly submitted ATC:

a. The ATC is approved.

b. The ATC is not approved.

c. The submittal does not qualify as an ATC but may be included in the Proposal without an ATC (i.e., the concept complies with the RFP requirements).

d. The submittal does not qualify as an ATC, and may not be included in the Proposal.

Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers and waives any right to object to or protest the Authority's

04/02/2014 - RFP No.: HSR13-57

determinations regarding acceptability of ATCs. The Authority's rejection or approval of an ATC will not entitle Proposer to an extension of the Proposal Deadline or the final date that ATCs may be submitted; provided, however, that the foregoing shall not limit the Authority's absolute and sole right to modify the Proposal Deadline or any other date in connection with this procurement.

Approval of an ATC will constitute a change in the specific requirements of the Contract Documents associated with the approved ATC for that specific Proposer. Should the Contractor be unable to obtain required approvals for any ATC incorporated into the Contract Documents, or if the concept otherwise proves to be infeasible, the Contractor will be required to conform to the original RFP requirements, as such requirements may be amended by addenda, and will not be entitled to an equitable adjustment.

6.15.6 Incorporating into Proposal

Subject to Section 6.15.5, a Proposer may incorporate approved ATCs into its Proposal. Copies of the Authority's ATC approval letters for each incorporated ATC shall be included in the Proposal. Proposals with or without ATCs will be evaluated against the same technical evaluation factors. Proposals incorporating ATCs, including an ATC that provides technical enhancements, may or may not receive a higher technical rating and any consideration given by the Authority will be determined by the Authority in its sole discretion.

The Price Proposal shall reflect any incorporated ATCs. Any cost savings resulting from the incorporation of an ATC into the Proposal should be reflected in the Price Proposal, in this way Proposers will receive 100 percent of the value of any incorporated ATC. Except for incorporating approved ATCs, the Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP Documents.

Following award of the Contract, the ATCs that were approved by the Authority and incorporated in the Proposal by the successful Proposer shall be included in the Contract Documents. Notwithstanding anything to the contrary herein, if Contractor fails to obtain a required third party approval for an ATC, Contractor will be required to comply with the original requirements of the RFP without additional cost or extension of time as set forth in the Contract.

Prior to execution of the Contract, ATCs from any unsuccessful Proposers that submitted agreements to receive compensation for work product as described in Section 6.11 may, in the Authority's sole discretion, be presented to the selected Proposer for possible incorporation in the Contract Documents during negotiation of the final terms of the Contract. In addition, following execution of the Contract, ATCs from unsuccessful Proposers may, in the Authority's sole discretion, be presented to the Contractor as an Authority Change in accordance with the "Changes" clause in General Provisions, Section 17 (Book I, Part B.2).

6.15.7 Confidentiality of ATCs

Except as provided in Section 6.15.6, ATCs properly submitted by a Proposer and all subsequent communications regarding its ATCs will be considered confidential subject to the Open Government Laws, until the Contract is awarded or the procurement is canceled as

04/02/2014 - RFP No.: HSR13-57

specified herein; provided, however, that, if the Authority, in its sole discretion, determines, based on a proposed ATC or otherwise, that the RFP contains an error, inconsistency, ambiguity or mistake, the Authority reserves the right to modify the RFP to correct the error, inconsistency, ambiguity or mistake, regardless of any impact on a proposed ATC.

The Authority will keep all discussions with Proposers and submitted materials regarding ATCs confidential, provided that under no circumstances will the Authority be responsible or liable to a Proposer or any other party as a result of disclosing any materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake or negligence on the part of the Authority or its respective officers, employees, contractors, or consultants.

6.15.8 Design Variances and ATCs

Contractor may rely on approved Design Variances. New Design Variances, required as part of ATCs, shall be subject to Authority review and preliminary approval as delineated in the Authority's Design Variance Request Procedures and the Design Criteria. Proposers shall therefore prepare, submit and ensure approval of all new Design Variances to be included as part of ATCs. Should Design Variances not be obtained by Proposers by the Proposal Deadline, Proposers are solely responsible for any risk that may be attributed to the incorporation of an ATC into the Proposer's Price Proposal. Design Variances are location and condition specific. New Design Variances required as part of ATCs shall be equal or better in performance and/or safety.

7.0 Two-Step Best Value Selection Process

The Authority is using a two-step best value procurement process to select a Contractor to deliver the Project. The Authority's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable legal requirements governing this procurement. The procurement is being conducted in accordance with the Authority's contracting power, as described in California Public Utilities Code Section 185036(a).

The Proposal evaluation process will include the review of each Proposal for responsiveness and pass/fail criteria, a separate evaluation of the Technical Proposal and the Price Proposal, a ranking determination and a best value determination. The process may, at the Authority's sole discretion, include a request for proposal revisions and Best and Final Offers (BAFOs), and may include a limited negotiations phase with the selected Proposer(s). The steps in the process and evaluation criteria are set forth in Section 9.0. The evaluation and selection process is subject to modification by the Authority, in its sole discretion.

7.1 RFQ–First Step Evaluation Process

The RFQ was the first step of the selection process. The RFQ solicited information in the form of SOQs, which were evaluated to determine the qualified Offerors with the capabilities to successfully deliver the Project. After evaluating the SOQs based upon the evaluation criteria described in the RFQ, the Authority selected the Shortlisted Offerors eligible to receive this RFP.

04/02/2014 - RFP No.: HSR13-57

7.2 RFP–Second Step Evaluation Process

This RFP is the second step of the selection process. In this second step, the Authority's role includes all of the following:

a. Receive and respond to requests for information and clarifications, as described in Section 6.5;

b. Receive and evaluate the Technical Proposals according to the criteria contained in the RFP Documents;

c. Open and evaluate the Price Proposals;

d. Calculate a Total Proposal Score by combining the weighted scores for the Technical Proposals (30 percent weighting) and Price Proposals (70 percent weighting);

e. Commence limited negotiations with the Apparent Best Value Proposer or recommend award of the Contract as set forth in the RFP, as determined by the Authority, at its sole discretion;

f. Recommend award of a contract to the Apparent Best Value Proposer following negotiations or proceed to negotiations with the next highest ranked Proposer.

8.0 Proposal Submittal Requirements

8.1 Compliant Proposal

The Proposal shall document the Proposer's technical approach to Project delivery, capability to deliver the Project, and proposed Project delivery price and pricing assumptions in light of the evaluation criteria.

The Proposal must contain sufficient detailed information to enable the Authority to make an adequate evaluation of the Proposer's understanding of the Project's scope, cost and implementation challenges and the Proposer's technical, organizational and financial capability to perform in the design-build role for the Project and to complete the Project successfully. The Authority may ask Proposers individually or collectively for additional information or clarification regarding their Proposals.

Proposals that do not demonstrate complete compliance with the requirements of the following sections may be rejected by the Authority and result in disqualification of the Proposer(s).

8.2 Format Requirements

To facilitate the evaluation of Proposals and to help protect the confidentiality of proprietary information the volumes of the Proposal submittal described above shall be submitted in separately sealed packages.

The Proposal shall be submitted on the forms furnished or copies thereof and shall be completed in ink or typewritten and shall be manually signed. All blank space in the Proposal forms must be completed as noted. No substantive change(s) shall be made to the Proposal forms. Any failure to provide all information and all completed forms in the format specified by

04/02/2014 - RFP No.: HSR13-57

the ITP may result in the Authority's rejection of the Proposal depending on the nature of the omission.

Documents must be prepared on letter sized 8-1/2" x 11" white paper. Ledger sized, 11" x 17" pages are allowed for schematics, organizational charts, other drawings and schedules, but not for narrative text. All written submittals regardless of paper size must be included in the applicable volume. A single side of an 8-1/2" x 11" or 11" x 17" sheet will be considered one page. Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response (e.g., Page 1 of 10, Page 2 of 10, etc.).

Each section within a volume shall be separated by a divider with a tab, and shall be prepared using no smaller than 12-point font size, except for tables, which may be prepared using 10-point font size. The index tab shall have the appropriate section name or number typed thereon. The Authority may disregard documents not complying with these page requirements. Proposers shall not include standard corporate brochures, awards, licenses and marketing materials and the Authority will not evaluate such materials.

8.3 Contents and Organization

Proposals shall be composed of the Proposer's Administrative Submittals (Volume 1A), Financial Information (Volume 1B), Executive Summary and Technical Proposal (Volume 2) and Price Proposal (Volume 3). Each Volume shall be provided in a separate three ring binder. Proposers shall clearly index their Proposals using pages with tabs and organize them in the order set forth in this ITP Section 8.3. Electronic submittals (CDs and/or DVDs) shall follow equivalent organizational standards and shall use a searchable format with appropriate bookmarks.

8.3.1 Volume 1A – Administrative Submittals

Volume 1A of the Proposal will contain the Administrative Submittals. The required contents and organization Volume 1A is presented in this Section 8.3.1. Each Proposer shall submit one original and 10 written copies (for a total of 11) of Volume 1A. Each original must be clearly marked "Original" on its face and spine. Each copy must be numbered 1 through 10 on its spine. Proposer shall also include one electronic submittal of Volume 1A on CD/DVD.

Proposer shall provide the following forms and other information in Volume 1A:

Transmittal Letter (Form A) – The Proposer shall attach to the Transmittal Letter evidence of its authorized representative(s) to execute and deliver the Proposal and the Contract.

Identification of Proposer Team Members (Form B) – The Proposal shall contain a completed Form B identifying each Proposer Team member, its role on the Proposer Team and its Official Representative for the purposes of executing any required forms or certifications included in the Proposal.

Key Personnel Matrix (Form C) – The Proposal shall contain a completed Form C confirming the availability of Key Personnel and other individuals designated in the SOQ or any Authority approved substitutes. This form shall be signed by the Proposer's Official Representative. The

04/02/2014 - RFP No.: HSR13-57

Proposer shall attach to Form C a copy of the Authority's letter approving any Key Personnel replacements.

Schedule of Subcontractor(s)/Subconsultant(s) (Form D) – The Proposal shall contain a completed Form D with information regarding anticipated subcontractors and subconsultants, and signed by the Proposer's Official Representative.

Organizational Conflicts of Interest Disclosure Statement (Form E) – The Proposal shall contain a completed Form E signed by the Proposer's Official Representative.

Verification, Validation and Self-Certification Commitment (Form F) – The Proposal shall contain a statement of Proposer's unequivocal commitment to comply with the Authority's "Verification, Validation and Self-Certification" requirements, which are stated in Section 54 of the General Provisions (Book 1, Part B.2) signed by Proposer's Official Representative.

Proposer Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Cert. 1) – The Proposal shall contain a completed Cert. 1 signed by the Official Representative for the Proposer.

Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Cert. 2) – The Proposal shall contain a completed Cert. 2 signed by the Official Representative for each entity identified in Form B.

Non-Collusion Affidavit (Cert. 3) – The Proposal shall contain a completed Cert. 3 for the Proposer signed by the Proposer's Official Representative.

Organizational Conflicts of Interest Affidavit (Cert. 4) – The Proposal shall contain a completed Cert. 4 signed by the Official Representative for each member of the Proposer Team identified in Form B.

Equal Employment Opportunity Certification (Cert. 5) – The Proposal shall contain a completed Cert. 5 signed by the Official Representative for each member of the Proposer Team identified in Form B.

Non-Discrimination Certification (Cert. 6) – The Proposal shall contain a completed Cert. 6 signed by the Official Representative for each member of the Proposer Team identified in Form B.

Certification Regarding Lobbying (Cert. 7) – The Proposal shall contain a completed Cert. 7 by the Official Representative for each Equity Member as identified in Form B.

Drug Free Workplace Program Certification (Cert. 8) – The Proposal shall contain a completed Cert. 8 signed by the Official Representative for each member of the Proposer Team identified in Form B.

Buy America Certifications (Cert. 9) – The Proposal shall contain a completed Cert. 9 signed by the Official Representative for each member of the Proposer Team identified in Form B.

Iran Contracting Certification (Cert. 10) – The Proposal shall contain a completed Cert. 10 signed by the Official Representative for each Equity Member identified in Form B.

Darfur Contracting Act Certification (Cert. 11) – The Proposal shall contain a completed Cert. 11 signed by the Official Representative for each Equity Member identified in Form B.

Certification Regarding Miscellaneous State Requirements (Cert. 12): The Proposal shall contain a completed Cert. 12 signed by the Official Representative for each Equity Member identified in Form B.

Proposer's Overall Project Small Business Goal Commitment Affidavit (Cert. 13) – The Proposal shall contain a completed Cert. 13 signed by the Proposer's Official Representative confirming the Proposer will aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall Project Small Business goal of 30 percent.

