California High-Speed Rail Authority

Request for Qualifications for Project and Construction Management Services for Construction Package 2-3

RFQ No.: HSR13-81

April 3, 2014

Table of Contents

1.0 OVERVIEW AND GENERAL INFORMATION 1
1.1 DEFINITIONS 1
1.1.1 ACRONYMS 4
1.2 AUTHORITY'S DESIGNATED POINT-OF-CONTACT 5
1.3 STATEMENT OF QUALIFICATIONS SUBMITTAL INFORMATION 6
1.3.1 Amendments to Request for Qualifications 7
1.3.2 Non-Commitment of the Authority 7
1.3.3 Late Submittals: 7
1.3.4 Modification or Withdrawal of SOQs: 7
1.3.5 Property Rights 7
1.3.6 Improper Communications and Contacts 8
2.0 BACKGROUND 8
3.0 DESCRIPTION OF WORK 9
4.0 STATEMENT OF QUALIFICATIONS REQUIREMENTS 12
4.1 GENERAL REQUIREMENTS 12
4.2 TRANSMITTAL LETTER 12
4.3 EXECUTIVE SUMMARY 13
4.4 CONTENTS OF THE SOQ 13
4.4.1 PAST PERFORMANCE AND EXPERIENCE 13
4.4.1.1 REFERENCES 13
4.4.2 ORGANIZATION AND KEY PERSONNEL 13
4.4.2.1 STAFFING PLAN 14
4.4.2.2 KEY PERSONNEL AND ROLES 14
4.4.2.2.1 DESIGN-BUILD OVERSIGHT MANAGER/PCM PROJECT MANAGER 14
4.4.2.2.2 QUALITY, VERIFICATION, VALIDATION, & SELF-CERTIFICATION OVERSIGHT MANAGER 15
4.4.2.2.3 CONSTRUCTION OVERSIGHT MANAGER 15
4.4.2.2.4 ENGINEERING OVERSIGHT MANAGER 15
4.4.2.2.5 PROJECT CONTROLS OVERSIGHT MANAGER 15
4.4.2.2.6 ENVIRONMENTAL OVERSIGHT MANAGER 15
4.4.2.2.7 THIRD PARTY AND UTILITY OVERSIGHT MANAGER 16
4.4.2.2.8 SAFETY AND SECURITY OVERSIGHT MANAGER 16
4.4.3 UNDERSTANDING OF PROJECT ELEMENTS AND REQUIREMENTS 16
4.4.4 SMALL BUSINESS PARTICIPATION 16
4.5 ORGANIZATIONAL CONFLICTS OF INTEREST 17
4.6 CONFIDENTIALITY 18

5.0 EVALUATION AND NEGOTIATION 19
5.1 STATEMENT OF QUALIFICATIONS REVIEW 19
5.2 STATEMENT OF QUALIFICATIONS AND DISCUSSIONS/INTERVIEWS EVALUATION 19
5.3 CONTRACT NEGOTIATION PROCESS 19
6.0 ADDITIONAL REQUIREMENTS RELATED TO THE CONTRACT FOR PCM SERVICES 20
6.1 LICENSING REQUIREMENTS 20
6.2 INSURANCE 20
6.3.1 Workers' Compensation Insurance 20
6.3.2 General Liability Insurance 20
6.3.3 Automobile Liability Insurance 21
6.3.4 Professional Liability (Errors & Omissions) Insurance 21
6.3.5 Environmental Professional Liability Insurance 21
6.3.6 Other Provisions or Requirements 21
6.4 RECYCLING CERTIFICATION 24
6.5 DISADVANTAGED BUSINESS ENTERPRISES 24
6.5.2 Small and Disadvantaged Business Enterprise Program 24
6.6 SUBCONTRACTING 25
6.7 Prevailing Wages 25
6.8 FORCE MAJEURE 25
7.0 PROTEST PROCEDURES 26
7.1 APPLICABILITY 26
7.2 REQUIRED EARLY COMMUNICATION FOR CERTAIN PROTESTS 26
7.3 DEADLINES FOR PROTESTS 26
7.4 CONTENT OF PROTEST 26
7.5 FILING OF PROTEST 27
7.6 COMMENTS FROM OTHER OFFERORS 27
7.7 BURDEN OF PROOF 27
7.8 DECISION ON PROTEST 27
7.9 LIMITATION ON THE AUTHORITY'S LIABILITY 27

List of Tables

Table 1: Key RFQ Dates: 6

List of Figures

Figure 1: High-Speed Rail Delivery Organization 11

List of Attachments

Attachment A: Scope of Work

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

Attachment C: Criteria for Evaluation of Discussions

Attachment D: General Terms and Conditions (GTC-610)

Attachment E: Additional State Provisions

Attachment F: Relevant Federal Requirements from Grant/Cooperative Agreement

List of Forms and Certifications

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

1.0 Overview and General Information

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

- The California High-Speed Rail Authority (Authority) is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offerors) for Project and Construction Management (PCM) Services. The purpose of this RFQ is to award a contract to one (1) Offeror to provide PCM Services to oversee the Design-Builder for Construction Package 2-3 of the California High-Speed Rail System (System) in California's Central Valley.
- This procurement consists of evaluating SOQs in response to this RFQ with the intent to award a contract to a successful, responsive, responsible Offeror whose qualifications conform to the requirements of this RFQ and are considered the most qualified by the Authority.
- The contract period will start with a Notice to Proceed (NTP) that is anticipated to be issued up to six (6) months prior to the Design-Build Contract NTP for Construction Package 2-3 and extend up to one (1) year beyond substantial completion of Construction Package 2-3.
- The estimated dollar value for this contract may range from $45 million to $65 million for a negotiated not-to-exceed budget.
- The RFQ shall follow the process in California Code of Regulations, Title 21, Division 6, Section 10000.1 et seq., based on the factors/criteria contained in Attachment B and Attachment C.
- Offerors will be required to commit to exercise good faith efforts to achieve the Authority's 30 percent utilization goal for Small Business and Disadvantaged Business Enterprises (see Form A and Cert. 2).
- Negotiations shall be held with the top ranked Offeror.
- The RFQ will be available in electronic format only on the State's Contract Register at (www.bidsync.com) and on the Authority's website at (www.hsr.ca.gov).
- All questions regarding this RFQ must be submitted in writing through (www.bidsync.com) by 4:00PM on April 18, 2014, for the benefit of all Offerors.

1.1 Definitions

Definitions are set forth more fully, and incorporated herein, in the Design-Build Contract for Construction Package 2-3 (CP 2-3) RFP Number HSR 13-57. Additional definitions relating to the Project and Construction Management (PCM) contract are as follows:

Agreement – The contract between the Authority and the successful Offeror for PCM Services for CP 2-3.

Authority – California High-Speed Rail Authority

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

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

Contract Manager – The representative from the Authority managing the PCM Contract for CP 2-3.

Day – Calendar day.

Design-Builder – The Design-Builder performing the design and construction work for Construction Package 2-3 as detailed in the Design-Build Contract.

Design-Build Contract – The contract between the Design-Builder and the Authority for design-build services to be performed for Construction Package 2-3, HSR 13-57.

Disadvantaged Business Enterprise (DBE) – A Disadvantaged Business Enterprise (DBE) is a small business concern that is at least 51 percent owned and whose management and daily business operations are controlled by "socially and economically disadvantaged individuals," as that phrase is defined in 49 C.F.R. Part 26.

Disabled Veteran Business Enterprise (DVBE) – A for-profit small business concern that is at least 51 percent owned by a veteran of the United States military, which has at least a 10 percent service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services. This definition applies where the contracts in question are 100 percent state-funded.

First Construction Segment – Construction Packages 1 through 5, extending from Avenue 17 in the County of Madera to Allen Road in the County of Kern, plus rail.

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

Key Personnel – Those individuals identified in the Offeror's SOQ to fill the positions specified in Section 4.4.2.2.

Licensed Professional Engineer (PE) – An engineer that is licensed in the State of California pursuant to the Professional Engineers Act (Business and Professions Code section 6700, et seq.).

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

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

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

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

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

Project – The portion of the First Construction Segment bounded by East American Avenue in the County of Fresno and a point approximately one mile north of the Tulare/Kern county line in the County of Tulare. Also referred to as Construction Package 2-3 or CP 2-3.

Project and Construction Management (PCM) – The Offeror that enters into a contract with the Authority to provide PCM Services for Construction Package 2-3.

Project and Construction Management (PCM) Manual – Practices and procedures to be employed by the PCM in oversight of the Design-Build contracts.

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

a. For U.S. DOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. Part 26.65 (b). Certified SB firms participating in U.S. DOT-assisted contracts are not required to have a principal office located in California. Both State and/or Federal certified SB firms are eligible to be credited toward meeting the SB goal on a U.S. DOT-assisted contract.

b. For 100 percent State-funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed $14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

State – The State of California.

Subcontractor – Defined as follows:

a. Prior to award of the PCM contract, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, or that will enter into a sub-subcontract for any part of the Work, at any tier; or

b. After award of the PCM contract, any Person with whom the Offeror has entered into a subcontract for any part of the Work, or with whom any subcontractor has further subcontracted any part of the Work, at all tiers.

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

Work – All of the work required under the PCM contract, including all administrative, design, engineering, permitting, environmental compliance oversight, coordination, supervision, management, testing, verification, labor, materials, equipment, documentation, and other duties and services to be furnished and provided by Offeror.