Surety Letter – Provide a letter from a surety signed by an authorized representative as evidenced by a current power of attorney committing to providing a Performance Bond and Payment Bond, each in substantially the form provided in the Signature Document. The Surety(ies) must be registered with the California State Insurance Commissioner, appear on the current Authorized Insurance List in the State of California published by the Office of the Insurance Commissioner and an A.M. Best's Rating Service classification of "A-XIV" or better. If multiple surety letters are provided, the Proposal shall identify which surety will be the lead surety. The commitment letter shall not include any conditions, qualifications or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award of the Contract to Proposer within the validity period for Proposals. The bonds required to be provided as a condition to execution of the Contract are to name the Proposer as obligor. Accordingly, the surety letter must commit to issuance of a bond in such entity's name and indicate whether or not the Surety has defaulted on any obligation within the past 10 years and the details in the event of such default. The Authority may require any Sureties to appear and qualify themselves at any time. If the Authority determines that a Surety is not qualified, the Authority may, upon written demand, require the Contractor to furnish a replacement bond or bonds from a qualified Surety. Until the replacement bond or bonds are furnished, payments on the Contract will stop.

Joint and Several Liability – If the Proposer is a joint venture, the Proposal shall contain a letter signed by each Equity Member indicating that it accepts joint and several liability for the Proposer's obligations under its Proposal and any resulting contract.

Organizational Documents – The Proposal shall contain a copy of the articles of incorporation and bylaws, the joint venture agreement, partnership agreement, limited liability company agreement or equivalent organizational documents for the Proposer, each Equity Member, and Guarantors (if any), such documents shall be consistent with the responsibilities to be undertaken by such parties under the Contract.

Changes in Proposer's Organization – The Proposal shall include a copy of the letter(s) (if any) issued by the Authority approving changes to the composition of the Proposer's organization (including additions or deletions to a Proposer team) following the Authority's

04/02/2014 - RFP No.: HSR13-57

shortlisting decision. Such approval is required under Section 6.2 of the RFQ and Section 6.14.3 in the RFP. If the Proposer includes any such letter(s), it shall also include a brief description (two page maximum) of these changes.

Legal Issues, Liabilities or Proceedings – The Proposal shall include a certification stating that there have not been any additional legal issues, liabilities or proceedings since the SOQ submission.

If there has been, or there is anticipated to be, any additional legal issues, liabilities or proceedings since the SOQ submission, then the Proposal shall include the following information regarding such legal issues, liabilities and proceedings:

a. **Legal Issues** – Identify and explain any significant anticipated legal issues which the Proposer must resolve in order to carry out the Project and its obligations under a Contract

b. **Legal Liabilities** – Provide a list and a brief description of all instances during the last five years involving transportation civil infrastructure projects in which the Proposer or Equity Member (or its parent company; its subsidiary companies; any company under joint ownership with such firm; any joint ventures or limited liability companies in which such firm is a member; and any partnership in which such firm is a general partner) was (i) determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number and, if available, e-mail address.

c. **Legal Proceedings** – Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board, enforcement proceeding resulting in assessment of monetary penalty, fine or criminal penalty, and other dispute resolution proceeding occurring during the last five years involving Proposer or Equity Member (or its parent company; its subsidiary companies; any company under joint ownership with such firm; any joint ventures or limited liability companies in which such firm is a member; and any partnership in which such firm is a general partner) and involving an amount in excess of $500,000 related to performance in transportation civil infrastructure projects or compliance with any environmental Law with a contract value in excess of $25 million.

8.3.2 Volume 1B – Financial Information

Proposer shall provide the following forms and other information in Volume 1B:

No Material Change Certification - The Proposal shall include a statement from the Chief Financial Officer or Treasurer of the Proposer stating that there has not been a Material Change, and none are anticipated, in the financial condition, corporate form (i.e., significant mergers, acquisitions, reorganizations, etc.), market capitalization, or potential liabilities (e.g., current or pending claims or litigation) since the SOQ submission. If the Proposer is a joint venture or LLC, then the Proposal shall include a statement from the Chief Financial Officer or Treasurer of each joint venture member or LLC member stating that there has been no Material Change in the financial condition, corporate form, market capitalization, or potential liabilities

04/02/2014 - RFP No.: HSR13-57

since the SOQ submission. Reference to financial statements or notes to financial statements is not sufficient for purposes of meeting this requirement.

Guarantor Material Change Certification - If the Proposer, or in the event the Proposer is a joint venture or LLC then any joint venture member or LLC member, has provided a guaranty as part of its SOQ submission, then the Proposal shall include a certification from the Chief Financial Officer or Treasurer of each Guarantor stating that there has been no Material Change, and none are anticipated, in the financial condition, corporate form, market capitalization, or potential liabilities of the Guarantor since the SOQ submission. Reference to financial statements or notes to financial statements is not sufficient for purposes of meeting this requirement.

Material Change Disclosure - If there has been, or there is anticipated to be, a Material Change in the financial condition, corporate form, market capitalization, or potential liabilities of the Proposer, or in the event the Proposer is a joint venture or LLC then the joint venture member or LLC member, or to any Guarantor since the SOQ submission, then the Chief Financial Officer or Treasurer of the affected entity must provide:

a. Statement describing each Material Change in detail,

b. The likelihood that the Material Change will continue during the period of performance of Project development, and

c. The projected full extent of the changes likely to be experienced in the periods ahead. Reference to financial statements or notes to financial statements is not sufficient for purposes of meeting this requirement.

In addition, the Chief Financial Officer or Treasurer of the affected entity must provide an estimate of impact on the revenues, expenses and the change in capital structure (debt and equity) for each Material Change. Where a Material Change will have a negative impact on the financial condition of the affected entity, then the Proposal must include a discussion of the measures that would be undertaken to insulate the Project from any recent or anticipated Material Changes.

Recent Financial Statements - If Financial Statements for the Proposer, or in the event the Proposer is a joint venture or LLC then for any joint venture member or LLC member, or for any Guarantor, have been issued, either as year-end or interim Financial Statements, since the SOQ submission then the Proposal must include three hard copies, one electronic copy in PDF format, and one electronic copy in Microsoft Excel format of the recent Financial Statements.

If Financial Statements have been issued for the Proposer, or in the event the Proposer is a joint venture or LLC, then for any joint venture member or LLC member, or for any Guarantor, since the SOQ submission, then the Proposal must include a statement from the Chief Financial Officer or Treasurer of the Proposer, or in the event the Proposer is a joint venture or LLC then each joint venture member or LLC member, or for each Guarantor, if applicable, stating that Financial Statements have been issued, either as year-end or interim Financial Statements, for its respective entity since the SOQ submission. The Financial Statements must be prepared in

accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS).

If Financial Statements are prepared in accordance with accounting principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the Financial Statements that would be affected by a conversion to U.S. GAAP.

a. **U.S. Dollars** – Financial Statements must be provided in U.S. dollars. If Financial Statements are not available in U.S. dollars, the Proposer must include summaries of the Financial Statements for the applicable time periods converted to U.S. dollars, specifying the conversion rate used.

b. **Audited** – For year-end Financial Statements, the Financial Statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited Financial Statements are not available for an entity, the Proposal shall include unaudited Financial Statements for such entity, certified as true, correct, and accurate by the Chief Financial Officer or Treasurer of the entity.

c. **English** – Financial Statements must be prepared in the English language. If audited Financial Statements are prepared in a language other than English, translations of all Financial Statements must be provided with the original Financial Statements.

d. **Newly Formed Entity** – If the Proposer is a newly formed entity and does not have Financial Statements, Financial Statements for the equity owners of the newly formed entity shall be provided (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have Financial Statements).

e. **SEC Filings** – If any entity for which Financial Statements are submitted files reports with the Securities and Exchange Commission, then such Financial Statements shall be provided through a copy of its annual report on Form 10K and any subsequent reports filed on Form 10Q or Form 8-K.

f. **Confidentiality** – The Proposer may identify any information which it believes is entitled to confidentiality under the Public Records Act or Freedom of Information Act, by marking each page "CONFIDENTIAL" as described in Section 6.9.

Recent Credit Ratings - If credit rating(s) for the Proposer, or in the event the Proposer is a joint venture or LLC then for any joint venture member or LLC member, and for any Guarantor, have been issued or changed, including credit rating outlook, since the SOQ submission then the Proposal must include a copy of the credit rating.

If no credit rating(s), including credit rating outlook(s), have been issued or changed for the Proposer, or in the event the Proposer is a joint venture or LLC then for any joint venture member or LLC member, or for any Guarantor, since the SOQ submission, then the Proposal must include a statement from the Chief Financial Officer or Treasurer of the Proposer, or in the event the Proposer is a joint venture or LLC then each joint venture member or LLC member, and for each Guarantor, stating that no credit rating(s), including credit rating outlook, have been issued or changed for its respective entity since the SOQ submission.

04/02/2014 - RFP No.: HSR13-57

Guarantor Letter of Support - If the Proposer, or in the event the Proposer is a joint venture or LLC then any joint venture member or LLC member, has provided a Guarantor as part of its SOQ submission, then the Proposal shall include a letter from each Guarantor stating that it will provide a performance guaranty in the form as set forth in (Book I, Part A, Attachment G), and that it will financially support all the obligations of the Proposer with respect to the Project.

In addition, if the Proposer is offered the opportunity, at the sole discretion of the Authority, to add a Guarantor to its Proposal in accordance with Section 9.2.2, then the Proposal shall include a letter from the additional Guarantor stating that it will provide a performance guaranty in the form as set forth in (Book I, Part A, Attachment G), and that it will financially support all the obligations of the Proposer with respect to the Project.

8.3.3 Volume 2 – Executive Summary and Technical Proposal

Volume 2 of the Proposal will contain the Executive Summary and Technical Proposal. The required contents and organization of Volume 2 are presented in this Section 8.3. Each Proposer shall submit one original and 10 printed copies (for a total of 11) of Volume 2. The original must be clearly marked "Original" on its face and spine. Each copy must be numbered 1 through 10 on its spine. Proposer shall also include one electronic submittal of Volume 2 on CD/DVD.

The Proposer shall not include any information regarding price in any of the materials submitted as part of Volume 2.

Executive Summary: The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal requirements of the Contract. The Proposer shall limit the Executive Summary to no more than 10 pages inclusive of text, selected photographs, and sketches. The Executive Summary page count is not counted toward the page limit requirement of the Technical Proposal. The Proposer shall highlight those items which, in the opinion of the Proposer, represent significant value to the Authority and which may distinguish its Proposal from those of others.

At a minimum, the Executive Summary shall include the following:

a. **Legal** - A description of the Proposer's form of organization, identifies the lead entity the percentage of interest held by the Principal Participants and , and all entities that will have joint and several liability for the Contract or that will provide Guaranties (if required) to the Authority. Include a summary of any changes in the Proposer's organization since submission of the SOQ. All entities identified in the Executive Summary must be identified initially by their full and correct legal names.

b. **Technical** - A description of the Proposer's understanding and approach to the Work, including design, construction and coordination with third parties. Include a summary of (i) how the Proposer intends to achieve design and construction solutions that are efficient, schedule-sensitive, environmentally sound, durable, safe and maintainable; and (ii) the Project support concepts to be addressed in connection with the Work including support of

04/02/2014 - RFP No.: HSR13-57

public outreach, coordination with adjacent contracts and concepts for mobilization, delivery of materials and mitigation of traffic and other impacts during construction.

c. **Financial** - Information regarding the Proposer's financial strength and capability to undertake and complete the Work, including any other relevant information regarding the Proposer's financial approach to completing the Work.

d. **Technical Proposal** - The Proposal shall include a Technical Proposal containing the information described in Section 9.5, Technical Proposal Evaluation Criteria, separated and labeled appropriately. The Technical Proposal shall be consistent with the requirements in the Contract Documents. The Technical Proposal shall be no more than 100 pages in length exclusive of schedules required in Section 9.5.1; the Executive Summary; and sketches, renderings, and drawings submitted as part of an approved ATC.

8.3.4 Volume 3 – Price Proposal

Volume 3 of the Proposal will contain the Price Proposal. The required contents and organization of Volume 3 are presented in this Section 8.3.4. Each Proposer shall submit one original and 10 printed copies (for a total of 11) of Volume 3. The original must be clearly marked "Original" on its face and spine. Each copy must be numbered 1 through 10 on its spine. Proposer shall also include one electronic submittal of Volume 3 on CD/DVD.

Proposal Bond (Form G): The Proposal shall contain a Proposal Bond as set forth in Form F. The Proposal Bond shall be provided by a Surety that is registered with the California State Insurance Commissioner, appears on the current Authorized Insurance List in the State of California published by the Office of the Insurance Commissioner, and an A.M. Best's Rating Service classification of "A-XIV" or better.

Contract Price (Form H): The Proposal shall contain a completed Form G executed by the Proposer's Official Representative.

Price Breakdown (Form I): The Proposal shall contain a completed Form H.

8.4 Late Submittals

The Proposal will be considered late if received at the Authority Point of Contact address any time after the Proposal Deadline (Table 1 of Section 3.0), and shall be returned unopened.

8.5 Proposal Validity Period

The Proposal and Proposal Bond will remain valid for up to 360 days following the later of the Proposal Deadline or Deadline to submit BAFOs. After such period, the Proposals will cease to be valid unless the Proposer(s) and the Authority agree in writing to extend the Proposal Validity Period. The Proposal Validity Period as may be extended by the parties shall not affect the validity of the Proposal Bond without acquiescence by the Surety.

8.6 Escrowed Proposal Documentation

Each Proposer shall submit all documentary information generated in preparation of the Price Proposal. This requirement shall apply to information generated by the Proposer and by all

04/02/2014 - RFP No.: HSR13-57

Subcontractors. This documentary information is hereinafter referred to as “Escrowed Proposal Documents (EPDs).” Proposers shall submit the “Escrowed Proposal Documents Certification” (Cert. 14) with the EPD submittal, certifying to the accuracy of the information in the EPDs.

The EPDs shall contain information in accordance with the “Contents of EPDs” clause of the General Provisions (Book I, Part B.2, Section 25.4) regarding the Proposer’s assumptions made in calculating the prices included in the Price Proposal. The Proposer shall submit its EPDs in such format as it used in preparing its Proposal. The EPDs shall be organized in a logical fashion to reflect the organization of the Price Proposal.

In the event that the Authority requests revisions to Proposals and BAFOs or one or more Proposers are asked to clarify its Price Proposal, each Proposer shall submit one copy of all additional documentary information generated in preparation of the Proposal revisions and BAFO or clarification (including Subcontractor pricing changes for Subcontractors). This additional documentation is considered as part of the EPDs.

EPDs shall be delivered to the Authority in a locked fireproof cabinet supplied by the Proposer. The cabinet shall be stored in the Authority's offices or in another location designated by the Authority, with the key held only by the Contractor. EPDs shall be delivered prior to 4:00 p.m. (PST) on the third Working Day following the Proposal Deadline (refer to Table 1). Release of EPDs will be in accordance with the Contract.

Representatives of the Authority and the Apparent Best Value Proposer shall review the EPDs of the Apparent Best Value Proposer prior to Contract award to determine whether they are complete and in compliance with the “Escrowed Proposal Documents” clause (Book I, Part B.2, Section 25) of the General Provisions. The purpose of this examination is to ensure that the EPDs are authentic, legible and complete. The Apparent Best Value Proposer shall correct any deficiencies to the EPDs within three days of discovery. The examination will not include detailed review of, and will not constitute approval of, proposed construction methods, estimating assumptions or interpretations of RFP Documents. Examination will not alter any condition or term of the Contract.

Representatives of the Authority and the Apparent Best Value Proposer shall also organize the EPDs, labeling each page so that it is obvious that the page is a part of the EPDs, and enable a person reviewing the page out of context to determine where it can be found within the EPDs. An index shall be compiled listing each document included in the EPDs and briefly describing the document and its location in the EPDs. The Authority shall have a right to retain a copy of the index.

The EPDs will be available for joint review by the Apparent Best Value Proposer and the Authority in conjunction with any pre-award discussions and negotiations. Following award of the Contract, the EPDs of the Apparent Best Value Proposer will be available for joint review as specified in the Contract.

04/02/2014 - RFP No.: HSR13-57

EPDs for each unsuccessful Proposer will be available for collection after the Contract is signed with the successful Proposer. EPDs for all Proposers will be available for collection if all Proposals are rejected or withdrawn.

8.7 Language and Currency

All correspondence regarding the RFP, Proposal and Contract is to be in the English language. If any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation, certified by an individual authorized as a translator by one of the superior courts of the State of California, which shall take precedence in the event of conflict with the original language. All required pricing and cost information shall be provided in United States Dollars only, except as otherwise provided in this ITP. In the evaluation of Proposals, the Authority may choose to disregard any financial figures provided by the Proposer in denominations other than United States Dollars.

9.0 Evaluation of Proposals

9.1 General

The Authority will award the Contract (if at all) to the responsive Proposer that has complied with all of the requirements of the RFP, is technically qualified and has the Best Value Proposal, as set forth in this Section 9.0.

9.2 Responsiveness Review

Each Proposal will be reviewed for the following:

a. Conformance to the RFP instructions regarding organization and format, including the presence of all required forms and attachments; and

b. The responsiveness of the Proposer to the requirements set forth in this RFP

Those Proposals not responsive to this RFP, as determined by the Authority in its sole discretion, may be excluded from further consideration and the Proposer will be so advised. The Authority may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation, as determined by the Authority in its sole discretion.

9.3 Pass/Fail Review

Following or in conjunction with evaluation of each Proposal for responsiveness, the Authority will evaluate each Proposal based upon the pass/fail criteria listed below. A Proposer must obtain a “pass” on all pass/fail items in order for its Proposal to be evaluated qualitatively under Section 9.3.

a. The Proposal contains an original executed transmittal letter as required in Section 8.3.1, above.

b. The Proposal contains a letter of commitment from a Surety (or Sureties) meeting the requirements specified in Section 8.3.1.

04/02/2014 - RFP No.: HSR13-57

c. The Proposal contains Buy America Certifications (Cert. 9), certifying compliance with Buy America requirements as provided in Section 5.0 of this ITP and the "Federal Requirements" clause (Section 46) of the General Provisions for each member of the Proposer Team.

d. The Proposal contains a completed Proposer's Overall Project Small Business Goal Commitment Affidavit (Cert. 13).

e. The Proposal contains the information and the express, written commitments as required in Section 8.3.1.

9.4 Financial Data

The Proposer must continue to have the financial capability to design and construct the Project since the time of its SOQ submission.

If it is determined that the Proposer does not have the financial capability to design and construct the Project, then the Proposer may be given the opportunity to add a Guarantor to its Proposal and must submit all financial information required as part of the RFQ and RFP processes. Such opportunity is given solely at the discretion of the Authority and the additional Guarantor must be deemed acceptable by the Authority.

9.5 Technical Proposal Evaluation Criteria

Technical Proposals will be evaluated against the technical criteria and sub-criteria described in this Section 9.5. Proposals shall contain the information listed in this Section 9.5 in Volume 2 – Executive Summary and Technical Proposal.

The raw score for the Technical Proposal, based on 100 points allocated as described in Table 3, will be used to calculate the Technical Proposal Score as described in Section 9.7. The Technical Proposal Score comprises 30 percent of the Total Proposal Score. The maximum Technical Proposal Score is 30 points.

Table 3: Summary of Technical Proposal Evaluation Criteria

Evaluation Criteria	Maximum Point Value
Project Management	25 points
Design and Design Oversight	30 points
Construction and Construction Oversight	30 points
Small Business Participation	15 points
Raw Score for Technical Proposal based on 100 points	100 points

In its Technical Proposal responding to Sections 9.5.1 through 9.5.4, inclusive, Proposers should clearly identify approaches, commitments, innovations and best practices that will be implemented by the Proposer which add value for the Authority consistent with this Best Value procurement. In evaluating Proposals, it will be assumed that the staffing, equipment and materials necessary to implement the commitments and innovations are included in Proposer's Price Proposal and that all Contract requirements, plans and deliverables to be submitted by the successful Proposer will fulfill such commitments. The Proposal itself will become a Contract

04/02/2014 - RFP No.: HSR13-57

Document as described in the "Order of Precedence" clause (Section 2.0) of the General Provisions.

9.5.1 Project Management (25 points)

The Authority seeks a Contractor that has had demonstrated success in management of major infrastructure projects; understands the Contract requirements for Project management, quality and oversight; commits to a management plan based on realistic assumptions including Project constraints; commits to providing the skilled management personnel and staffing levels necessary to fulfill the Contract requirements; and brings innovation and added value to management of the Project.

The Authority sees value in an organizational structure and reporting lines that ensure accountability; prompt submission of deliverables that do not require time-consuming revision; clear and timely communications; organizational independence of the ICE/ISE; effective integration of the environmental, quality, design and construction components of the Contractor's organization; and a thorough understanding of Project risk and risk mitigation.

a. Describe the organization and management approach you will employ. Describe how your approach ensures successful performance and accountability in key project tasks. Describe how your approach will successfully integrate the environmental, design, and construction components of your organization. Describe how your approach will successfully integrate subconsultants and subcontractors into your organization. Provide examples from other projects that illustrate the effectiveness of your approach.

   Include in your response:

   1. Confirmation that each of the five Key Personnel identified in your SOQ (Project Manager, Design Manager, Construction Manager, Quality Manager and Environmental Manager) remain designated for assignment on the Project and will be available to commence full-time work on the Project upon receipt of NTP. Proposers are directed to Section 6.14.3 of the Instructions to Proposers for procedures to substitute Key Personnel.

   2. An organization chart showing reporting lines for major tasks and departments with an explanation of any differences with the organization chart provided in your SOQ. Clearly indicate the direct reports to each of the five Key Personnel.

b. Describe your approach and commitment to achieving Substantial Completion within the time frame provided in the "Completion Deadlines" clause (Section 3.0) of the Special Provisions. Describe how your approach ensures that events impacting schedule will be rapidly and accurately incorporated into your master schedule. Describe the process you will use to analyze schedule impacts and convey schedule information to the Authority and the Authority's representatives. Provide examples from other projects that illustrate the effectiveness of your approach.

   Include in your response:

04/02/2014 - RFP No.: HSR13-57

1. A description of the qualifications and experience of your Lead Scheduler demonstrating qualifications that meet the requirements stated in the RFP including the Cost and Scheduling Controls Program. Describe his/her responsibilities and placement in your proposed organization.
2. Your Project schedule in a Level 2 level of detail as defined within AACE International Recommended Practice No. 37R-06, "Schedule Levels of Detail – As Applied in Engineering, Procurement and Construction (TCM Framework: 7.2 – Schedule Planning and Development)" dated March 20, 2010 showing completion in the duration proscribed in the "Completion Deadlines" clause (Section 3.0) of the Special Provisions.

c. Describe your approach and commitment to ensuring compliance with the Authority's Master Quality Plan including the Verification, Validation and Self-Certification Procedures, and the ICE/ISE program. Indicate the staffing requirements necessary to fulfill the requirements of the Contract. Indicate the reporting structure for the ICE/ISE in your organization. Provide examples from other projects that illustrate the effectiveness of your intended approach.

   Include in your response:

   1. A description of the qualifications and experience of your ICE/ISE specifically demonstrating qualifications that meet the requirements stated in the RFP and included the Verification, Validation and Self-Certification Procedures.
   2. A description of specific methods by which you will ensure the independence of the ICE/ISE, and your commitment to those methods.

d. Describe your approach and commitments to ensuring effective communications with the public, local agencies, and community stakeholders. Describe your approach for use of the media, internet and personal interface in effective communications.

   Include in your response:

   1. A description of the qualifications and experience of your Public Involvement Manager demonstrating qualifications that meet the requirements stated in the RFP including the "Public Involvement" clause (Section 53.0) of the General Provisions. Describe his/her responsibilities and placement in your proposed organization.
   2. An analysis of the staffing levels required to meet the requirements of the "Public Involvement" clause (Section 53.0) of the General Provisions and your commitment to meet those staffing levels.

e. Provide a risk register or matrix for what, based on your analysis, constitutes the 20 most significant risks to schedule, budget or quality in the design and construction of the Project.

   Include your response:

   1. An assessment of the probability that the risk will materialize.
   2. Your approach and proposed course of action to eliminate or reduce the likelihood the risk will occur or to reduce the impact to the Project if the risk does occur.

04/02/2014 - RFP No.: HSR13-57

9.5.2 Design and Design Oversight (30 points)

The Authority seeks a Contractor that has had demonstrated success in the design of major civil infrastructure projects; understands the Contract requirements for design and design oversight including the Design Criteria, the Verification, Validation and Self-Certification Procedures; has a design approach that recognizes Project constraints including environmental and schedule constraints; commits to providing the skilled management personnel and staffing levels necessary to fulfill the Contract requirements; and brings innovation and added value to the design of the Project.