1.1.1 Acronyms

ARRA – American Recovery and Reinvestment Act of 2009

ATC – Alternate Technical Concept

CalSTA – California State Transportation Agency

Caltrans – California Department of Transportation

CEQA – California Environmental Quality Act of 1970

CMS – Construction Management Software

CO – Change Order

CP 2-3 – Construction Package 2-3

CSEP – Certified Systems Engineering Professionals

DBE – Disadvantaged Business Enterprise

DGS – California Department of General Services

DVBE – Disabled Veteran Business Enterprise

FOIA – Freedom of Information Act

FRA – Federal Railroad Administration

ICE – Independent Checking Engineer

INCOSE – International Council on Systems Engineering

ISE – Independent Site Engineer

MB - Microbusiness

MQP – Master Quality Plan

NEPA – National Environmental Policy Act of 1969

NTP – Notice to Proceed

PCM – Project and Construction Management

PE – Professional Engineer

PMIS – Project Management Information Systems

QAP – Quality Assurance Plan

QMS – Quality Management System

RAMS – Reliability, Availability, Maintainability, Safety

RFI – Request for Information

RFQ – Request for Qualifications

RFP – Request for Proposals

SBE – Small Business Enterprise

SONO – Statement of No Objection

SOQ – Statement of Qualifications

SSHASP – Site-Specific Health and Safety Plan

SSMP – Safety and Security Management Plan

SSPOP – Safety and Security Program Oversight Plan

SSSP – Site-Specific Security Plan

U.S. DOT – United States Department of Transportation

V&V – Verification and Validation

1.2 Authority's Designated Point-of-Contact

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

Rebecca Harnagel, P.E.
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) 403-2682

Fax: (916) 322-0827
Email: CP23@hsr.ca.gov

Persons intending to submit SOQs for this contract shall not contact or discuss any items related to this process with any Authority Board member or Authority staff other than Ms. Harnagel. Failure to comply with this communication prohibition may result in disqualification.

1.3 Statement of Qualifications Submittal Information

Table 1: Key RFQ Dates:

Key Dates	Activity Description
April 3, 2014	Final RFQ advertised and issued to prospective respondents.
April 8, 2014	Pre-bid conference location: Visalia Convention Center 303 East Acequia Avenue, Visalia, CA 93291 1:30pm Pacific Daylight Time The pre-bid conference is not mandatory.
April 18, 2014	Last day to submit written questions.
April 25, 2014	Responses to questions submitted.
May 16, 2014	SOQs due to The Authority's office by 4:00 PM Pacific Daylight Time.
Week of May 27, 2014	Discussions/Interviews with Offerors held in Sacramento, CA.
June 2, 2014	Notice of Selection
Week of June 9, 2014	Negotiation with selected Offeror
July 8, 2014	Authority Board consideration of contract award

SOQs submitted in response to this RFQ shall include one original and six (6) hard copies in separate 3-ring binders contained in a sealed shipping package. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Offeror's name and numbered 1 through 6 on their spines. Each Offeror shall include one electronic version of its SOQ in a searchable .pdf format on a DVD. SOQs must be received no later than 4:00 PM, May 16, 2014, addressed as follows:

MAILED OR HAND-DELIVERED TO:

Attention: Rebecca Harnagel
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

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

RFQ No.: HSR13-81

California High-Speed Rail Authority
Project and Construction Management Services for Construction Package 2-3 Statement of Qualifications

Offeror: _____

1.3.1 Amendments to Request for Qualifications

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

1.3.2 Non-Commitment of the Authority

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

1.3.3 Late Submittals:

In accordance with California Public Contract Code section 10344, SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, electronic mail (e-mail) and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. A SOQ is late if received any time after 4:00 PM, May 16, 2014. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror.

1.3.4 Modification or Withdrawal of SOQs:

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

1.3.5 Property Rights

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become property of the Authority. All material developed and produced for the Authority under the contract for PCM Services shall belong exclusively to the State of California. All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

1.3.6 Improper Communications and Contacts

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

The specific rules of contact are as follows:

A. After submittal of SOQs, no Offeror or any of its team members may communicate with another Offeror or its team members with regard to the RFQ or any other team's SOQ, with the exception of subcontractors that are shared between two or more Offeror Teams. In such cases, those subcontractors may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams. Contact among Offeror organizations is allowed during Authority sponsored informational meetings.
B. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point-of-Contact (see Section 1.2 of this RFQ) and Offeror's RFQ manager.
C. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding this RFQ or the procurement described herein with any member of the Authority Board or with any Authority staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement or the Project.
D. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFQ.
E. The Offerors shall not contact the entities listed below, including any employees, representatives, and members:
    1. Federal Railroad Administration (FRA)
    2. California State Transportation Agency (CalSTA)
    3. California Department of Transportation (Caltrans)
    4. California Department of General Services (DGS)
    5. California High-Speed Rail Authority (except as provided in this RFQ)
F. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
G. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.

2.0 Background

The Authority is responsible for planning, design, construction, maintenance and operation of the first high-speed rail system in the nation. The California High-Speed Rail System (System)

will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. Phase 1 service will connect the San Francisco Bay Area to the Los Angeles Basin in under three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

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

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

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

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

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

- California High-Speed Rail Program Revised 2012 Business Plan (April 2012) http://www.hsr.ca.gov/docs/about/business_plans/BPlan_2012_rpt.pdf

- US DOT FRA Grant/Cooperative Agreement FR-HSR-009-10-01 (and subsequent amendments) http://www.hsr.ca.gov/docs/about/funding_finance/funding_agreements/FR-HSR-0009-10-01-05.pdf

3.0 Description of Work

See Attachment A for the full scope of Work.

The purpose of the PCM role is to enhance the Authority's ability to effectively manage multiple large contracts required to deliver the First Construction Segment. The PCM provides the expertise and manpower to manage the Design-Build Contract under the direction and support of the Authority. The PCM will be co-located in the space provided by the Design-Builder.

This RFQ is intended to procure the PCM that will provide the expertise and manpower and represent the Authority in the management of the Design-Build contract for Construction Package 2-3, which will extend from East American Avenue near the city of Fresno to a point approximately one mile north of the Tulare/Kern county line. The PCM shall be thoroughly knowledgeable regarding all aspects of the Design-Build Contract.

Attachment A to this RFQ entitled Scope of Work represents the range of professional services which the PCM may be called upon to deliver during the course of the contract. Depending on the status of the Design-Build contract and the needs of the Authority, the PCM may be called upon to deliver varying levels and types of PCM services within those identified in Attachment A. The actual services to be provided by the PCM during a given period will be established in discussions between the PCM and the Authority and will be memorialized in the agreed to work plan and budget, including task orders. The total value of the Work will be negotiated with the successful Offeror and shall not exceed $65 million. Certain anticipated day-to-day activities and responsibilities of the PCM are described in the Project and Construction Management Manual which is posted on the Authority's website at http://www.hsr.ca.gov.

The PCM will be expected to provide full-time, dedicated staff co-located in the office of the Design-Builder in the Central Valley. For PCM work required before the Design-Builder establishes a Central Valley office, reasonably necessary office rates will be reimbursed. Offerors should be aware that the PCM contract is a Central Valley-based contract. Relocation costs, commuting costs, per diem, or other expenses to transport PCM staff to the Central Valley will not be reimbursed by the Authority. The PCM contract will be an actual cost contract consistent with applicable federal cost principles.

The PCM will be expected to provide all personnel and equipment necessary to perform the Work. The PCM may also be expected to provide twelve vehicles, including insurance and maintenance, for the Authority's exclusive use: two 4x4 SUVs, five 4x4 ½ ton crew cab pickups, and five 4x4 ½ ton extra cab pickups. The PCM will be reimbursed for the costs of the final vehicle requirements, which will be negotiated in the executed contract.

Figure 1: High-Speed Rail Delivery Organization

SEPTEMBER 2013

4.0 Statement of Qualifications Requirements

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

4.1 General Requirements

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

The SOQ shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
- Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response (e.g., Page 1 of 50, Page 2 of 50, etc.).
- The SOQ shall be no more than 50 pages in length, exclusive of the transmittal letter, resumes as required by Section 4.4.2.2, and the Forms and Certifications.
- Brochures and miscellaneous materials not specifically requested will not be evaluated.
- Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
- Forms A-B and Certification Nos. 1-11 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The SOQ shall be divided into sections as described below:
  - A blank page should precede each section with an index tab extending beyond the far right side of the page; these blank pages will not be counted within the page count.
  - The index tab should have the appropriate section number typed thereon.
  - At a minimum, the items described in Section 4.0 shall be addressed.
  - Sections in the SOQ should be presented in the same order as they appear in this RFQ.

4.2 Transmittal Letter

The SOQ shall be transmitted with a letter that must be signed by an official authorized to bind the Offeror contractually and shall contain a statement that indicates the SOQ is complete and accurate. The transmittal letter shall also provide the following: names, titles, addresses and

telephone numbers of individuals authorized to negotiate and contractually bind the Offeror. All Forms and Certifications shall be manually signed and included as attachments in the transmittal letter section. Neither the transmittal letter nor the Forms and Certifications will be included in the page count.

4.3 Executive Summary

Offerors may include an Executive Summary, preferably not exceeding 3 pages, stating key points of their SOQ which they believe highlight their qualifications to serve as PCM for CP 2-3. As such, the Executive Summary may emphasize the Offeror's strengths as fully described in the balance of the SOQ, however Offerors should be aware that the Executive Summary will not be separately evaluated and it will count against the page limitation.

4.4 Contents of the SOQ

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

4.4.1 Past Performance and Experience

The Authority wishes to contract with a PCM team with a proven track record of successfully providing construction management services on similar projects. Experience managing projects in excess of $500 million is preferable. Experience managing design-build projects is preferable. Offerors should identify and discuss prior projects with elements similar to those present in CP 2-3 including, but not limited to:

- Management of a long linear construction project with work occurring at a distance from the project office;
- Management of a construction project involving extensive utility relocation;
- Management of a project with rigorous quality requirements, including safety and security certifications;
- Management of a project in close proximity to freight railroads;
- Management of a project with complex permitting and environmental compliance issues; and
- Management of a project in an agricultural area.

4.4.1.1 References

Provide names, addresses and telephone numbers for at least three (3) clients for whom the Offeror has performed work similar to that proposed in this request. A summary statement for each assignment shall be provided.