The Authority sees value in prompt mobilization of the Contractor's design office; submission of design documents that do not require time-consuming revision; the ability to deal effectively with third parties and governmental stakeholders; and an approach to design that promotes innovation, aesthetics, sustainability, maintainability and life-cycle savings.

a. Describe your approach and commitments to commencing design of the Project and to ensuring rapid mobilization of your design staff. Describe the organization and location of your design staff within 180 days following NTP, and if more than one location is used describe your approach and commitments to ensuring effective communications between design offices. Provide examples from other projects which illustrate the effectiveness of your approach.

   Include in your response:

   1. An analysis of the design progress that will be achieved within the first 180 days following NTP to meet Contract duration including critical path items.
   2. An analysis of the field activities that will be achieved within the first 180 days following NTP to meet Contract duration including critical path items. Include in your analysis your approach and staffing commitment to field surveys including but not limited to geotechnical, archaeological, architectural and biological. Include in your analysis your approach to initial communications with public and private stakeholders such as Kings County and BNSF railroad.

b. Describe your intended design for major project elements including civil works and fixed structures. Describe your approach to including principles of sustainability, durability, maintainability and reduced life-cycle costs in your Project design. Describe your approach and intended uses of ATCs (if any). Describe your approach and commitment to including aesthetic features as described in the Aesthetics Manual for Non-Station Structures and those enhanced structural design features described in the Scope of Work. Include in your response conceptual engineering drawings and isometric views highlighting proposed aesthetic treatments.

c. Describe your intended design for the following structures including foundation, substructure and superstructure. Address specifically the topics of materials to be used, aesthetic features to be included, maintainability, sustainability and life-cycle costs for each structure. Include in your response conceptual engineering drawings and isometric views highlighting proposed aesthetic treatments.

04/02/2014 - RFP No.: HSR13-57

1. Hanford Aerial Structures and stations support structures.
2. Structures over SR 43 and BNSF near the Tule River.
3. Cross Creek Viaduct.

d. Describe your approach and commitments for setting the alignment of the Project in a manner that minimizes the acquisition of and the impacts upon private property. Describe your capability to collaborate with and/or provide ROW services to public agencies to expedite the acquisition property on infrastructure programs. Provide examples from other projects of the successful implementation of your approach and such collaboration.

   Include in your response a narrative description and a conceptual diagram of your approach to minimizing the ROW impacts on the following properties within the Environmental Footprint.

   1. Baker Commodities property. The Authority sees value in minimizing property acquisitions and eliminating or minimizing plant downtime.
   2. PFFJ/Hormel property. The Authority sees value in minimizing property acquisitions and mitigating impacts to the feedlot and effluent pond operations.
   3. Hanford and Corcoran area residential properties. The Authority sees value in minimizing residential property acquisitions and mitigating impacts to remaining properties.

e. Describe your approach and commitments to design configuration management and quality control including your commitment to quality assurance and quality control processes consistent with the Authority's Master Quality Plan and Verification, Validation and Self-Certification Procedures. Describe your approach to ensure that the Authority's safety and security Design Criteria are met or exceeded (Design Criteria Chapter 32). Provide examples from other projects that illustrate the successful implementation of your approach.

   Include in your response:

   1. Provide a narrative description of the qualifications and experience of your proposed Verification, Validation and Self-Certification manager and his/her role and responsibilities for both implementation and compliance with the Authority's Verification, Validation and Self-Certification Procedures. Describe the manager's level of authority, placement in your proposed organization chart and percentage of time committed to this Project. Include a description of how design changes will be managed to ensure that they do not increase the safety and security risks to the Authority.
   2. Describe your method for reviewing and addressing design development to ensure that the design elements provided in the Authority's Design Criteria and Directive Drawings are not compromised.

f. Describe your approach and commitments for ensuring a design that is in compliance with all Environmental Requirements.

   Include in your response:

04/02/2014 - RFP No.: HSR13-57

1. Address how the required environmental mitigation measures as described in the Final Environmental Documents and Governmental Approvals will be adhered to during performance of the Work and describe the methodology for assuring that the Project will conform to applicable standards.
2. Describe your approach and plan for additional environmental work that may be required due to design changes not contemplated by the Final Environmental Documents and Governmental Approvals.

9.5.3 Construction and Construction Oversight (30 points)

The Authority seeks a Contractor that has had demonstrated success in the construction of major civil infrastructure projects; understands the Contract requirements for construction and construction oversight including the ICE/ISE process; has a construction approach that recognizes field conditions and project constraints including ROW, third party constraints and public involvement; and commits to providing the equipment, materials, skilled management personnel and staffing levels necessary to meet the Contract requirements; and brings innovation and added value to Project construction.

The Authority sees value in the use of construction practices and sequencing which accommodate possible environmental, ROW, third party and other schedule constraints; effective and reliable construction quality management; the ability to deal effectively with third parties, private property owners and governmental stakeholders; programs and processes that ensure worker and public safety; and an approach to construction that promotes innovation, security, sustainability, maintainability and life-cycle savings.

a. Describe your approach and commitments to organizing and managing the construction of the Project to ensure timely Substantial Completion. Describe the methods by which you will achieve the flexibility necessary to accommodate delays caused by third parties or unanticipated conditions during construction. Provide examples from other projects that illustrate the effectiveness of your approach and methods.

   Include in your response:

   1. An analysis of the professional staffing levels required to mobilize construction.
   2. An analysis of the long lead construction material requirements of the Project.
   3. A list or matrix of other infrastructure projects valued in excess of $100 million that Equity Members and subcontractors are committed to as of the date of submission of your Proposal.

b. Describe your approach and commitments to ensuring that you have available for construction the required number of tradesmen, including journeymen and apprentices necessary to construct the Project. Describe the approach you will employ to ensure sufficient labor forces if a shortfall of tradesmen occurs. Provide examples from other projects which illustrate the effectiveness of your approach.

   Include in your response:

04/02/2014 - RFP No.: HSR13-57

1. A timeline analysis of the number of work fronts and number of tradesmen required to complete the Project within the duration of the Contract as provided in the "Completion Deadlines" clause (Section 3.0) of the Special Provisions.
2. An analysis of the trades that will be employed on the Project.

c. Describe your approach and commitments to integrating safety and security into your program and meeting the contract requirements for safe and secure Work as described in the 'Safety and Security" clause (Section 26) of the General Provisions.

Include in your response:

1. A narrative of the qualifications and experience of your proposed Safety Manager and describe his/her responsibilities and placement in your proposed organization.
2. An analysis of the staffing levels required to meet the Contract requirements for safety and security and your commitment to meet those requirements.

d. Describe the approach you will employ and your staffing commitments to effectively address environmental issues that may arise during construction and for resolving unexpected compliance issues that are may arise in the field.

Include in your response:

1. Your approach for identifying the need for and completing additional work necessary to revise, supplement, or amend Final Environmental Documents or Governmental Approvals in order to remain in compliance with all Laws.
2. Your approach and plan to effectively addressing environmental issues that may arise during construction, including the need to obtain additional CEQA/NEPA review and documentation and/or Supplemental or Amended Governmental Approvals and for resolving unexpected compliance issues that are likely to arise in the field (e.g., discovery of a listed species, a news or burrow, or a plant population for which any additional CEQA/NEPA review and documentation and/or Supplemental or Amended Governmental Approvals is required; discovery of Project construction issues that preclude or prohibit construction of the Project as planned and designed, etc.)

e. Describe your approach and commitments to successfully relocate utilities and third-party facilities. Describe the organization and staffing levels required to successfully relocate utilities and third party facilities, and accommodating the needs of impacted property-owners during all phases of construction. Provide examples from other projects illustrating the effectiveness of your approach.

Include in your response:

1. A list or matrix of the utilities and third party facilities that are on the Project's critical path during the first 360 days following NTP.
2. Describe the experience and qualifications of the individual(s) that will manage your efforts to relocate utilities and third party facilities.

04/02/2014 - RFP No.: HSR13-57

f. Describe your approach and commitments to managing your construction sites in a manner that minimizes impact and disruption to the public.

Include in your response:

1. The main elements and commitments of your traffic management plan to ensure mobility and accessibility for agricultural, commercial, and residential properties during construction.
2. The main elements and commitments of your plan to ensure public construction awareness including your approach to using the media, internet and posted signs.
3. The main elements and commitments of your plan to mitigate impacts to the public (private property owners) including management of construction site of dust, water, fumes, light, sound and other emissions that negatively impact the public.

9.5.4 Small Business Program and Community Benefits Agreement (15 points)

The Authority seeks a Contractor that understands the policies and requirements set forth in the Small and Disadvantaged Business Enterprise Program and the Community Benefits Agreement; has an effective approach to meeting the Small Business and targeted worker program goals; and is committed to providing the systems, skilled management personnel and staffing levels necessary to meet the policies of the Authority.

The Authority sees value in a Contractor with an outreach program that is visible, accessible and continuous throughout the duration of the Project; that is innovative and employs best construction industry outreach practices; and is financially supportive of small business and other subcontractors.

a. Describe the key elements of your outreach program which will become your commitments in and the basis of your Small Business Performance Plan, a Contract deliverable. Include your commitments to items such as workshops, technical assistance, seminars, trade fairs, industry forums and other small business focused events. Provide examples from other projects that illustrate the effectiveness of your approach.

b. Describe the qualifications and experience of your proposed Small Business and Outreach Coordinator, and describe his/her role and responsibilities for both implementation and compliance with the Authority's Small Business and Disadvantaged Business Enterprise Program. Describe the coordinator's level of authority, placement in your proposed organization chart and percentage of time committed to the Project.

c. Provide a narrative description and your commitments to innovation in assistance to small business such as access to capital, trade credits, surety bonding assistance or forbearance, insurance, and other supportive services.

d. Provide a list of the SBEs, DBEs, and DVBEs to which you have made a firm contractual commitment for work, together with the scope of work and percentage of work they will perform.

04/02/2014 - RFP No.: HSR13-57

e. Describe the approach you will employ to ensure successful implementation of the Community Benefits Agreement.

9.6 Price Proposal Opening

The Price Proposals will remain sealed in a secure location until the Technical Proposals have been evaluated and scored. The Total Proposal Price specified on Form H and Section 8.3.4 will be used to evaluate the Price Proposal. The Price Proposal Score comprises 70 percent of the Total Proposal Score. The maximum Price Proposal Score is 70 points.

9.7 Best Value Selection

The determination of apparent best value shall be based on a 70-30 point scale. The Price Proposal Score can be a maximum of 70 points. The Technical Proposal Score can be a maximum of 30 points. The Total Proposal Score can be a maximum of 100 points.

a. The determination of the Apparent Best Value Proposer shall be based on the Proposal that receives the highest Total Proposal Score calculated based on the following formula:

$$Price\ Proposal\ Score\ (Max. 70\ points) + Technical\ Proposal\ Score\ (Max. 30\ points) = Total\ Proposal\ Score\ (Max. 100\ points)$$

b. The Price Score will be based on the following formula:

$$70 \text{ points} \times (Lowest\ TPP/TPP) = \text{Price Proposal Score}$$

c. Lowest TPP = Lowest Total Proposal Price submitted by a Proposer;

d. TPP = Proposer's Total Proposal Price specified on Form H.

The Technical Proposal Score will be calculated based on the raw score for the Technical Proposal (maximum of 100 points) as described in Table 3, Summary of Technical Proposal Evaluation Criteria in Section 9.5. The Technical Proposal Score will be calculated using the following formula:

$$Technical\ Proposal\ Score\ = Raw\ Score\ for\ Technical\ Proposal\ \times 30\%$$

9.8 Additional References and Further Information

The Authority reserves the right to request such further information it deems necessary to properly evaluate the Proposals.

Proposers are cautioned that any falsification, misrepresentation or willful omission of facts shall be sufficient cause for disqualification.

9.9 Oral Interviews of Proposers

Proposers may be invited to present oral presentations for the purpose of introducing key members of the proposed implementation team, and allowing the Authority to fully understand the Proposer's ability to meet the evaluation criteria. If the Authority chooses to conduct oral interviews, these oral interviews are anticipated to occur within two weeks of the Proposal

04/02/2014 - RFP No.: HSR13-57

Deadline. If conducted, the Authority anticipates providing an agenda of presentation topics to the Proposers in advance of the oral interviews.

9.10 Requests for Clarifications

The Authority may engage in communications with the Proposers after receipt of Proposals, allowing Proposers to provide clarifications to their Proposals. This process will be initiated by delivery of a written request from the Authority to the Proposer identifying the information needed and a date and time by which the information must be provided. The Proposer shall provide the requested information in writing by the date and time indicated. If the requested information is not timely received, the Proposer's score may be adversely affected and/or the Proposal may be declared unacceptable.

9.11 Proposal Revisions and BAFOs

Although the Authority reserves the right to request proposal revisions and best and final offers ("BAFOs"), the Authority is under no obligation to do so. The Authority may make its selection and award based on the initial Proposals as submitted.

If the Authority issues a request for proposal revisions and BAFOs, Proposers will be informed of and requested and/or allowed to revise their Proposals in accordance with the terms of the request for proposal revisions and BAFOs. The request for proposal revisions and BAFOs will allow adequate time, as determined by the Authority, for the Proposers to revise their Proposals. The Authority will consider the revised information submitted as part of the proposal revision/BAFO process and reevaluate and revise ratings as appropriate.

More than one request for proposal revisions and BAFOs may be issued. In this case, evaluation of the proposal revisions and BAFOs will be repeated in order to incorporate the revised information into the scoring process.

In the event that any Proposer requested by the Authority to submit proposal revisions and BAFOs fails to provide a proposal revision or BAFO, or delivers a proposal revision or BAFO that is deemed unacceptable or late, the Authority shall have the right to consider as valid such Proposer's initial or subsequently revised Proposal and to award the Contract to such Proposer based on its initial or subsequently revised Proposal.

All terms and conditions of these Instructions to Proposers applicable to Proposals shall also be applicable to proposal revisions and BAFOs except as otherwise specified in the request for proposal revisions and BAFOs.

9.12 Limited Negotiations

Following receipt of initial Proposals or BAFOs (if any), the Authority may, at its sole discretion, elect to proceed with award of the Contract without negotiations, or it may proceed with limited negotiations prior to execution. Because the Authority also has the right to award a contract without negotiations, all Proposers must commit to entering into the Contract exactly as provided in the RFP.

Any decision to commence limited negotiations regarding the Contract and any topics of negotiation are at the Authority's sole discretion. In such event, the Proposer may raise issues only to the extent they are interrelated with negotiated topics raised by the Authority. Limited negotiations would commence with the Apparent Best Value Proposer. If for any reason the Authority is unable to negotiate a contract with the Apparent Best Value Proposer, the Authority will terminate those negotiations in writing. The Authority may then enter into limited negotiations with the Proposer that received the next highest Total Proposal Score, following the above-described process, until a Contract is awarded or all of the Proposals are rejected.

10.0 Contract Award and Execution

10.1 Key Prerequisites to Award

The Authority will not make a recommendation for award of the Contract unless the successful selected Proposer has submitted its EPDs and corrected any deficiencies identified in the examination of the documents.

10.2 Contract Award Recommendation

The Contract award recommendation will be made to the Authority Board of Directors by the Authority's CEO.

10.3 Contract Award

The anticipated date for Board action on the CEO recommendation to award the Contract is included in the Procurement Schedule in Section 3.0. An award of Contract pursuant to this RFP shall not be binding on the Authority until the Contract is executed by the Authority.

The Authority shall be under no obligation to award the Contract to the Proposer submitting the lowest priced Proposal or to award the Contract at all.

Upon Award, the Proposal submitted by the selected Proposer will be incorporated into the Contract Documents as specified in the "Order of Precedence and Contract Documents" clause (Section 2.0) of the General Provisions. Information provided by the selected Proposer on Form H (Contract Price) will be transferred to Attachment B (Prices) of the Signature Document.

10.4 Contract Execution

By submitting its Proposal, each Proposer commits to enter into the form of Contract included in the RFP, without negotiation or variation, except to fill in blanks and include other information that the Signature Document indicates is required from the Proposal and any negotiations as provided in this RFP.

Following the Contract award recommendation, the Authority will finalize the Contract by filling in blanks and including information from the Proposal as contemplated by the Signature Document, and addressing any negotiated terms and conditions. If requested, Proposer shall meet with Authority to provide additional details for those items identified by the Authority as Proposal Commitments in Attachment C of the Signature Document. Within seven calendar

04/02/2014 - RFP No.: HSR13-57

days after delivery by the Authority to the successful Proposer of the finalized Contract, the successful Proposer shall deliver to the Authority the following:

a. Signed Contract (four executed duplicate originals signed in blue ink);

b. Evidence of authorization to execute the Contract, in the form of a certified resolution of the governing body of Proposer expressly stating such body's authorization to execute the Contract and, if Proposer is a partnership, joint venture, or unincorporated association, of the governing bodies of the entity's partners or Equity Members;

c. Evidence that Proposer and Key Personnel hold all qualifications and licenses for performance of the Work;

d. Guaranties (if applicable);

e. Performance Bond in the amount of 50 percent of the Total Contract Price and Payment Bond in the amount of 100 percent of the Total Contract Price (three executed duplicate originals);

f. Evidence of insurance as required in the Contract;

g. Evidence as to the authority of the signatories of the Performance Bond and Payment Bond and any Guaranties;

h. Signed Standard Form 204, Payee Data Record.

Failure to comply with the above may result in cancellation of the award recommendation and forfeiture of the Proposal Bond, in which case the Authority may (but is not obligated to) proceed to award the Contract to the next highest ranked Proposer.

The Contract shall not be effective until it has been signed by both the Proposer and the Authority.

10.5 Debriefing of Unsuccessful Proposers

Unsuccessful Proposers may be debriefed, at the Authority's sole discretion, upon their written request submitted to the Authority Point of Contact. Requests for debriefing shall be made no later than three weeks following the award of the Contract for the Project. Debriefings will not be scheduled prior to award of the Contract for the Project.

A debriefing shall be as follows:

a. Limited to discussion of the unsuccessful Proposer's Proposal, and may not include specific discussion of a competing Proposal;

b. Factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and

c. Provide information on areas in which the unsuccessful Proposer's Technical Proposal had weaknesses or deficiencies.

04/02/2014 - RFP No.: HSR13-57

Debriefing may not include discussion or dissemination of the thoughts, notes or rankings of individual evaluation committee members or advisors assisting in the evaluation process, but may include a summary of the rationale for the selection decision and Contract award.

04/02/2014 - RFP No.: HSR13-57

Part B. Forms

Form A: Transmittal Letter
Form B: Identification of Proposer Team Members
Form C: Key Personnel Matrix
Form D: Schedule of Subcontractor(s)/Subconsultant(s)
Form E: Organizational Conflicts of Interest Disclosure Statement
Form F: Verification, Validation and Self-Certification Commitment
Form G: Proposal Bond
Form H: Contract Price
Form I: Price Breakdown
Form J: Proposer's List of Geotechnical Borings
Form K: Proposal Agreement

04/02/2014 - RFP No.: HSR13-57

Form A: Transmittal Letter

PROPOSER: _____

Proposal Date: _____

California High Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

Attn: _____

The undersigned Proposer submits this proposal in response to that certain Request for Proposals No. HSR 13-57 dated as of 04/02/2014, as amended (the "RFP"), issued by the California High Speed Rail Authority (the "Authority"), as described in the RFP.

Enclosed, and incorporated herein and made a part of this proposal, are the documents listed in Part A.8.3.

Proposer acknowledges receipt, understanding and full consideration of all materials posted on and the Project Website.

Proposer represents and warrants that it has read the RFP and agrees to abide by the contents and terms of the RFP and proposal.

Proposer certifies that this Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the Project Website, the Addenda and the Authority's responses to questions and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Contractor and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified the Authority of any deficiencies in or omissions from any RFP Documents or other documents provided by the Authority.

Proposer represents that all statements made in the Statement of Qualifications (SOQ) previously delivered to the Authority (as amended by any approved changes to the Proposer's organization) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal. Proposer agrees that such SOQ, except as modified by the enclosed Proposal, is incorporated as if fully set forth herein.

Proposer authorizes the Authority to make any inquiries necessary to verify the information presented in this form and attachments, and to obtain any financial information necessary to evaluate Proper Team's capability to supply the necessary financial support to the Project.

Proposer understands that the Authority may reject each proposal the Authority may receive.

04/02/2014 - RFP No.: HSR13-57

Proposer further understands that all costs and expenses incurred by it in preparing this proposal and participating in the Project procurement process will be borne solely by the Proposer.

Proposer agrees that the Authority will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this proposal.

This proposal shall be governed by and construed in all respects according to the laws of the State of California.

The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

PROPOSAL SECURITY: A bond payable to the Authority, in an amount equal to five percent of the Proposal Price is submitted herewith as a Proposal Security.

RECEIPT OF ADDENDA AND CLARIFICATIONS: The undersigned hereby acknowledges receipt of and has considered:

Addenda	Release Date
Addendum No. ##	

The Authority's responses to the Proposer's Request for Information and Clarification No. 1 through No. ### were issued in a series of emails to all Proposers to the addresses on file with the Authority.

Proposer's business address:

No. Street Floor or Suite

City State or Province ZIP or Postal Code Country

State or Country of Incorporation/Formation/Organization: _____

Signature of Official Representative

Printed Name

Title

Note: The Transmittal Letter is to be executed by the Proposer's duly authorized Official Representative identified on Form B.

04/02/2014 - RFP No.: HSR13-57

Form B: Identification of Proposer Team Members

NAME OF ENTITY	ROLE IN ORGANIZATION (Check all that apply)	NAME AND TITLE OF OFFICIAL REPRESENTATIVE
	Proposer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	

NAME OF ENTITY	ROLE IN ORGANIZATION (Check all that apply)	NAME AND TITLE OF OFFICIAL REPRESENTATIVE
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	
	☐ Equity Member ☐ Lead Contractor ☐ Guarantor ☐ Subcontractor ☐ Lead Designer	

Form C: Key Personnel Matrix

Proposer: _____

Proposer hereby commits that, if awarded the design-build contract for Construction Package 2-3 (Project), the Proposer will use the Key Personnel listed below for their stated positions and that, to the extent within the Proposer's control, such individuals will be available on a full time basis for the periods necessary to fulfill their Project-related responsibilities. Changes to Key Personnel from those proposed in the Statement of Qualifications must be pre-approved by the Authority.

Authority's Title	Proposer's Title	Employing Firm	Proposed Individual
Project Manager/Director			
Design Manager			
Construction Manager			
Quality Manager			
Environmental Compliance Manager			

_____
Signature of Official Representative

_____
Printed Name

_____
Title

04/02/2014 - RFP No.: HSR13-57

Form D: 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	☐ < $500K
Street Address:				
City, State Zip:			☐ No	☐ $500K-$2 Mil
Phone:				
Fax:			If "Yes": ☐ DBE ☐ SB	☐ $2 Mil-$5 Mil
Tax ID:				
Contact Person:		Age of Firm:	☐ Micro B	☐ > $5Mil
Email:			☐ DVBE	
Name:			☐ Yes	☐ < $500K
Street Address:				
City, State Zip:			☐ No	☐ $500K-$2 Mil
Phone:				
Fax:			If "Yes": ☐ DBE ☐ SB	☐ $2 Mil-$5 Mil
Tax ID:				
Contact Person:		Age of Firm:	☐ Micro B	☐ > $5Mil
Email:			☐ DVBE	
Name:			☐ Yes	☐ < $500K
Street Address:				
City, State Zip:			☐ No	☐ $500K-$2Mil
Phone:				
Fax:			If "Yes": ☐ DBE ☐ SB	☐ $2Mil-$5Mil
Tax ID:				
Contact Person:		Age of Firm:	☐ Micro B	☐ > $5Mil
Email:			☐ DVBE	
Name:			☐ Yes	☐ < $500K
Street Address:				
City, State Zip:			☐ No	☐ $500K-$2Mil
Phone:				
Fax:			If "Yes": ☐ DBE ☐ SB	☐ $2Mil-$5Mil
Tax ID:				
Contact Person:		Age of Firm:	☐ Micro B	☐ > $5Mil
Email:			☐ 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.

Signature of Official Representative

Printed Name

Title

Offering Organization Name, Address, and Telephone

04/02/2014 - RFP No.: HSR13-57

Form E: 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 the RFP.

04/02/2014 - RFP No.: HSR13-57

3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Signature of Official Representative

Printed Name

Title

Offering Organization Name, Address, and Telephone

04/02/2014 - RFP No.: HSR13-57

Form F: Verification, Validation and Self-Certification Commitment

The undersigned hereby unequivocally commits to developing and implementing a verification and validation process in accordance with the California High-Speed Rail Authority's "Verification, Validation and Self-Certification" requirements, stated in the "Verification, Validation and "Self-Certification" clause (Section 54.4) of the General Provisions and the Verification, Validation and Self-Certification Procedures.

_____
Signature of Official Representative

_____
Printed Name

_____
Title

04/02/2014 - RFP No.: HSR13-57

Form G: Proposal Bond

KNOW ALL PEOPLE BY THESE PRESENTS that:

WHEREAS the undersigned, _____

as Principal and _____
as Surety, are held and firmly bound unto the California High-Speed Rail Authority, a political subdivision of the State of California (hereinafter called "Authority") in the penal sum of five percent of the Total Contract Price ("Bonded Sum") of the Principal above named, submitted by said Principal to Authority for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a Proposal to Authority for performance of that certain work described as has been submitted by Principal to Authority.