4.4.2 Organization and Key Personnel

The Authority wishes to contract with a PCM team with organizational and staffing plans that are appropriate for the construction management of CP 2-3, and with experienced personnel in key

roles. Key Personnel's experience managing design-build projects is preferred. Describe the composition of the PCM, and how activities will be assigned. Discuss how mobilization will be accomplished. Submit an organization chart indicating specific personnel nominations for primary and technical support positions. Discuss how the organization and management plan evolves over the life of the project and integrates with Authority staff.

Discuss in general the expected work elements based on the activities as described in the RFQ scope of work and PCM Manual. Describe generally the accomplishments that can be achieved and how your team's past experience relates to your ability to achieve these.

4.4.2.1 Staffing Plan

Provide a basic time-phased staffing plan showing all positions needed to accomplish the various types of assignments for the duration of the contract. Indicate the level of participation for each position by giving the percentage of hours budgeted over calendar time. Identify positions that will be co-located with the Design-Builder and those that will be working from home office locations, if any. The expectation is that the majority of the effort will require location at the site offices. The final staffing plan shall be approved by the Authority and will be subject to change according to the Design-Build Contract schedule. The staffing plan will be updated and approved annually (or semi-annually if needed) to determine the staffing required for the next fiscal year.

4.4.2.2 Key Personnel and Roles

There shall be no change in the Key Personnel without prior written approval by the Authority. All Key Personnel shall submit a signed statement indicating that they understand the Project office will be in the Central Valley, co-located with the Design-Builder, and are willing to work full time at that location as determined by the work schedule. Subcontractors' Key Personnel shall be identified in the same manner.

Provide resumes for Key Personnel positions identified in the Organization and Management Plan, including Subcontractors' Key Personnel. Resumes shall be limited to 3 pages and should be keyed to the respective positions on the organization chart and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm.

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

4.4.2.2.1 Design-Build Oversight Manager/PCM Project Manager

This individual will be the primary responsible person in charge of the overall PCM effort and the liaison with the Authority's on site representative. A California registered Professional Engineer is preferred for this position. At least 15 years of experience managing the design and

construction of major transportation infrastructure projects, including design/build experience is preferred. Offerors should also note the licensing requirements in Section 6.1 of this RFQ.

4.4.2.2.2 Quality, Verification, Validation, & Self-Certification Oversight Manager

This individual is responsible for oversight of the Design-Builder's quality program, oversight of the Authority's Environmental Mitigation Management and Assessment (EMMA) web portal and oversight of the Verification, Validation (V&V) and Self-Certification program. At least 15 years of construction quality management experience on similar projects and demonstrated experience in V&V, including Certified Systems Engineering Professionals (CSEP) and/or membership in the International Council on Systems Engineering (INCOSE), is preferred. The individual should also have proven continuity through project delivery and be committed for the length of the contract.

4.4.2.2.3 Construction Oversight Manager

This individual is responsible for oversight of the Design-Builder's construction program. At least 15 years of recent experience in construction of similar transportation infrastructure is preferred.

4.4.2.2.4 Engineering Oversight Manager

This individual is responsible for oversight of the Design-Builder's design program. At least 10 years of recent experience in managing design of similar transportation infrastructure is preferred. The Engineering Oversight Manager is required to be Professional Engineer licensed in California now or by the time the contract is executed.

4.4.2.2.5 Project Controls Oversight Manager

This individual is responsible for schedule, costs, estimating, document control, and changes/claims support. At least 15 years of recent experience in managing project controls for similar transportation infrastructure is preferred.

4.4.2.2.6 Environmental Oversight Manager

This individual is responsible for oversight of the Design-Builder's environmental program, including minimization, avoidance and mitigation measures, project design features, and conservation and mitigation plans. At least 10 years of recent experience in managing environmental design and construction compliance issues on large-scale public works projects, experience managing permitting and environmental compliance issues (preferably in California), and knowledge of the environmental regulations and permits relevant to the Project is preferred. Familiarity with engineering plans and other technical documents, with a background in cultural or biological resources, is also preferred.

4.4.2.2.7 Third Party and Utility Oversight Manager

This individual is responsible for coordination support with utilities, railroads, and other third parties. At least 10 years of recent experience in managing third party and utility coordination oversight is preferred.

4.4.2.2.8 Safety and Security Oversight Manager

This individual is responsible for oversight of the Design-Builder's safety and security activities and submittals. At least 10 years of recent experience in managing a construction safety and security program in the State of California is preferred.

4.4.3 Understanding of Project Elements and Requirements

The Authority wishes to contract with a PCM team with a strong understanding of the CP 2-3 Project and the requirements for its successful management. Provide a detailed discussion of the understanding of the Project elements, project requirements, and how the PCM function adds value and works toward the goal of achieving optimal efficiency for delivering Construction Package 2-3 to the Authority. Demonstrate a thorough knowledge of what is required to monitor, report, enforce, and measure performance of a design-build contract.

Describe your approach and suggested solutions to issues presented by CP 2-3 including, but not limited to:

- Management of a long linear construction project;
- Coordination with local regulatory and permitting agencies;
- Coordination with private stakeholders including agricultural and residential property owners;
- Review of construction schedules impacted by right-of-way acquisition;
- Review of environmental compliance plans, memoranda, and reports; and
- Oversight of environmental compliance with CEQA/NEPA required mitigation requirements.

4.4.4 Small Business Participation

For this solicitation the Authority has established a 30 percent Small Business (SB) Enterprise goal. Offeror should refer to the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, August 20, 2012. SOQs will be evaluated for compliance with the SB/DBE program in meeting the goal commitment of 30 percent and Offeror's approach to ensuring this goal is met during performance of the contract. This 30 percent SB goal is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) goal and a 3 percent Disabled Veterans Business Enterprise (DVBE) goal.

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

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

4.5 Organizational Conflicts of Interest

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

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

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

1. Preclude certain firms from participation in this procurement, and
2. Affect the ability of the Offeror, its subcontractors 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 an Offeror whose objectivity is not impaired because of any past, present or planned organizational conflict of interest, financial or otherwise. If any such conflict of interest is found to exist, the Authority may:

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

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

By submitting its SOQ, each Offeror agrees that, if an organizational conflict of interest is discovered following submittal of the SOQ, the Offeror will make an immediate and full written

disclosure to the Authority that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts.

If an Offeror has a specific conflict of interest inquiry, the Authority will provide a response within five (5) business days of receiving the Offeror's written inquiry. Offerors with conflict of interest inquiries should submit a detailed description of the facts and circumstances that may create a potential conflict of interest, and any efforts the Offeror has taken or proposes to take to mitigate the conflict to the Authority's Designated Point-of-Contact identified in Section 1.2 of this RFQ.

4.6 Confidentiality

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

If an Offeror has special concerns about information that it desires to make available to the Authority but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such Offeror should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its filed response to this RFQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Authority be responsible or liable to the Offeror or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants.

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

Records Act, FOIA and other applicable laws and their application to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

5.0 Evaluation and Negotiation

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

5.1 Statement of Qualifications Review

The Authority Evaluation/Selection Committee shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 4.0 above and Attachment B. Failure to meet the requirements of this RFQ will result in the rejection of the SOQ.

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

5.2 Statement of Qualifications and Discussions/Interviews Evaluation

The Authority Evaluation/Selection Committee will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section 4 above and in Attachment B.

Following the evaluation of SOQs, the Authority will hold Discussions/Interviews with selected Offerors. Discussions/Interviews with the Evaluation/Selection Committee will be held with no fewer than the top 3 rated Offerors. Discussions/Interviews will be separately evaluated based on criteria described in Attachment C.

5.3 Contract Negotiation Process

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

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

6.0 Additional Requirements Related to the Contract for PCM Services

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

6.1 Licensing Requirements

The Offeror shall be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of the award. The SOQ must include information regarding California professional licenses held by the Offeror's Key Personnel. At least one key person responsible for direction and control of the PCM Services shall be a licensed architect or registered engineer, now or by the time the contract is executed. Additionally, the Offeror shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

6.2 Insurance

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

6.3.1 Workers' Compensation Insurance

The Offeror shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars ($1,000,000)). The Offeror shall submit to the Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, its officers, agents, employees and volunteers.

6.3.2 General Liability Insurance

The Offeror shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

6.3.3 Automobile Liability Insurance

The Offeror shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Offeror arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than five million dollars ($5,000,000) combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

6.3.4 Professional Liability (Errors & Omissions) Insurance

The Offeror shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of five million dollars ($5,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement. Cost of such insurance shall be included in the Offeror's bid.

6.3.5 Environmental Professional Liability Insurance

Environmental Professional Liability Insurance shall be written on a form acceptable to the Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability Insurance or as a stand-alone policy. The policy limit shall be no less than five million dollars ($5,000,000) per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The cost of such insurance shall be included in the Offeror's bid. Insurance as required in this paragraph above must include:

(a) Bodily injury;

(b) Property damage;

(c) Pollution conditions arising out of environmental work;

(d) Asbestos-related claims; and

(e) Testing, monitoring, measuring operations, or laboratory analyses.

6.3.6 Other Provisions or Requirements

6.3.6.1 Proof of Insurance

The Offeror shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance certificates and endorsements must be approved by the Authority's Risk Manager prior to commencement of Work. Current certification of insurance

shall be kept on file with the Authority at all times during the term of this contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.3.6.2 Duration of Coverage

The Offeror 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 the Offeror, his agents, representatives, employees or subcontractor. The Offeror agrees to maintain professional liability insurance for a period of no less than three years after completion of the work under this Agreement.

6.3.6.3 The Authority's Rights of Enforcement

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

6.3.6.4 Acceptable Insurers

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

6.3.6.5 Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the Offeror or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Offeror hereby waives its own right of recovery against the Authority, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6.3.6.6 Enforcement of Contract Provisions (non estoppel)

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

6.3.6.7 Requirements not Limiting

Requirements of specific coverage features or limits contained in this subsection are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage

normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

6.3.6.8 Notice of Cancellation

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

6.3.6.9 Additional Insured Status

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

6.3.6.10 Authority's Right to Revise Specifications

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

6.3.6.11 Self-insured Retentions

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

6.3.6.12 Timely Notice of Claims

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

6.3.6.13 Additional Insurance

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

6.3.6.14 Subcontracts

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

6.4 Recycling Certification

The Offeror shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled products, both post-consumer material and secondary material, as defined in the Public Contract Code section 12200, *et seq.* This certification shall be made based on material, goods, or supplies offered or products used in the performance of the contract for PCM Services, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code section 12200, *et seq.* Offeror may certify that the product contains zero recycled content. (PCC § 12205(a)(1).) The Offeror shall also 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.

6.5 Disadvantaged Business Enterprises

The Authority encourages the Offeror to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for certain U.S. DOT agencies in 49 C.F.R. Part 26) in carrying out the PCM Services.

The Offeror shall not discriminate on the basis of race, color, national origin, or sex in the performance of the PCM Services. The Offeror shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this FRA U.S. DOT-assisted contract. Failure by the Offeror to carry out these requirements will be considered a material breach of the contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate. Each subcontract the Offeror signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

In addition, SOQs will be evaluated for their support of the State's disadvantaged business enterprise programs, as described below and further detailed in Attachment B.

6.5.2 Small and Disadvantaged Business Enterprise Program

The Offeror shall comply with the Authority's Small and Disadvantaged Business Enterprise Program, which establishes an overall **30 percent** goal for small business utilization in the Authority's contracting and procurement program. The Offeror 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.

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, is included in the Authority's Small and Disadvantaged Business Enterprise Program on the Authority's Small Business resource web page:

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

6.6 Subcontracting

The Offeror shall perform the work contemplated with resources available within its own organization and shall contract no portion of the work without written authorization, except that which is expressly identified in the Offeror's SOQ. Any subcontract in excess of $25,000 shall contain all the provisions stipulated in the PCM contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the Authority's Contracts Manager in advance of assigning work to a substitute subcontractor.

6.7 Prevailing Wages

Pursuant to the provisions of Section 1773 of the Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, and similar purposes) as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at Authority's offices, and will be furnished to the Offeror and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, the Offeror may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for PCM Services.

6.8 Force Majeure

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

- Causes beyond the control of both the Offeror and subcontractor, and
- Without the fault or negligence of either of them.

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

7.0 Protest Procedures

7.1 Applicability

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

A. Allegations that the terms of the RFQ are: (1) ambiguous; (2) contrary to legal requirements applicable to the procurement; (3) or exceed the Authority's authority;
B. A determination as to whether a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all pass/fail requirements; and
C. Shortlisting determinations.

7.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.1(A) of this RFQ may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 7.2 of this RFQ. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Authority's Designated Point-of-Contact provided in Section 1.2 of this RFQ. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

7.3 Deadlines for Protests

Protests concerning the issues described in Section 7.1(A) of this RFQ must be filed as soon as the basis for the protest is known, but no later than 20 days prior to the SOQ Due Date. If the protest relates to an addendum to the RFQ, the protest must be filed no later than 5 business days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Section 7.1(A) of this RFQ within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Section 7.1(A) of this RFQ.

Protests concerning the issues described in Section 7.1(B) of this RFQ must be filed no later than 5 business days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 7.1(C) of this RFQ must be filed no later than 5 business days after the earliest of the notification of the shortlist and the public announcement of the shortlisting determination.

7.4 Content of Protest

Protests shall state, completely and succinctly, the grounds, legal authority, and factual basis for the protest, 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 number of this procurement; 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.

7.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy of the Authority's Designated Point-of-Contact identified in Section 1.2 of this RFQ, as soon as the basis for the protest is known to the Offeror. Except for protests concerning the issues described under Section 7.1(A) of this RFQ, the Offeror filing the protest shall concurrently file a copy of the protest with the other Offerors (whose addresses may be obtained from Authority's website). The Protest Official for this RFQ is:

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

7.6 Comments from other Offerors

Other Offerors may file statements in support of or in opposition to the protest within 7 days of the filing of the protest. The Authority shall promptly forward copies of all such statements to the protestor. Any factual declarations shall be sworn and submitted under penalty of perjury.

7.7 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.

7.8 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 RFQ by issuing addenda.

7.9 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, whether or not the protest is successful.

Attachment A: Scope of Work

INTRODUCTION

This Scope of Work describes the requirements for Project and Construction Management (PCM) services for the management and oversight of the Design-Builder for CP 2-3. The Offeror should review the project description in the Design-Build Contract Request for Proposals (RFP) for Construction Package 2-3 and the Project and Construction Management (PCM) Manual, both located on the California High-Speed Rail Authority (Authority) website, to understand the context of this scope. The PCM Manual may be updated during the procurement process.

The selected Offeror shall provide a team of qualified expert personnel to deliver PCM Services. This team shall be responsible for performing or overseeing all of the duties necessary for the successful oversight of CP 2-3 in accordance with the PCM Manual and Authority direction.

The PCM shall assign the appropriate staff to cover necessary Design-Builder shifts and phases of work. The PCM may assign specialized expert personnel to oversee special phases of the Project. The Authority shall assign an Authority Design & Construction Manager and additional Authority support staff for the Design-Build Contract to work directly with the PCM.

The PCM will be co-located in the space provided by the Design-Builder. Some early procurement activities may be conducted at the Authority's Sacramento offices, involving a limited PCM staff. Visits to the Authority's offices for the duration of the contract will be required as determined by the Authority.

The PCM services are necessary to assist the Authority in overseeing and delivering the complete, safe, efficient and environmentally compliant performance of the Design-Build responsibilities, as set forth in the Signature Document, the General and Special Provisions of the Design-Build contract, and all other documents stating the responsibilities of the Design-Builder (collectively referred to as the Contract Documents).

The services provided by the PCM are necessary to monitor, manage, track, and report on design and construction of the Authority's Construction Package 2-3 (CP 2-3) and generally involve interfacing, monitoring, tracking, and reporting on the performance and deliverables of the Design-Builder selected by the Authority for CP 2-3. These PCM services will be allocated to one of the following categories:

1. Project management and administration;
2. Quality, V&V, and self-certification oversight;
3. Safety and security oversight;
4. Project controls oversight/risk management;
5. Engineering oversight;
6. Construction oversight;
7. Environmental oversight;

8. Third party, other contracts, and utility oversight;
9. Public outreach; and
10. Specialty support services, including right-of-way coordination.

The PCM shall work in close coordination with the Authority and the Authority's other consultants and representatives to serve the best interests of the Authority. The PCM's Scope of Work shall not overlap or conflict with the scope of services of other consultants and representatives of the Authority, the design and construction responsibilities of the Design-Builder, or with the responsibilities of the Independent Checking Engineer (ICE) or the Independent Site Engineer (ISE) which are responsible for independently checking the Design-Builder's technical submittals and subsequent construction activity. In the event the PCM observes in its professional judgment that a gap or overlap exists in the scopes of services of the various consultants and representatives of the Authority, the PCM shall so advise the Authority immediately and all parties shall work collaboratively to resolve such gap or overlap.

The level of effort the PCM shall deliver in overseeing performance of CP 2-3 shall be established in semi-annual or annual Work and Staffing Plans, including task orders, broken down into the ten major categories and submitted to the Authority by the PCM and approved by the Authority.

Attachment A Table of Contents

A.1 PROJECT MANAGEMENT AND ADMINISTRATION 4
A.1.1 PROJECT MANAGEMENT 4
A.1.2 MANAGEMENT REPORTS AND MEETINGS 4
A.1.3 CONTRACT MANAGEMENT SUPPORT SERVICES 4
A.2 QUALITY, V & V AND SELF-CERTIFICATION OVERSIGHT 5
A.2.1 QUALITY MANAGEMENT 5
A.2.2 VERIFICATION, VALIDATION AND SELF-CERTIFICATION 6
A.2.3 ICE AND ISE REVIEW 6
A.2.4 INSPECTION AND TESTING OVERSIGHT 6
A.3 SAFETY AND SECURITY OVERSIGHT 6
A.3.1 SAFETY PLAN AND PROGRAM DEVELOPMENT 6
A.3.2 SAFETY AND SECURITY OVERSIGHT 7
A.4 PROJECT CONTROLS OVERSIGHT/RISK MANAGEMENT 8
A.4.1 PROJECT CONTROLS AND CHANGE ADMINISTRATION 8
A.4.2 RISK MANAGEMENT 9
A.4.3 CONTINGENCY MANAGEMENT 9
A.5 ENGINEERING OVERSIGHT 9
A.6 CONSTRUCTION OVERSIGHT 10
A.7 ENVIRONMENTAL OVERSIGHT 10
A.8 THIRD PARTY, OTHER CONTRACTS AND UTILITY OVERSIGHT 11
A.9 PUBLIC OUTREACH 11
A.9.1 BASIC PUBLIC OUTREACH SERVICES 11
A.9.2 ADDITIONAL PUBLIC OUTREACH SERVICES 12
A.10 SPECIALTY SUPPORT SERVICES 12
A.11 TYPICAL PCM DELIVERABLES 13
A.11.1 PLANS & PROCEDURES 13
A.11.2 REPORTS 13
A.11.3 WORK PRODUCT 13

A.1 Project Management and Administration

A.1.1 Project Management

The PCM shall provide senior management personnel, approved by the Authority, who shall have overall responsibility for the delivery of PCM services. Prepare a Contract Management Manual, including Design-Build compliance oversight management, which describes the overall structure and processes by which the PCM will perform its responsibilities and deliver its services including, but not limited to, an organization chart, job titles with job descriptions, reporting structure, and details of the methods the PCM will use to implement the Project's policies and procedures. This is a separate document from the PCM Manual.

The PCM shall provide design and construction oversight for the Design-Build Contract, including monitoring Design-Builder progress against plan, facilitating design and integration workshops specified in the Design-Build Contract and at the formal partnering workshops. The PCM shall initiate and coordinate meetings and formal partnering workshops as required to ensure issues are resolved to meet the project schedule, and ensuring adherence to Authority procedures for change control and configuration management. The PCM shall implement procedures developed by the Authority for the management of the Design-Builder.