DESIGN-BUILD SERVICES
FOR
CONSTRUCTION PACKAGE 2-3
INITIAL CONSTRUCTION SEGMENT
FOR THE
CALIFORNIA HIGH-SPEED RAIL PROGRAM

NOW THEREFORE, the condition of this bond is such that, if the aforesaid Principal withdraws its proposal or any revised proposal or best and final offer ("BAFO") in a manner not permitted by the Instructions to Proposers ("ITP"), or if Principal or anyone representing the Principal performs any prohibited activities specified in the ITP, or if Principal is awarded a contract in response to the RFP or any request for revised proposals or BAFOs and does not execute and deliver to Oblige such contract and provide all other documents (including, but not necessarily limited to, performance and payment bonds and insurance) set forth in the ITP, or if it is selected for negotiations and fails to negotiate in good faith or fails to execute and deliver the Contract and provide all other documents set forth in the ITP upon conclusion of negotiations in accordance with the ITP, then the Bonded Sum will be forfeited to Oblige as liquidated damages and not as a penalty, within 10 days after such failure; otherwise this obligation shall be null and void.

Surety, for value received, hereby stipulates and agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of Principal's proposal and Surety waives notice of any such extension(s).

Surety agrees that this bond shall automatically apply to any revised proposals or best and final offers submitted in response to a request for revised proposals issued as described in the ITP, and that if the Principal fails to provide a revised proposal in response to such a request, this bond shall remain valid with respect to the Principal's original proposal.

04/02/2014 - RFP No.: HSR13-57

In the event suit is brought upon this Bond by Authority and judgment is recovered, the Surety shall pay all costs incurred by Authority in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____day of

_____, 20 ____.

PRINCIPAL:	**SURETY:**
_____	_____
Company Name	Company Name
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

NOTE: Signatures of those executing for Surety must be acknowledged by a Notary.

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

04/02/2014 - RFP No.: HSR13-57

Form H: Contract Price

Fixed Price[1]: $ _____

Variable Price:

Class I Hazardous Waste[2]:	144,000	tons	$ _____	[price per ton] =	$ _____
Class II Hazardous Waste[2]:	288,000	tons	$ _____	[price per ton] =	$ _____

Total Variable Price: $ 0.00

Total Proposal Price [Fixed Price + Variable Price]: $ 0.00

_____
Signature of Official Representative

_____
Printed Name

_____
Title

Offering Organization Name, Address and Telephone

[1] Fixed Price - Form I

[2] See definition in Book I, Part B.2, General Provisions.

04/02/2014 - RFP No.: HSR13-57

Form I: Price Breakdown

FRA Cost Codes	Fixed Price Breakdown	Lump Sum
40-FC-8003, 40-FC-8004	Design Services (including Management, ICE, VV&SC)	$
40-FC-8005	Construction Services (including Administration and Management)	$
40-FC-8008	Surveying, Testing, QC and QA	$
40-FC-8009	Engineering Inspection, ISE	$
40-FC-4001	Demolition, Clearing and Site Preparation	$
40-FC-4002	Site Utilities: Utility Relocation, Railroads, etc.	$
40-FC-8007	Environmental: Professional Services, Legal, Permits, etc.	$
40-FC-4003	Environmental: Hazardous Material Removal/Mitigation	$
40-FC-4004	Environmental: Mitigation (Wetlands, Archaeology, etc.)	$
40-FC-1001	Track Structure: Viaduct	$
40-FC-1002	Track Structure: Major/Movable Bridge	$
40-FC-1004	Track Structure: Culverts and Drainage Structures	$
40-FC-1005	Track Structure: Fill and cut of more than 4 feet	$
40-FC-1006	Track Structure: At-grade (<4 feet)	$
40-FC-1008	Track Structure: Retaining Wall and Systems	$
40-FC-1011, 40-FC1012, 40-FC-1013, 40-FC-1014	Track Rehabilitation: All other work not HSR Track	$
40-FC-4005, 40-FC-4008	Non-HSR Structures: All related Work	$
40-FC-1018	Linear Structure: Fencing	$
40-FC-4006	Overhead: Office, Supervision and Management/Indirect Costs	$
40-FC-8005	Mobilization	$
	Fixed Price:	**$** 0.00

04/02/2014 - RFP No.: HSR13-57

Form J: Proposer's List of Geotechnical Borings

Based on the data in the ROW Maps, the Proposer is requested to identify its proposed geotechnical boring locations. This shall be delivered to the Authority within 60 days of receipt of RFP.

Proposer Name: _____

Proposer's Return Email Address: _____ Date: _____

Boring Number	Parcel Description	Station Location from Preliminary Design Plans	Comments

04/02/2014 - RFP No.: HSR13-57

Form K: Proposal Agreement

STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
HSR13-57
REGISTRATION NUMBER

1. This **Agreement** is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

2. The term of this Agreement is: See Exhibit A, Section C.2
3. The maximum amount of this Agreement is: $ 2,000,000.00
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CONSTRUCTION PACKAGE 2-3 OF THE FIRST CONSTRUCTION SEGMENT OF THE CALIFORNIA HIGH-SPEED RAIL PROGRAM

EXHIBIT A	SCOPE OF SERVICES	Pages 2-4 of 29
EXHIBIT B	BUDGET DETAIL AND PAYMENT PROVISIONS	Pages 5-6 of 29
EXHIBIT C	GENERAL TERMS AND CONDITIONS	Page 7 of 29
EXHIBIT D	SPECIAL TERMS AND CONDITIONS	Pages 8-14 of 29
EXHIBIT E	SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS	Pages 15-28 of 29
EXHIBIT F	REQUEST FOR PROPOSAL	Page 29 of 29

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto
These documents can be viewed at http://www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Contractor		**California Department of General Services Use Only**
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		
By (Authorized Signature)	Date signed (Do not type)	
Printed Name and Title of Person signing		
Address		
State of California		
Agency Name California High Speed Rail Authority		
By (Authorized Signature)	Date Signed (Do not type)	
Printed name and title of person signing		
Address 770 L Street, Suite 800, Sacramento, CA 95814		☐ **Exempt Per:**

04/02/2014 - RFP No.: HSR13-57

EXHIBIT A: SCOPE OF SERVICES

A. BACKGROUND, GOALS AND PURPOSE

1. The California High-Speed Rail Authority (Authority) requires professional design-build services to be performed in connection with Request for Proposals No. HSR No. 13-57, as amended (RFP), to design and construct Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Rail Program (the "Project"). The RFP is incorporated into this agreement (Agreement) by reference and made a part hereof as if set forth in full.

   The Project is located within the Counties of Fresno, Tulare and Kings, and the Cities of Hanford, Corcoran and Allen worth. It is bounded by East American Avenue to the north and approximately one mile north of the Tulare-Kern County line to the south.

   The Project will alignment will extend approximately 65 miles in length and include at-grade and aerial structures. The Project will include six viaducts, six bridges, one underpass and 30 overpass structures.

   Refer to the Scope of Work in Book 1, Part C.1 of the RFP for a more detailed description of the Project, including other major elements of Work.

2. The Authority has been authorized by its Board of Directors pursuant to Section 185036(a) of the California Public Utilities Code to select a Contractor to complete the design and construction of the Project.

3. The Authority has selected Contractor to participate in a competition with other proposers for the design and construction of the Project as described in the RFP.

4. Information regarding the technical and design requirements of the Project is contained in the RFP.

5. The Authority agrees to pay Contractor an amount not to exceed $2,000,000.00 as specified herein upon the completion of all tasks described below to the satisfaction of the Authority.

6. Contractor desires to participate in the design-build solicitation process for the Project by submitting a proposal ("Proposal") in response to the RFP.

7. The Authority shall review the Proposal submitted by the Contractor for adherence to the requirements in the RFP and may provide the Contractor with recommendations and require the Contractor to revise the original Proposal.

8. The Authority intends to enter into an agreement for the design and construction of the Project (the "Design-Build Contract") with the proposer that submits the Proposal providing the "best value" to the Authority, in accordance with the Instructions to Proposers ("ITP") included in the RFP.

04/02/2014 - RFP No.: HSR13-57

9. The Authority reserves the right to reject any and all Proposals and makes no guarantee that it will award a Design-Build Contract for the Project. The award of the Design-Build Contract is subject to Public Works Board approval regardless of price or scope.

10. The Authority reserves the right to re-advertise the RFP.

11. Contractor is advised that execution of this Agreement by the Authority does not constitute a commitment to undertake the Project or enter into a Design-Build Contract for all or any portion of the Project. It is possible that the environmental process will result in the selection of a no-build alternative for the Project or an alignment that differs from the preferred alignment identified in the Final EIR/EIS, as described above. Nothing contained in this Agreement is intended to modify, limit, or otherwise constrain the environmental process, or commit the Authority or any other entity to undertake any action with respect to the Project, including the selection of a design-build contractor for the Project or the design and construction of the Project.

B. SERVICES

1. Contractor agrees to prepare and submit a responsive Proposal for the Project by the due date specified in the ITP, in conformance with the terms of the RFP and with the requirements, terms, conditions, rules, and regulations of the solicitation process, identified in the RFP.

2. The documents included in the RFP and designated as the Contract Documents are provided by the Authority to establish the scope, level of quality and design intent for the development, design and construction of the entire Project. The Contractor shall not provide any exceptions to the RFP. The Contractor may propose Alternative Technical Concepts as described in ITP Part A.6.15.

3. Contractor shall furnish all material, labor, tools, equipment, apparatus, and facilities necessary to perform and complete in a workmanlike manner the services called for in this Agreement. Contractor warrants that all design and engineering services under this Agreement will be performed by firms and/or individuals holding appropriate professional licenses with the State of California (State).

4. Contractor agrees to execute and deliver the Design-Build Contract in the form provided by the Authority, as well as other documents required by Part A.10.4 of the ITP, if it is selected for award without negotiations. If Contractor is selected for negotiations, it agrees to negotiate in good faith with the Authority to finalize the Design-Build Contract terms, to execute and deliver the Design-Build Contract and to deliver other documents as required by Part A.10.4 of the ITP.

5. Contractor shall not have any contact or discussion with any appointed official, employee or staff member of the Authority California Department of Transportation, California Department of General Services, Federal Railroad Administration, or any of the firms identified in Table 3 of the ITP as being subject to Proposer ex parte communications regarding any element of the design-build proposal solicitation process or the Project

04/02/2014 - RFP No.: HSR13-57

except as specifically permitted by the RFP. Failure of Contractor to comply with this requirement shall constitute a material breach of this agreement, thereby relieving the Authority of any and all obligations for payment to Contractor and may result in Contractor's dismissal from further participation in the solicitation process as provided in ITP Part A.6.6. Such dismissal shall not constitute "Termination" for which Contractor may be entitled to payment as described in Exhibit D herein.

6. Contractor has been selected to perform the services identified herein, in part, because of the skills and expertise of key individuals and/or firms listed in the Contractor's Statement of Qualifications (SOQ) submitted in response to Authority's Request for Qualifications (RFQ), dated October 9, 2013. Substitution of any of the individuals and/or firms identified in Contractor's SOQ shall result in re-evaluation of Contractor's SOQ and is not allowed except with prior written approval of the Authority. If any substitution occurs without such approval, the Authority reserves the right to dismiss Contractor from further participation in the solicitation process. Such dismissal shall not constitute "Termination" for which Contractor may be entitled to payment as described in Exhibit D herein.

C. SCHEDULE OF SERVICES

1. All services shall be completed by the Proposal Deadline specified in the ITP unless an amendment to this agreement is executed which modifies the term of this Agreement.

2. This Agreement shall become effective upon the date of final approval by the Authority and shall continue until satisfactory completion of all services described herein unless otherwise terminated as herein provided.

D. AUTHORITY REPRESENTATIVE

1. For the purpose of this Agreement, Authority's representative (Authority Representative) authorized to direct services shall be the individual designated as the Authority's Point of Contact in the RFP.

2. The Authority Representative is not authorized by the Authority to make any commitments or changes that will affect the price, terms or conditions of this Agreement absent an amendment.

3. The Project representatives during the term of this Agreement will be:

California High-Speed Rail Authority:	**Contractor:**
770 L Street, Suite 800 Sacramento, CA 95614 Attention: Rebecca Harnagel Phone: (916) 324-1541 Email: CP23@hsr.ca.gov	

04/02/2014 - RFP No.: HSR13-57

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

A. Compensation

1. The consideration to be paid Contractor, as provided herein, shall be full compensation for all of Contractor's services and expenses, direct or indirect, including costs incidental to providing the services.

2. Total compensation for the services of this Agreement shall not exceed the sum of $2,000,000.00.

3. Neither Authority's review, approval of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of actions arising out of the performance of this Agreement.

B. Method of Payment

1. In consideration of and upon the full performance of the Services under this Agreement by Contractor, Authority hereby agrees to pay Contractor an amount not to exceed the sum of $2,000,000.00, to be paid within 60 days of approval of Contractor's invoice requesting payment except that no payments will be distributed until after the date of execution of the Design-Build Contract. Payment of such sum is conditioned upon Contractor's full conformance with all of the requirements of the Services as described in this Agreement and the RFP (including the timely delivery of the Proposal, including all drawings and other materials specified in the RFP), and no payment will be due if Contractor fails to meet any such requirement. Notwithstanding the foregoing, if Authority enters into a Design-Build Contract with Contractor, Contractor will not be entitled to compensation under this Agreement but instead will receive compensation as specified in the Design-Build Contract.

2. The amount of the payment shall be based upon the Contractor's documented costs incurred in performance of the Services and shall not exceed the lesser of $2,000,000.00 or the value of the work product delivered, as determined by the Authority. All costs shall be subject to audit by the Authority. Notwithstanding the foregoing, if Authority enters into a Design-Build Contract with Contractor, Contractor will not be entitled to compensation under this Agreement but instead will receive compensation as specified in the Design-Build Contract.

3. Contractor shall not be eligible to receive any payment hereunder if it files a protest after submission of Proposals in response to the RFP or otherwise contests the award of the Design-Build Contract.

4. Contractor shall not submit an invoice until one business day after the earlier to occur of (i) receipt of notification that the Authority has entered into a Design-Build Contract with another proposer, (ii) receipt of notification that the Authority will not award a Design-Build Contract, or (iii) expiration of the time period for award stated in the RFP, as the same may have been extended by the Authority pursuant to the terms of the RFP,

04/02/2014 - RFP No.: HSR13-57

without award having been made. Contractor may not submit an invoice if it has been advised by the Authority that its Proposal is non-responsive or otherwise failed to comply with any requirement of this Agreement.

5. Upon payment of said sum to Contractor, dismissal of Contractor from further participation in the solicitation process as provided herein or in the RFP, or upon delivery of the fully executed Contract to the Design-Build Contractor if it is selected for award, Authority will have no further financial obligation to Contractor under this Agreement, and Contractor agrees not to make or pursue any claim for additional compensation through any remedy or for any reason.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

04/02/2014 - RFP No.: HSR13-57

EXHIBIT C: GENERAL TERMS AND CONDITIONS

Under the California High-Speed Rail Authority's standardized contract process a hardcopy of Exhibit C can be found at the internet site:

http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

If you do not have internet access please contact the Authority Representative below to receive a copy:

Rebecca Harnagel
Program Management
Phone: (916) 324-1541
Email: CP23@hsr.ca.gov
770 L Street, Suite 800
Sacramento, CA 95614

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

A. TERMINATION

1. The Authority reserves the right to cancel the RFP in which case this Agreement shall be considered terminated for convenience upon delivery of notice of cancellation of the RFP.

2. Notwithstanding any provisions to the contrary in this Agreement, if this Agreement is terminated for convenience, the Contractor will be compensated for costs incurred up to the notice of the termination, not to exceed the lesser of the current Agreement amount or the value of the work product delivered, as determined by the Authority. All costs shall be subject to audit by Authority. No payments due hereunder will be distributed until sixty (60) days after the date of cancelation of the RFP.

3. Authority may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided.

4. In the event of termination for convenience, Contractor shall deliver forthwith to Authority all finished or unfinished studies, reports, special forms, schedules, designs, data, surveys, calculations, drawings, maps, models, photographs, electronic files and any other pertinent information prepared by Contractor under the terms of this Agreement. Such materials shall become the property of the Authority as described in Section D – Ownership of Materials.

5. Thereafter, if Authority should determine to complete the Project or substantially the same Project, Authority shall have the right to use any original tracings, drawings, calculations, specification estimates and other construction documents prepared under this Agreement by Contractor who shall make them available to Authority upon request without additional compensation.

B. LICENSING

Contractor, shall, without expense to Authority, be responsible for obtaining and maintaining any licenses and permits and for complying with any applicable Federal, State and municipal laws, codes and regulations, as necessary for the prosecution of Contractor's work.

C. RELEASE OF INFORMATION

Contractor shall not make any public information release in connection with services performed under this Agreement without advance written permission of Authority.

D. OWNERSHIP OF MATERIALS

1. All materials and documents developed in the performance of this Contract are the property of the Authority. The Authority shall have unlimited rights, for the benefit of the

Authority, in all drawings, designs, calculations, reports, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other Authority work at no additional cost to the Authority.

2. The Contractor shall deliver to the Authority, upon request, electronic copies of the documentation and design deliverables in both Portable Document Format (PDF) files and, where applicable, in editable native file format for the software applications used to prepare the deliverables required under this Contract. This includes, but is not limited to standard office software applications (word processing, spreadsheet, and presentations), technical analysis and modeling applications, graphics presentation applications and Computer Aided Design and Drafting (CADD) applications. CADD format files shall be fully editable by software specified by the Authority and conform to the Authority approved layering and naming conventions. Electronic files shall be delivered on removable compact disk (CD) or digital video disk (DVD) media as specified by Authority.

3. The Authority agrees to make no demand on the Contractor for responsibility for the Authority's use of such materials for any other Authority work which is not the subject of an agreement between the Authority and the Contractor for such use.

4. The Authority does not assume any obligation to employ the Contractor's services or pay Contractor any payments, fees, or royalties of any type as to future programs which may result from the services performed under this Contract.

5. Any works developed by the Contractor during and/or pursuant to this Contract including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to the Authority upon creation, and shall continue in the Authority's exclusive ownership upon termination of this Contract. The Contractor further intends and agrees to assign to the Authority all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

6. The Contractor agrees to cooperate with the Authority and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including, but not limited to, an assignment of copyright.

7. If the works developed hereunder are dependent upon any original works of authorship or intellectual property rights of third parties, the Contractor shall grant to or obtain for the Authority a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

8. Contractor acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Authority during the procurement process, excluding only the EPDs, are, upon their receipt by the Authority, the property of the Authority and are subject to the California

Public Records Act (Chapter 3.5, commencing with Section 6250, of Division 7 of Title I of the Government Code).

E. INTELLECTUAL PROPERTY

1. Except as otherwise specified in the RFP with respect to Escrowed Proposal Documents (EPDs), all work performed by Contractor and its team members pursuant to this Agreement shall be considered work for hire, and the products of such work , including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to Authority upon creation, and shall continue in Authority's exclusive ownership upon termination of this Agreement without restriction or limitation on their use. Contractor further intends and agrees to assign to Authority all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

2. Contractor agrees to cooperate with Authority and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including, but not limited to, an assignment of copyright.

3. Contractor shall place a copyright notice, as specified by Authority, on all design deliverables and documentation prior to issuance or publication so as to preserve Authority's copyright interests to the maximum extent permitted by law.

4. Contractor agrees not to incorporate into or make the works developed dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining Authority's prior written permission, and (b) granting to or obtaining for Authority a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display and distribute, for any purpose whatsoever, any such prior words.

F. WAIVER

No waiver of any condition, requirement or right expressed in this Agreement shall result from any forbearance of the Authority to declare a default.

G. BROKERAGE OR CONTINGENT FEES

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon understanding or contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, Authority shall, in addition to other remedies provided by law, have the right to terminate this Agreement without liability and shall be relieved of the payment of any consideration to Contractor.

04/02/2014 - RFP No.: HSR13-57

H. RELEASE OF CLAIMS

The acceptance by Contractor of final payment shall be and shall operate as a release to Authority of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement and for every act and neglect of Authority and others relating to or arising out of this Agreement.

I. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement 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 Contractor, his agents, representatives, or employees.

1. Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

   b. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

   c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

   Contractor shall maintain limits no less than:

General Liability: (Including operations, products & completed operations, as applicable.)	$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability:	$1,000,000 combined single limit per accident for bodily injury and property damage.
Employer's Liability:	$1,000,000 per accident for bodily injury or disease.
Professional Liability:	$1,000,000 per occurrence and annual aggregate.

04/02/2014 - RFP No.: HSR13-57

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions applying to General Liability and Automobile Liability must be declared to and approved by Authority. At the option of Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

a. Commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

   i. The Authority, its officers, agents, officials, employees and volunteers are to be added as additional insured's to the Contractor's general liability policy as respects for liability arising out of work or operations performed by or on behalf of Contractor. The Contractor must evidence an additional insured endorsement along with the certificate of insurance indicating the Authority has been added as an additional insured. For the Contractor's automobile liability policy, the definition of "who is an insured" must include entities from which the Contractor is working for as additional insureds.

   ii. For any claims related to this Project, Contractor's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

   iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by U.S. mail.

b. The workers' compensation and employer's liability policy shall be endorsed to contain the following provisions:

   i. The insurer waives any right of recovery the insurer may have against Authority, its officers, officials, employees and volunteers because of payments the insurer makes for injury or damage arising out of the work done under Agreement with Authority.

   ii. Verification of Coverage: Contractor shall furnish Authority with original certificates and all related endorsements as required in this section. All certificates and endorsements are to be received and approved by Authority before work commences. Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

04/02/2014 - RFP No.: HSR13-57

c. Insurance companies issuing any of the policies required by these provisions shall have an AM Best Key Rating Guide rating of "A-" or better and a financial size category rating of "VII" or better. Any other rating classification requires Authority approval.

d. Contractor shall ensure that all Subcontractors procure insurance meeting the requirements of these provisions.

e. Authority Remedies: Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, Authority, may, in its sole discretion, terminate this Agreement.

J. COMPUTER SOFTWARE USE

Contractor certifies that it has appropriate systems and controls in place to ensure that Authority funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

K. LABOR PROVISIONS

1. To the extent that the work performed by Contractor hereunder includes construction work as defined in the Labor Code (including inspection and land surveying), Contractor warrants that all mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices employed by Contractor or any subcontractor at any tier for any work hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, State or local law, regulation or ordinance), the full amounts due at the time of payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of California, commencing at Section 1770 et seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40 U.S.C. 267a, et seq.), regardless of any contractual relationship which may be alleged to exist between Contractor or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at Authority's offices and will be made available to Contractor upon request. Contractor shall post a copy thereof at each job site at which work hereunder is performed.

2. In addition to the foregoing, Contractor agrees to comply with all other provisions of the Labor Code of the State of California, the Federal Contract Work Hours and Safety Standards Act, (40 U.S.C. 327-333), and the Copeland regulations of the Secretary of Labor (29 CFR 3), which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours,

payroll records and apprenticeship employment and regulation program. Contractor agrees to insert or cause to be inserted the preceding clause in all subcontracts which provide for workers to perform construction work as defined in the Labor Code, regardless of the subcontractor tier.

C. ENTIRE AGREEMENT

This is the final, complete and entire agreement between the parties and it supersedes any and all prior or contemporaneous agreements, communications or representations between the parties, either oral or in writing, relating to the subject matter of this Agreement, except as expressed herein.

D. CLAIMS AND DISPUTES

The parties hereto mutually agree that the resolution of any claim or disputes arising under this Agreement shall be resolved pursuant to the following:

1. If Contractor disputes any action by Authority's Representative arising under or out of the performance of this Agreement, Contractor shall notify Authority's Representative of the dispute in writing within seven (7) calendar days of the Authority's action and request a claims decision. Authority's Representative shall issue a decision within 30 days of Contractor's notice. If Contractor disagrees with Authority Representative's decision, Contractor shall submit a claim to the Contracting Officer. The Contracting Officer shall issue a decision within 15 days of receipt of Contractor's claim. The decision of the Contracting Officer shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the Agreement and determinations or applications of the law. The decision shall be in writing following an opportunity for Contractor to present oral or documentary evidence and arguments in support of the claim. This administrative process must be followed before taking any court action.

2. In the event of litigation between Contractor and Authority after all administrative remedies have been exhausted, litigation shall be commenced in an appropriate court of competent jurisdiction within Sacramento County, State of California.

Contractor agrees to proceed with all work ordered by Authority pending the outcome of any dispute, claim or litigation.