A.1.2 Management Reports and Meetings

The PCM shall provide progress and status reports to the Authority on a monthly and as-directed basis in a format and with the substance required by the Authority. Participate in meetings as required and directed by the Authority. Take or confirm meeting minutes as required.

PCM progress reports shall detail the contractual progress of the PCM against the authorized tasks/work plan, differentiated from the progress reporting processed in managing the Design-Build Contract.

The PCM shall provide compliance status reports as described in the PCM Manual to the Authority as requested, but no less frequently than every month.

The PCM shall participate in meetings with appropriate agencies, groups, and consultants involved in this and other studies undertaken by the Authority to facilitate timely coordination of effort, identify and address issues of concern, and share information. The PCM shall prepare reports/presentations for the Authority Board and others as directed by the Authority's management staff. Before contract completion, the PCM shall hold a final meeting with the Authority Contract Manager to present findings, conclusions, and recommendations, and shall submit a comprehensive final report on the project if requested.

A.1.3 Contract Management Support Services

The PCM shall perform contract management services and shall serve as the primary point of contact for the Design-Builder. The PCM shall staff teams as necessary to be able to manage the Design-Build Contract and perform all required PCM tasks as authorized by the Authority.

Specific staff assignments and dispositions shall be determined by the PCM taking into consideration the Design-Builder's schedule and shall include services in the areas of procurement support for Design-Build contract; contract administration; differing site condition reviews; changes, claims and dispute resolution; labor compliance support; small business and subcontract compliance; permitting and environmental compliance; insurance monitoring and reporting; and contract closeout services.

The PCM shall take a proactive approach to claims avoidance. The PCM shall bring all potential claims to the attention of the Authority and provide recommendations regarding entitlement, potential exposure and strategies for resolution. The PCM shall maintain a claim file and log for any issue that shall or may have a potential to result in a claim for additional time or costs. The claim file shall include a chronology of the written correspondence associated with each issue, minutes to all meetings, which are called to discuss the issue with the Design-Builder, "what if" scenarios and forensic schedule analysis where appropriate, and written recommendations for settlement of each issue. All claim files and related documentation shall be submitted to the Authority at the termination of this Agreement.

The PCM shall process Design-Builder payment requests including review of milestone completion, progress evaluation, or alternative payment process, submitted in accordance with Authority-approved procedures for approval and payment by the Authority.

The PCM shall administer the process regarding provisional sum entitlements as described in the Design-Build Contract.

A.2 Quality, V & V and Self-Certification Oversight

The Design-Builder is responsible for the design and construction of CP 2-3, including quality assurance and quality control at all stages. The Independent Checking Engineer (ICE) and the Independent Site Engineer (ISE) are responsible for independently checking the Design Builder's technical submittals and subsequent construction activity[1]. The PCM provides oversight, administration, reporting, and recording services to the Authority and does not assume any of the roles assigned to the Design-Builder or ICE or ISE under the Design-Build Contract.

A.2.1 Quality Management

The PCM shall develop and upon Authority approval, implement a Quality Management System (QMS) and Quality Assurance Plan (QAP) consistent with the Authority's Master Quality Plan (MQP) including development of a statistical sampling program, audit and surveillance schedules and checklists, document comment tracking and disposition, and review and comment on the Design-Builder's Quality Manual. The QMS shall be coordinated and integrated with the Verification, Validation and Self-Certification program.

[1] For more detail on the roles and responsibilities of the ICE and ISE see the Request for Proposals for Construction Package 2-3, HSR 13-57.

The PCM shall also provide input and administrative support as required to the Authority's Lessons Learned Program.

A.2.2 Verification, Validation and Self-Certification

A critical element of the overall program delivery is the Verification, Validation, and Self-Certification process (V&V). The main responsibilities for this process at a project level are with the Design-Builder, the Independent Checking Engineer, and Independent Site Engineer. The V&V process is independent of, but supported by, the Design-Builder's Quality Management, Requirements Management, and Interface Management processes. All the processes work together to fulfill a self-certified, technically compliant project.

The PCM shall develop a Verification & Validation Oversight Plan (VVOP) as applicable for Project and Construction Management, defining as a minimum the inputs, outputs, tools, methods and processes, roles and responsibilities for overseeing the Design-Builder and Independent Checking Engineer and the Independent Site Engineer. The VVOP processes shall describe in detail how the PCM receives, documents, reviews, accepts/rejects, forwards and returns Design-Build submittals as part of the V&V program. The VVOP shall be coordinated with the QMS/QAP.

Upon approval by the Authority, the PCM shall implement the VVOP consistent with the policies of the Authority and the Design-Build contract requirements. Refine related processes as deemed appropriate with Authority concurrence.

A.2.3 ICE and ISE Review

The PCM shall verify that the Design-Builder's ICE and ISE staff and processes are consistent with the Design-Build contract requirements at all stages of the project. Verify deliverable compliance prior to forwarding to Authority for review. Further details regarding this task may be found in the PCM Manual.

A.2.4 Inspection and Testing Oversight

The PCM shall provide qualified field personnel and equipment to monitor, document, inspect, and test the field construction. These services shall be performed at a level complementary to, and not duplicative of, the Design-Builder and ISE requirements, and shall be performed according to Authority procedures. The PCM shall assign develop and implement a Statistical Sampling Program.

A.3 Safety and Security Oversight

A.3.1 Safety Plan and Program Development

The PCM shall develop and, upon Authority approval, implement, Construction Safety Training Programs. The PCM shall develop and implement the PCM's Safety and Security Program Oversight Plan (SSPOP).

The SSPOP shall describe the following:

- The roles and responsibilities of PCM safety and security representative(s);
- A schedule for Design-Builder deliverable reviews and safety and security activity audits;
- A plan for communication with safety and security representatives from the Authority and the Design-Builder, and coordinate with the Authority's Integrated Safety Management System (ISMS);
- A plan for audit of Design-Builder worksite safety and security activities;
- A plan for accident/incident investigation and reporting as required; and
- A plan for oversight of Design-Builder safety and security certification activities.

A.3.2 Safety and Security Oversight

The PCM shall provide oversight for the Design-Builder's construction safety and security activities and submittals, including all submittal reviews and audits required in the Design-Build Contract. The PCM shall provide technical support to the Authority's Safety and Security Project Committee, and shall also participate in Authority Fire and Life-Safety Committee meetings, and other meetings as required by the Authority.

The PCM shall review the Design-Builder's Safety and Security Management Plan (SSMP), Site-Specific Health and Safety Plan (SSHASP) and Site-Specific Security Plan (SSSP) for contractual and regulatory compliance. The PCM shall conduct SSHASP and SSSP compliance reviews at the start of the Design-Build Contract period and annually (or as required) thereafter during the life of the contract, ensuring that updates are made to the plans by the Design-Builder as the project matures and conditions change. The PCM shall provide a report of the reviews, including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority. Reports of these reviews shall be submitted to the Authority's Safety and Security Program Committee for consideration.

The PCM shall review the qualifications of the Design-Builder's proposed safety and security representatives for contractual compliance at the start of the Design-Build Contract period or as representatives change. The PCM shall provide a report of the review including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority. Reports of these reviews shall be submitted to the Authority's Safety and Security Project Committee for consideration. Other potential responsibilities include:

- Conduct technical reviews of Project Design-Builder safety and security deliverables including job hazard analyses, traffic management plans, adjacent railroad work protection plans, emergency response plans, security awareness training plans and curriculum, security assessments and reports, and accident/incident investigation reports and corrective action plans. The PCM shall provide a report of the technical reviews including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority.

- Coordinate with Owner Controlled Insurance Program (if implemented) Safety Representatives as directed by the Authority.
- Conduct periodic safety and security audits of Project worksites to assess the Project Design-Builder's compliance with the SSHASP and SSSP, and develop and submit audit reports to the Authority's Safety and Security Program Committee for review.
- Perform audits of Design-Builder submittals of Monthly Safety Activity Reports and Monthly Security Activity Reports, and develop and submit audit reports to the Authority's Safety and Security Program Committee for review.
- Perform construction accident/incident investigations where the Authority elects to perform its own investigation and develop reports for Authority review. Reports of these investigations shall be submitted to the Authority's Safety and Security Program Committee.

A.4 Project Controls Oversight/Risk Management

A.4.1 Project Controls and Change Administration

The PCM shall provide Project Control services necessary to populate and integrate CP 2-3 specific project information into the Authority's project management information systems (PMIS) in a complimentary, not duplicative, manner. Currently, Oracle, CMS, and SharePoint are the PMIS in use. Provide document control and records management services including document tracking; logs; document distribution; RFI administration and processing; RFI management and training to Authority staff, if necessary; EMMA administration and processing; and photographic record oversight and management. The PCM shall review and provide comments on Design-Builder's baseline scopes, schedules and payment milestones. Provide support for FRA and other agency reporting requirements. The PCM shall review and provide comments and recommendations on proposed change orders as requested by Authority, and provide change control administration. The PCM shall provide oversight of schedule and review of Design-Builder cost accounting including milestone, time & material, or progress payment requests, cost management and estimating.

The PCM shall review all Design-Builder's schedule related submittals, including invoices, for accuracy, completeness, and contractual compliance. The Design-Builder's schedule submissions shall be reviewed for conformity to the Design-Build Contract, specification, as well as for logic, task duration, identification and number of critical activities, float time, procurement lead times, submittal review periods, etc., and for compliance with the parameters established by the program master schedule.

The PCM shall maintain a "conformed Design-Build Contract" that shall contain authorized changes. The PCM shall provide administrative processing of change orders and associated revisions to Design-Build Contract documents, maintain "control copies", distribute to those assigned "conformed Design-Build Contract," and perform audits periodically at the Design-Build Contract Field Management operations to maintain consistency and document control conformity as it relates to Design-Build Contract documents.

The PCM shall follow the Authority's approved Change Order procedures in identifying, analyzing, clarifying, resolving, negotiating, and processing, including the maintaining of change logs that identify pending changes, probable changes, changes in the change order process, and authorized Change Orders. The PCM shall provide cost and engineering estimating services to review and recommend action regarding Design-Builder change requests, value engineering change proposals, claims, and provisional sum work.

The PCM shall monitor and record the implementation of Alternate Technical Concepts (ATC) priced in the Contract; and review and comment upon Value Engineering Change Proposals and submit to the appropriate parties for review.

The PCM shall perform trend analyses relative to cost and schedule. Trend analyses shall be performed monthly and updated to reflect the most recent Design-Builder submittals. The PCM shall analyze Design-Builder identified changes in work production including cost and schedule and shall address early detection of potential delays, claims, conflicts between contracts, or other potentially significant impacts to the Project; and the total impact to cost and schedule.

A.4.2 Risk Management

The PCM shall provide support for the Authority's risk management program including tracking risk mitigation activities of the Design-Builder; cost and schedule risk analysis and recommendations as requested by the Authority.

The PCM shall provide input to the Authority's Risk Manager for the Authority's Risk Register regarding the Design-Build Contract. The PCM shall track the progress and effectiveness of Project risk mitigation activities from the Design-Builder and its own activities.

A.4.3 Contingency Management

In accordance with Authority approved procedures, the PCM shall establish and maintain contingency management processes that support and are a subset of the Program's Cost Control and Contingency Management Processes. The Design-Build Contract project contingency shall be monitored and reported to the Authority. Recommendations to the Authority shall be made and project allocated contingency managed by the PCM.

A.5 Engineering Oversight

The PCM shall provide design oversight, administration and reporting services including review of design & Reliability, Availability, Maintainability, Safety (RAMS) submittals for completeness and non-technical compliance. Attend Design-Builder design meetings, interface coordination meetings, and third party design coordination meetings. The PCM shall maintain Design-Builder-provided meeting minutes and facilitate issue resolution between Design-Builder and third parties during design review process. The PCM shall monitor, track and report on the design review, interface, and submittal process including design variation requests and administering the configuration control process. The PCM shall provide advisory technical recommendations as requested by the Authority regarding RFIs, Design-Builder requests, interfaces, and other situations not addressed in the submittal review process.

Submittals shall be received and checked for administrative completeness, and the Design-Builder and ICE or ISE reports reconciled concurrently with distribution to appropriate reviewers with recommendations. The PCM shall confirm that the Design-Builder provides full traceability against all technical contract requirements as required in the applicable V&V contract requirements. The traceability shall demonstrate how the technical contract requirements are met during final design, construction, and testing/acceptance, including the necessary objective evidence. The PCM shall use IBM Rational Dynamic Object-Oriented Requirements System (DOORS) software for requirements management as specified in the V&V contract requirements. The PCM may also be required to use a Requirements Verification Traceability Matrix (RVTM).

The PCM shall monitor the Design-Builder's design and construction drawings and construction shop drawings and check that Design-Builder construction documentation is submitted in compliance with the contract.

A.6 Construction Oversight

The PCM shall provide construction monitoring, documenting, and reporting services including participation in Design-Builder pre-construction surveys; monitor prerequisites for start of construction; monitor and report on effectiveness of Design-Builder coordination/interface with independent third party inspections; document construction observations in daily construction reports and photographs; review and confirm completion of payment milestones; monitor Design-Builder compliance with public safety, sustainability and environmental protection requirements; initiate Nonconformance Reports and participate in resolution of field construction issues; support the Quality, Verification and Validation and Self-Certification program in the field; track and report on Design-Builder's activities related to differing site conditions including the discovery, remediation, and/or disposal of hazardous materials; and participate in Substantial Completion and Final Acceptance processes.

The PCM shall track, check, and report on Design-Builder activities in relation to the discovery, remediation, disposal of, and provisional sum administration of hazardous materials.

The PCM shall coordinate between the Design-Builder and the Authority's right-of-way subcontractor to ensure that access is efficiently coordinated.

A.7 Environmental Oversight

The PCM shall provide oversight of the Design-Builder's environmental program, including its integration through design, permitting, and construction phases. The PCM shall monitor and document the Design-Builder's adherence to environmental commitments and practices as prescribed by mitigation measure, permit conditions, regulatory agency requirements, design features and legal agreements. The PCM shall provide the following:

- Oversight of compliance with the requirements of the final environmental documents and subsequent permits, regulatory agency requirements and the documentation and reporting thereof;

- Review compliance documentation and submittals, and provide guidance to the Design-Builder as appropriate to ensure complete and compliant work products are submitted to the Authority for review;
- Monitor and document effectiveness of the Design-Builder's implementation of the Mitigation Monitoring and Reporting/Enforcement Program, and the accuracy of reporting against mitigation measures; and
- Manage variance and non-compliance processes, including resolutions and other environmental and permit related oversight activities as directed by the Authority.

Oversight of the Design-Builder's Environmental Compliance Program shall require direct oversight of construction work to ensure adequate environmental monitoring occurs and implementation of environmental commitments is successful.

A.8 Third Party, Other Contracts and Utility Oversight

The PCM shall oversee Design-Builder's coordination activities with third parties, including tracking and documenting submittals and meetings with third parties. The PCM shall facilitate coordination and issue resolution where the Design-Builder is not responsible for coordination. The PCM shall monitor and report on Design-Builder effectiveness in notification, coordination, scheduling and field work with utility and third parties for relocation, construction or abandonment of facilities. The PCM shall monitor effectiveness of Design-Builder coordination of utility agency work.

The PCM shall assist the Authority in utility and railroad coordination efforts, including those necessary for utility relocations and new services, throughout the design and construction phases of the Project.

The PCM shall be tasked with providing coordination and oversight of other third party contracts related to CP 2-3 entered into by the Authority, including task order management. The limits of the oversight activity will be defined in the Master Agreement between the third party and the Authority, including third party submittals.

The PCM shall check that all work to be performed by utility agencies is being managed in coordination with the Design-Builder where required.

A.9 Public Outreach

A.9.1 Basic Public Outreach Services

The PCM shall monitor and report on Design-Builder's public involvement activities related to construction notices and public construction awareness and Design-Builder dissemination of information to the public.

A.9.2 Additional Public Outreach Services

If directed by the Authority, conduct and coordinate public information activities, including site visits. This may involve activities such as the following:

- Event coordination, including selecting and securing a location compatible with community needs;
- Conducting site checks of proposed facilities, and paying all rental fees if required;
- Drafting and producing information materials, such as agendas, fact sheets, and programs;
- Handling design, production, and dissemination of information and publicity materials prior to each meeting, including postcards, newsletters, flyers, and media releases;
- Conducting reminder telephone calls to encourage attendance;
- Audio and visual support, including but not limited to maintaining a photographic record;
- Drafting and producing comment cards, sign-in sheets, and staff name tags;
- Providing refreshments to the extent appropriate under state and federal law;
- Setting up and cleaning up equipment and facilities;
- Following up the meeting, including preparing summary reports with specified action items and issues and appropriate responses, database maintenance, and correspondence; and
- Other event logistics, including informational materials/handouts, comment forms, attendance records, summary reports including agendas, and any required follow up.

A.10 Specialty Support Services

- Independent Check Surveys. The PCM shall implement survey aspects of the Quality Management Plan through independent check surveys performed on a random basis.
- Independent Material Testing and Specialty Inspection. The PCM shall implement material testing and specialty inspection aspects of the Quality Management Plan through independent material testing and specialty inspection.
- Right-of-Way Coordination. The PCM shall monitor the right-of-way acquisition process and schedule and support in coordination of access requirements of the Design-Builder. Right-of-way coordination shall include:
  - Coordinate information-sharing workshops between the right-of-way contractor(s), Authority, and Design-Builder;
  - Administer the change control process for changes to the baseline right-of-way Acquisition Plan;
  - Provide oversight of Design-Builder temporary construction easement activity;
  - Check Design-Builder right-of-way report submissions for contract compliance;

- Monitor and record Design-Builder actions following a change in the right-of-way Acquisition Plan;
- Work with the Authority to review and update elements of the access control maps as required; and
- Other right-of-way coordination, as required.

A.11 TYPICAL PCM DELIVERABLES

A.11.1 Plans & Procedures

- Contract Management Manual
- Work & Staffing Plan
- Quality Assurance Plan
- Verification & Validation Oversight Plan (VVOP)
- Safety and Security Program Oversight Plan (SSPOP)
- Statistical Sampling Program
- Others as required to implement PCM Services

A.11.2 Reports

- PCM Status/Progress Reports (monthly)
- Design-Builder Compliance Status Reports (monthly)
- Authority required Reports
- Audit Reports
- Safety/Accident Reports
- Daily Construction Reports
- Submittal Review Reports
- Others as required

A.11.3 Work Product

(Consistent with standard industry practices and as required by the Authority)

- Estimates
- Meeting minutes
- Review comments (on schedules, submittals, processes, etc.)
- Invoice reviews
- Photographic records

- Logs
- Checklists
- Recommendations
- Analyses (cost, schedule, claims, other)
- Change order documents
- Others as required

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

		Maximum Score	Actual Score
1.	**PAST PERFORMANCE AND EXPERIENCE** • Has the Offeror successfully delivered on past projects of similar scope and complexity?	30	
2.	**ORGANIZATION AND KEY PERSONNEL** • Does the proposed project organization present a clear and logical framework? • Is the management approach complementary and responsive to the RFQ requirements? Does the staffing plan convey the proper level of response for the work at hand? • Does it demonstrate a high level of commitment and resource availability? • Does it address the full expanse of potential tasks in the scope? **KEY PERSONNEL AND ROLES** • Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned? • Is their past experience applicable and indicative of success on this project? • Does the project manager have sufficient authority within his organization to effectively lead and manage the project?	30	
3.	**UNDERSTANDING OF PROJECT REQUIREMENTS** • Has the Offeror demonstrated a thorough knowledge of the project? • Has the Offeror demonstrated a thorough knowledge of what is required to monitor and measure performance of the Design-Build Contract? • Is there sufficient evidence of analysis to lend credibility to the commitments made? • Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the PCM Services for a project of this complexity and magnitude with autonomy?	30	
4.	**SMALL BUSINESS PARTICIPATION** • Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives? Scoring will be based on percentage of goal met.	10	
5.	SOQ Transmittal Letter signed by an authorized Officer (Pass/Fail – must include but no points scored)	N/A	
	Total	**100**	