EXHIBIT E: SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

A. Federal Requirements

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

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

B. Compliance with Federal Requirements

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

C. Federal Procurement Standards

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

D. Federal Lobbying Activities Certification

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

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

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

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

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

E. Debarment and Suspension

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

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

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

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by an Federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;

3. Does not have a proposed debarment pending, and has not been indicted or otherwise criminally or civilly charged;

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud, or official misconduct or any other offense listed in 2 C.F.R. Part 180.800 within the past three years; and

5. Have not had one or more public transactions (Federal, State and local) terminated within the preceding three years for cause of default.

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

F. Civil Rights

The following requirements apply to this Agreement:

1. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Contractor agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age, or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

2. Equal Employment Opportunity: The following equal employment opportunity requirements apply to this Agreement:

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

04/02/2014 - RFP No.: HSR13-57

selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

b. Age: In accordance with Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, the Contractor agrees to refrain from discriminating against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

c. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor also agrees that it will comply with the requirements of U.S. DOT, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, 290 dd-3, and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

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

G. ARRA-Funded Project

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

04/02/2014 - RFP No.: HSR13-57

H. Enforceability

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

I. Reprints of Publications

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

J. Prohibition on Use of ARRA Funds

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

K. Wage Rate Requirements

The Contractor assures that it and its sub-recipients shall fully comply with ARRA, Provision 1606, and 49 U.S.C. § 24405(c)(2), and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by, or assisted in whole or in part by, and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of 40 U.S.C. Chapter 31 (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code. For Project components that use or would use rights-of-way owned by a railroad, the Grantee shall comply with the provisions of 49 U.S.C. § 24405(c)(2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Grantee will comply with the provisions of 40 U.S.C. § 3141 et seq.

L. Inspection of Records

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

04/02/2014 - RFP No.: HSR13-57

1. Examine any records that directly pertain to, and involve transactions relating to, this contract; and

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

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

M. Whistleblower Protection

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

1. Gross mismanagement of a contract relating to ARRA funds

2. A gross waste of ARRA funds

3. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds

4. An abuse of authority related to implementation or use of ARRA funds

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

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

N. Fraud and False Claims Act

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

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

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

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

O. Fly America

The Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. 310-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. fly carrier was not available or why it was necessary to use a foreign air carrier, and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all Subcontracts that may involve international air transportation.

P. Site Visits

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

Q. Labor Provisions

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

R. Labor Protective Arrangements

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

S. Existing Inter-City Rail

49 U.S.C. § 24405(d) requires any entity providing intercity passenger railroad transportation on FRA funded projects to comply with certain requirements with respect to its employees and the employees of preexisting intercity passenger services. The Contractor shall comply with the applicable provision of 49 U.S.C. § 24405(d) to the extent it is or becomes a provider of intercity passenger railroad transportation. If it is not the operator or provider of intercity-passenger rail services benefitting from the Project funded under this Agreement, then it shall notify its selected operator of the requirements imposed by section 24405(d).

T. Small Business and Disadvantaged Business Enterprises

The Authority encourages the Contractor to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract. The Authority has established a Revised Small and Disadvantaged Business Enterprise (DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a ten percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority's contracting and procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

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

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

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

The Contractor shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes. For more detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies and other performance related factors, refer to the Authority's Small and Disadvantaged Business Enterprise Program.

U. Patent Rights

If any invention, improvement, or discovery of the Contractor or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign county, the Contractor agrees to notify the Authority immediately and provide a detailed report. The rights and responsibilities of the FRA, third party contractors, and the Authority with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, or any waiver thereof.

If the Contractor secured a patent with respect to any invention, improvement, or discovery of the Contractor or any of its third party contractors or first actually reduced to practice in the course of or under this Project, the Contractor agrees to grant the FRA a royalty-free, non-exclusive, and irrevocable license to use and authorize others to use the patented device or process for Federal Government purposes.

The Contractor agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under this Project.

V. Rights in Data and Copyright

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

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

1. Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the FRA, until such time as the FRA may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to grant agreements with academic institutions.
2. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or other use, and to authorize others to use, for Federal Government purposes:
   i. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or other third party contract, irrespective of whether or not a copyright has been obtained; and
   ii. Any rights of copyright to which a Grantee, subgrantee, or a third party contractor purchases ownership with Federal assistance.

When the FRA provides assistance for a Project involving planning, research, or development, it is generally FRA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FRA determines otherwise, the Contractor understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FRA may make available to any FRA Grantee, subgrantee, third party contractor, or third party subcontractor, either FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FRA may direct.

To the extent permitted by State law, the Contractor agrees to indemnify, save and hold harmless FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or

04/02/2014 - RFP No.: HSR13-57

intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Contractor shall not be required to indemnify FRA for any such liability arising out of the wrongful acts of employees or agents of FRA.

Nothing contained in this section on rights in data, shall imply a license to FRA under any patent or to be construed as affecting the scope of any license or other right otherwise granted to FRA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Contractor by FRA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Grantee Contractor at the time of delivery of such work.

The Contractor agrees to include the requirements of this section of this Agreement in its lower-tier sub-contracts for planning, research, development, or demonstration under the Project.

W. Recycling Certification

The Contractor shall comply with all applicable requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

X. Environmental Protections

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, as amended, including, any amendments, but not limited to, the followings:

1. Clean Air: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency (EPA). The Contractor will notify the Authority as soon as it or any contractor or subcontractor receives any communication from the EPA indicating that any facility that will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.

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

3. Energy Conservation: The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 et seq.)
4. Agreement Not To Use Violating Facilities: The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
5. Environmental Protection: The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.
6. Incorporation of Provisions: The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding $50,000 financed in whole or in part with federal assistance provided by the FRA.

Y. Safety Oversight

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all Work performed under this Contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Z. Reporting Requirements

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

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

04/02/2014 - RFP No.: HSR13-57

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

04/02/2014 - RFP No.: HSR13-57

EXHIBIT F: REQUEST FOR PROPOSAL

RFP No. HSR 13-57 is incorporated herein by reference as if attached hereto.

The RFP includes the following:

- Instructions to Proposers
- Book I – Contract Requirements
- Book II – Environmental and Third Party Agreements
- Book III – Design Criteria and Directive Drawings
- Book IV – Supplemental Contract Requirements
- Reference Materials

The RFP may be amended during the course of the RFP process. All references to the RFP in this Agreement are to the most recent version of the RFP, as amended, unless expressly stated otherwise.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

04/02/2014 - RFP No.: HSR13-57

Part C. Certifications

Cert. 1: Proposer Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
Cert. 3: Non-Collusion Affidavit
Cert. 4: Organizational Conflicts of Interest Affidavit
Cert. 5: Equal Employment Opportunity Certification
Cert. 6: Non-Discrimination Certification
Cert. 7: Certification Regarding Lobbying
Cert. 8: Drug Free Workplace Program Certification
Cert. 9: Buy America Certifications
Cert. 10: Iran Contracting Certification
Cert. 11: Darfur Contracting Act Certification
Cert. 12: Certification Regarding Miscellaneous State Requirements
Cert. 13: Proposer's Overall Project Small Business Goal Commitment Affidavit
Cert. 14: Escrowed Proposal Documents Certification

04/02/2014 - RFP No.: HSR13-57

Cert. 1: Proposer Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Primary Covered Transactions

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

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, the undersigned 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.

[Certification continued on next page]

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. 2).

	Offering Organization Name, Address, and Telephone
Signature of Official Representative	
Printed Name	
Title	

Cert. 2: Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

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

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

- 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.

Offering Organization Name, Address, and Telephone

Signature of Official Representative

Printed Name

Title

04/02/2014 - RFP No.: HSR13-57

Cert. 3: Non-Collusion Affidavit

State of _____§
§
§
County of _____§

The undersigned declares:

I am the _____ of _____,
(Position / Title) (Company)
he 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 of the Price Proposal, or of 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 Price Proposal, submitted his or her Price Proposal 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.

_____
Signature of Official Representative

_____
Printed Name

_____
Title

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

2014-0110 – RFP No.: HSR13-57 – REVIEW ONLY
04/02/2014 - RFP No.: HSR13-57

Cert. 4: Organizational Conflicts of Interest Affidavit

Before me, the undersigned authority, personally appeared _____ who, after being by me duly sworn, on oath deposed as follows:

My name is _____ I am the _____
(Entity's Official Representative Printed Name) (Title)

of _____
(Entity Name)

I am of sound mind, capable of making this affidavit – over 21 years of age, and personally acquainted with the facts herein stated. I am duly authorized to make this affidavit and do hereby on oath state the following:

I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

> An **"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 Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

1. _____, its officers, employees, and agents, are subject
(Entity Name)
to the provisions of the, AUTHORITY's Conflict of Interest Policy.

   A diligent search of the relationships and interests of _____
(Entity Name)
its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from Request for Proposals No. 13-57 or any contract that may be entered as a result of this Request for Proposals.

2. _____, its officers, employees, and agents, do not
(Entity Name)
have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
3. If an Organizational Conflict of Interest is discovered at any time in the future,

04/02/2014 - RFP No.: HSR13-57

_____ will submit an Organizational Conflicts of
(Entity Name)
Interest Disclosure Statement (Form J), notifying the AUTHORITY of the existence and nature of the conflict within three (3) Working Days following the discovery of the Organizational Conflict of Interest.

_____
Signature of Official Representative

_____
Printed Name

_____
Title

State of _____§
§
§
County of _____§

Subscribed and sworn to before me, the undersigned authority, this day personally appeared

_____and on oath stated that the facts contained in this Affidavit are true to the best of his or her knowledge or belief.

Sworn to and Subscribed before me on this _____ day of _____, 20 _____

[SEAL]

_____
Notary Signature

Notary Public in and for the: _____
(Name of State)

My commission expires on: _____

2014-0110 – RFP No.: HSR13-57 – REVIEW ONLY
04/02/2014 - RFP No.: HSR13-57

Cert. 5: Equal Employment Opportunity Certification

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 of Official Representative

_____
Printed Name

_____
Title

Offering Organization Name, Address, and Telephone

Cert. 6: 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.

	Offering Organization Name, Address, and Telephone
Signature of Official Representative	
Printed Name	
Title	

04/02/2014 - RFP No.: HSR13-57

Cert. 7: 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.

Offering Organization Name, Address, and Telephone

Signature of Official Representative

Printed Name

Title

Cert. 8: Drug Free Workplace Program Certification

(This certification applies to construction work sites only.)

By submission of an offer, the Proposer certifies and agrees that, with respect to the Proposer and all employees of the Proposer to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program clause of the General Provisions (Book I, Part B.2, Section 27).

Failure of the Proposer to have a drug-free workplace program that complies with this certification and the clause in the General Provisions, and which is available for Authority review and approval as part of the Authority's pre-award responsibility survey, will be deemed a lack of responsibility rendering the Proposer ineligible for award.

	Offering Organization Name, Address, and Telephone
Signature of Official Representative	
Printed Name	
Title	

Cert. 9: Buy America Certifications

The Proposer/Contractor shall comply with 49 U.S.C. § 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted.

Certificate of Compliance with 49 U.S.C. § 24405(a)

- The Proposer/Contractor hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a) (1).

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. § 24405(a)[1]

- The Proposer/Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) buy it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a) (2) and has provided the Authority with a written Buy America waiver justification.

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

[1] *Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a) above, shall be provided as an attachment to this Certification form.*

Cert. 10: Iran Contracting Certification

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

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

- It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or
- It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this RFP HSR 13-57 Design-Build Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Rail Program.

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

	Offering Organization Name, Address, and Telephone
Signature of Official Representative	
Printed Name	
Title	

Cert. 11: 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. _____ Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

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

OR

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

Certification for Paragraph No. 3

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

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

04/02/2014 - RFP No.: HSR13-57

Cert. 12: Certification Regarding Miscellaneous State Requirements

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

Entity Name (Printed)	Federal ID Number
By (Official Representative 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.)
- **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.)
- **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.
- **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.

Cert. 13: Proposer's Overall Project Small Business Goal Commitment Affidavit

AFFIDAVIT

STATE OF _____§
§
§
COUNTY OF _____§

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

_____
(Name)
is the Official Representative of

_____,
(Proposer's Name)
the Proposer submitting the foregoing Proposal.

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

The Proposer has carefully examined all documents that form this Request for Proposal and is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Rail Program, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of Title VI, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

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

_____
Signature of Official Representative

_____
Printed Name

_____
Title

Cert. 14: Escrowed Proposal Documents Certification

The undersigned does hereby certify that s/he has personal knowledge of the preparation of the proposal cost and pricing documents, that s/he has examined the documents, and that, to the best of his/her knowledge, the documentation is complete and accurate and otherwise complies with the Authority's "Escrowed Proposal Documentation" clause relating to this solicitation.

	Offering Organization Name, Address, and Telephone
Signature of Certifying Representative	
Printed Name	
Title	

04/02/2014 - RFP No.: HSR13-57