Attachment C: Criteria for Evaluation of Discussions/Interviews

		Maximum Score	Actual Score
1.	**STATEMENT OF QUALIFICATIONS (carry over)**[2]	40	
2.	**PRESENTATION** • Quality and appropriateness of the presentation • Logic of the chosen speakers relative to project challenges • Project manager control over the team	15	
3.	**PROJECT MANAGER PARTICIPATION** • Quality of presentation and responsiveness to questions • Understanding of PCM challenges and requirements • Perceived level of involvement with SOQ structure, content and presentation plan	15	
4.	**KEY STAFF PARTICIPATION** • Quality of presentations and responsiveness to questions • Understanding of assignment challenges and requirements • Perceived level of involvement with SOQs preparation	15	
5.	**UNDERSTANDING OF PROJECT** • Does Offeror convey an understanding of the critical project success factors? • Is the Offeror able to provide evidence of successful small business utilization for this project? • Is the Offeror able to provide evidence of prior project experience with challenges of this magnitude and complexity? • Is the Offeror candid about any project failings that have been instructive for addressing the particular needs of this project?	15	
	Total:	**100**	

[2]SOQ carry over is calculated as follows: (Total score on SOQ/100) x 40 possible points = Carry Over Points)

Attachment D: General Terms and Conditions (GTC 610)

PLEASE NOTE: Under the California High-Speed Rail Authority's standardized contract process, a hardcopy of Attachment D, GTC-610, is not included in the standard contract package. A copy of the GTC-610 can be found at the internet site:

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Attachment E: Additional State Provisions

The following terms and conditions are representative of terms and conditions that will be included in any contract resulting from this RFQ.

SECTION I. INVOICING AND PAYMENT

A. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices, the Authority agrees to compensate the Offeror for actual hours worked on an actual cost basis (direct hourly wage plus overhead and profit). The rates in the budget attachment are rate caps, or the maximum amount allowed to be billed over the duration of this contract.

1. No payment shall be made in advance of services rendered.
2. The following certification shall be included on each invoice and signed by the authorized official of the Offeror:

   "I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method."
3. All invoices submitted shall comply with Authority invoicing policies and applicable federal guidelines, including but not limited to those issued by the FRA. The successful Offeror may meet with the Authority in advance of submitting its first invoice to review the Authority invoicing policies and applicable federal guidelines.
4. The Offeror will only be paid upon receipt of an acceptable invoice, by the Authority's Financial Operations, as set forth in this Attachment. The total amount payable by the Authority for any contract awarded under this RFQ shall not exceed the negotiated price of this Agreement.
5. Provide three (3) copies of the Invoice for Payment. Invoices shall include the Agreement Number, identification of which documents have been reviewed, the number and duration of meeting between the Authority and the Offeror, a summary of the status of any outstanding reviews and/or deliverables, a summary of any deliverables furnished to the Authority during the invoicing period, identification of the number of hours worked by classification and related operating expenses and equipment (OE&E), plus on overhead costs by task, and shall be submitted no more than monthly in arrears to:

Financial Operations Section
California High-Speed Rail Authority
7710 L Street, Suite 800
Sacramento, CA 95714

(2 Copies)

AND

Contract Manager
California High-Speed Rail Authority
7710 L Street, Suite 800
Sacramento, CA 95714

(1 Copy)

SECTION II. PAYMENT REQUEST FORMAT

A. The Authority will accept computer generated or electronically transmitted invoices, provided the Offeror sends a paper copy the same day to the Authority. The date of "invoice receipt" shall be the date the Authority receives the paper copy.

B. The Offeror shall submit backup documentation for audit purposes, and retain back-up documentation for audit purposes available to the Authority upon request. The Offeror shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.

C. A request for payment shall reference the Agreement number and shall consist of, but not be limited to the following:

1. Agreement number, date prepared, and billing period.
2. The Offeror's loaded hourly labor rates by individual.
3. Operating expenses, including special equipment if requested by the Authority, travel, miscellaneous, and materials.
4. Receipts for travel, including departure and return times.
5. Subcontractor awardees or vendors invoices.
    a. An indication of whether a subcontractor or vendor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.
    b. Fees (fringe, direct and indirect overheads, general and administrative, profit, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
6. By work plan category or task (as specified in Budget Detail and by reference to Task Orders, when applicable): cumulative amounts, budgeted per agreement, billed to date, current billing, and balance of funds.
7. A report that documents the progress of the work during the billing period.
8. Any other deliverables due during the billing period.

SECTION III. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Attachment A. In this event, the

Authority shall have no liability to pay any funds whatsoever to the Offeror or to furnish any other considerations under this Agreement and the Offeror shall not be obligated to perform any provision of this Agreement.

B. After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Offeror to reflect the reduced amount.

C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

SECTION IV. COST PRINCIPLES

A. The Offeror agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual items of cost.

B. The Offeror agrees to comply with 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

C. Any costs for which payment has been made to the Offeror that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Offeror to the Authority.

D. Any subagreement in excess of $25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

SECTION V. TRAVEL AND PER DIEM RATES

A. The Offeror shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Offeror must pay for travel in excess of these rates. The Offeror may obtain current rates at the following web site at: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

B. All travel not specified in a work plan and/or task order requires written authorization from the Authority's Contract Manager prior to travel departure. Travel expenses are computed from the Offeror's approved Central Valley office location. Travel to the Offeror's approved Central Valley office from other locations is not reimbursed under this Agreement.

C. The Offeror must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times or departure and return. Travel receipts, except for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Authority.

SECTION VI. PROMPT PAYMENT CLAUSE

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

SECTION VII. DISPUTES

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

B. No payment will be made for costs identified in Offeror invoices that have or will be reimbursed by any other source, including but not limited to a Governmental Entity contract or subcontract or other procurement Agreement.

SECTION VIII. AUDIT

A. The contracting parties shall be subject to the examination and convenience of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code, section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract. Offeror shall maintain books, records, documents, and other evidence, sufficient to reflect proper performance of the Agreement. The Authority, an agency of the State or, at the Authority's option, a public accounting firm designated by the Authority, may audit such records at all reasonable times and with prior notice by the Authority. Audits may be performed at any time within three (3) years following the final payment by the Authority. Performance of any such interim audits by the Authority does not preclude further audit. Additional terms and conditions regarding audits can be found in the GTC-610, Attachment D to this RFQ.

SECTION IX. EXCISE TAX

A. The State of California is exempt from federal excise taxes, and no payment will be made for any personal property taxes levied on the Offeror or any taxes levied on employees' wages. The Authority will only pay for any state or local slaves or use taxes on the services rendered on the Authority pursuant to this Agreement.

SECTION X. SPECIAL TERMS AND CONDITIONS

A. Contract Management

1. The Offeror's Project Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Offeror may change its Project Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Project Manager.

2. The Authority may change its Contract Manager at any time by giving written notice to the Offeror.

B. Standard of Care.

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

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

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

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

C. Subcontracts

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Offeror of his or her responsibilities and obligations under this Agreement. The Offeror agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Offeror. The Offeror's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Offeror. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.

2. The Offeror shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in Form A.

3. Unless specifically noted otherwise, any subagreement in excess of $25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.

4. The Offeror shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Offeror by the State.

5. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

D. Evaluation of the Contractor

1. An evaluation of the Offeror's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the Offeror for comment. The evaluation, together with the comments, shall be retained by the Authority.

E. Ownership of Data

1. During the term of this Agreement and upon completion of any and all work under this Agreement, all intellectual property rights, ownership and title to all report, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Offeror shall furnish the Authority all necessary copies of data needed to complete the review and approval process.
2. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
3. The Offeror is not liable for claims, liabilities or losses arising out of, or connected and electronic with, the modification or misuse by the Authority of the electronic machine readable information and data provided by the Offeror under this agreement; further, the Offeror is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Offeror.
4. Any subagreement in excess of $25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.

F. Confidentiality of Data

1. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Offeror in order to carry out this Agreement, shall be protected by the Offeror from unauthorized use and disclosure.
2. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Offeror further disclose such information or disseminate the same on any other occasion.
3. The Offeror shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Offeror's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
4. The Offeror shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.
5. All information related to any construction estimate is confidential and shall not be disclosed by the Offeror to any entity, other than the Authority.
6. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

G. Conflict of Interest

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

H. Settlement of Disputes

1. In the event of a dispute, the Offeror shall file a "Notice of Dispute" with the California High-Speed Rail Authority and the Chief Deputy Program Manager within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Deputy Program Manager shall meet with the Project Manager for purposes of resolving the dispute. The decision of the Chief Deputy Program Manager shall be final.
2. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
3. Neither the pendency of a dispute nor its consideration by the Authority's Contract Manager will excuse the Offeror from full and timely performance in accordance with the terms of this Agreement.

I. Indemnification

1. Offeror agrees to indemnify, defend, and hold harmless the Authority, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the professional services provided hereunder due to negligent or intentional acts, errors or omissions of the Offeror. The Offeror will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or intentional acts, errors or omissions of the Offeror.

J. Termination

1. This Agreement can be terminated at any time by mutual agreement of the Parties.
2. Termination for Cause: The Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Offeror.
3. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Offeror if terminated for convenience of the Authority.

4. Termination Issues for Subcontractors, Suppliers, and Service Providers: The Offeror shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Offeror being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.
5. Contractor Claims Against this Agreement Under Early Termination: The Offeror agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Offeror of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

K. Waiver

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

L. Stop Work

1. The Authority's Chief Program Manager or his or her assignees may, at any time, by written notice to the Offeror, require the Offeror to stop all or any part of the work tasks in this Agreement.
2. Upon receipt of such stop work order, the Offeror shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
3. The Offeror shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order.
4. An equitable adjustment shall be made by the Authority based upon a written request by the Offeror for an equitable adjustment. Such adjustment request must be made by the Offeror within 30 days from the date of receipt of the stop work notice.

Attachment F: Relevant Federal Requirements from Grant/Cooperative Agreement

The Project is financed in part with federal assistance provided by the FRA and therefore federal laws, regulations, policies, and related administrative procedures apply. The selected Offeror must comply with all applicable federal laws, regulations, policies, and related administrative practices. The most recent of such federal laws, regulations, policies and related administrative practices at the time will govern the contract for PCM Services, unless the FRA issues a written determination otherwise. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date the selected Offeror and the Authority execute the Agreement, but may apply to the Agreement for PCM Services. Some federal requirements applicable to the selected Offeror are identified elsewhere in the RFQ. This identifies federal requirements contained in the Grant/Cooperative Agreement between the FRA and the Authority, which are applicable to the selected Offeror and are not addressed elsewhere in the RFQ.

F.1. Federal Requirements

The Offeror understands that the Authority has received Federal funding from the 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 Offeror acknowledges that Federal laws, regulations, policies, and related administrative practices may change and that such changed requirements shall apply to the Project. The Offeror 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 Offeror shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which may cause the Authority to be in violation of FRA requirements.

F.2. Compliance with Federal Requirements

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

F.3. Federal Procurement Standards

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

F.4. Federal Lobbying Activities Certification

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

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, 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.

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

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

D. The Offeror 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.

F.5. Debarment and Suspension

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

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

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

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

2. Have had one or more public transactions (Federal, State, and local) terminated within the preceding three years for cause or default;

3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and

4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800.

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

The Offeror 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.6. Civil Rights

A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 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 Offeror 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 Offeror agrees to comply with applicable Federal implementing regulations and other implementing requirements that the FRA may issue.

B. **Access Requirements for Individuals with Disabilities:** The Offeror agrees to comply with, and assure that any subcontractor under this Agreement complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49

U.S.C. § 5301(d); and any other applicable Federal regulations, including any amendments thereto.

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

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

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

3. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Offeror 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 Offeror also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Offeror agrees to comply with any implementing requirements the FRA may issue.

The Offeror 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, cited in FR-HSR-0009-10-01-05 as 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Offeror agrees to comply with applicable Federal implementing regulations and other implementing requirements that the FRA may issue.

F.7. ARRA Funded Project

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

F.8. Whistleblower Protection

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

A. Gross mismanagement of a contract relating to ARRA funds;

B. Gross waste of ARRA funds;

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

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

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

The Offeror 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.

F.9. Fraud and False Claims Act

The Offeror acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801 et seq., the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Offeror certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Offeror 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 Offeror to the extent the Federal Government deems appropriate.

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

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

The Offeror 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.

F.10. Prohibition on Use of ARRA Funds

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

F.11. Enforceability

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

F.12. Access and Inspection of Records

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

    i. Access any books, documents, papers and records of the Offeror that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and

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

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

C. Pursuant to 49 C.F.R. § 18.26(i)(11), 49 C.F.R. § 19.26, or A-133 (whichever applicable), the Offeror agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than seven years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Offeror agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Offeror shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.

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

F.13. Safety Oversight

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

F.14. Reporting Requirements

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

A. The total amount of funds received by the Offeror during the time period defined in the Authority's request;

B. The amount of funds actually expended or obligated during the time period requested;

C. 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.

D. 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 date of execution of the contract;
iv. The transaction type;
v. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
vi. The location of the entity receiving the contract;
vii. The primary location of the contract, including city, state, congressional district, and county;
viii. The DUNS number, or name and zip code for the entity headquarters, if known;
ix. A unique identifier of the entity receiving the contract and the parent entity of that entity, should the entity be owned by another; and
x. The names and total compensation of the five most highly compensated officers of the company if the company 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.

E. 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.

F.15. Reprints of Publications

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

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

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

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

F.16. Site Visits

The Offeror agrees that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Offeror or any of its subcontractors under this Agreement, the Offeror 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 Offeror or subcontractor.

F.17. Property, Equipment and Supplies

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

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

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

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

E. The Offeror agrees that the FRA may:

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

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

F. Unless expressly authorized in writing by the Authority, the Offeror agrees to refrain from:

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

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

The Offeror agrees to refrain from taking any action or acting in a manner that would adversely affect the FRA's interest or impair the Authority's continuing control over the use of Project property or equipment.

F.18. Maintenance

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

F.19. Small Business/Disadvantaged Business Enterprises

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

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

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

The Offeror 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 Offeror 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.

F.20. Environmental Protection

When performing work under this Agreement, the Offeror and any Subcontractor shall comply with all applicable environmental laws, requirements and regulations, as amended, including, but not limited to, the following:

A. **Clean Air:** The Offeror 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.

B. **Clean Water:** The Offeror 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.

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

D. **Agreement Not To Use Violating Facilities:** The Offeror agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Offeror shall promptly notify the Authority if the Offeror 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 Offeror's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.

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

F. **Incorporation of Provisions:** The Offeror 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.

F.21. Recycling Certification

The Offeror 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.

F.22. Fly America

The Offeror agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Offeror shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier, and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Offeror agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

F.23. Wage Rate Requirements

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c)(2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Offeror shall comply with the Provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. § 151, et seq.) 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 Offeror shall comply with the provisions of 40 U.S.C §§ 3141, et seq. The Offeror shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

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

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

B. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

F.24. 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 (45 U.S.C. §§ 151, et seq., cited in FR-HSR-0009-10-01-05 as 43 U.S.C. §§ 151 et seq.), and

the Railroad Unemployment Insurance Act (45 U.S.C. §§ 351 et seq.). To the extent required by 49 U.S.C. § 24405(b) and other laws referenced above, the Offeror shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

F.25. Labor Protective Arrangements

The Offeror 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 Offeror 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.

F.26. Patent Rights

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

B. If the Offeror secures a patent with respect to any invention, improvement, or discovery of the Offeror or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Offeror 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.

C. The Offeror 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.

F.27. Rights in Data and Copyright

A. 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.

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

i. Except for its own internal use, the Offeror may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Offeror 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.

ii. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, the FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:

b. 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

c. Any rights of copyright to which a Grantee, subgrantee, or a third party contractor purchases ownership with Federal assistance.

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

D. To the extent permitted by State law, the Offeror agrees to indemnify, save and hold harmless the FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Offeror 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 Offeror shall not be required to indemnify the FRA for any such liability arising out of the wrongful acts of employees or agents of the FRA.

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

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

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

Forms and Certifications

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

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

Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:			☐ 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	

(Add rows/pages as needed)

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

Organization Name, Address, and Telephone

Signature of Team Representative

Printed Name

Title

Date

Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Organizational 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 Offeror with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Offeror and its team (including Offeror, Offeror Team members, and all subcontractors identified at the time of the submittal of its SOQ, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.

3. Explanation

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

4. Certification

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

_____
Signature

_____
Printed Name

_____
Printed Title

_____
Offeror

Cert. 1: Certification Regarding Miscellaneous State Requirements

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

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

CONTRACTOR CERTIFICATION CLAUSES:

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

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

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

b. Establish a Drug-Free Awareness Program to inform employees about:

   1. the dangers of drug abuse in the workplace;
   2. the person's or organization's policy of maintaining a drug-free workplace;
   3. any available counseling, rehabilitation and employee assistance programs; and,
   4. penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

   1. receive a copy of the company's drug-free workplace policy statement; and,
   2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

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

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

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

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

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

Sweatfree Code Of Conduct -

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

   1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

   1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:
   a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
   b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
   c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

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

AFFIDAVIT

STATE OF _____ §
§
§
COUNTY OF _____ §

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

_____
(Contact Name)

is the Official Representative of

_____,
(Offeror's Name)

The Offeror submitting the foregoing Proposal.

(If the Offeror 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 Offeror has carefully examined all documents that form this Request for Qualification 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 California High-Speed Train System, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

The Offeror 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 Offeror's approved Performance Plan developed in accordance with the Authority's Small and Disadvantaged Business Enterprise Program.

_____
Signature

_____
Printed Name

_____
Title

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

_____ [SEAL]

Notary Public in and for said County and State

My commission expires: _____

Cert. 3: Iran Contracting Certification

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

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

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

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this Request for Qualifications for Project and Construction Management Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Rail System.

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

Date: _____

Entity: _____

Signature: _____

Printed Name _____

Title: _____

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

Cert. 4: Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if an Offeror 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 Offeror to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

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

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

Primary Covered Transactions

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

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

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

(Mark one, below, with an “x”)

☐ Certify to the above ☐ Cannot certify to the above.

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

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

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

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

Lower Tier Covered Transactions

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

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

- 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 above in this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an “x”)

☐ Certify to the above ☐ Cannot certify to the above.

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

Signature of Person Certifying

Printed Name

Title

Date

Organization Name,
Address, and Telephone

Cert. 7: Non-Collusion Affidavit

State of _____ §
§
§
County of _____ §

The undersigned declares:

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

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

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

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

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

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

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

That all statements contained in the SOQ are true.

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

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

_____
(Offeror)

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

_____
Signature of Affiant

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

at _____ , _____ .
(City) (State)

Seal of Notary Public or
Officer Taking Oath

_____
Signature of Notary Public or
Officer Taking Oath

Cert. 8: Equal Employment Opportunity Certification

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

The undersigned certifies on behalf of _____ that:

_____

(Name of entity making certification)

Check one of the following boxes:

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

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

Check one of the following boxes:

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

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

Signature: _____

Title: _____

Date: _____

If not the Offeror, relationship to the Offeror: _____

Cert. 9: Non-Discrimination Certification

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

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

Cert. 10: Certification Regarding Lobbying

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

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

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

Executed this ____day of _____, 20 _____.

Company Name: _____

By: _____
(Signature of Company Official)

_____
(Title of Company Official)

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