



CALIFORNIA

High-Speed Rail Authority

REQUEST FOR PROPOSALS

FINANCIAL ADVISOR SERVICES

RFP HSR#14-01

State of California

May 9, 2014

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I. OVERVIEW AND GENERAL INFORMATION

PURPOSE OF RFP

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

- The California High-Speed Rail Authority (Authority) is issuing this RFP to receive proposals from qualified firms (Bidders) for Financial Advisor Services. The purpose of this RFP is to award a contract to one (1) Bidder to assist the Authority in providing financial analysis of the Authority's existing funding plans and prospective funding sources, business planning and analysis of delivery models and procurement options and potential financing sources, among other tasks appropriate for the high-speed rail system.
- The estimated dollar value for this contract is \$9 million (\$9,000,000.00) for a not-to-exceed budget. The term is estimated for a period of three (3) years. There will be one (1) two-year (2) option to renew.
- Bidders 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.
- The RFP will be available in electronic format 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 RFP must be submitted in writing through the State's Contract Register (www.bidsync.com) by **5:00 p.m. (PDT) on May 26, 2014**, for the benefit of all Bidders.
- The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessments or assumptions contained in this RFP through the issuance of an addendum or clarification posted on BidSync.



I. OVERVIEW AND GENERAL INFORMATION

AUTHORITY'S DESIGNATED POINT-OF-CONTACT

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

Andrea Mack, Contracts Analyst
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, California 95814
Telephone: (916) -403-6925
FAX: (916) 322-0827
E-mail: andrea.mack@hsr.ca.gov

All questions or communications related to this RFP shall be addressed through BidSync. Persons intending to submit proposals 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. Mack. The integrity of the selection process is of the utmost importance to the Authority. Failure to comply with the stated process will most likely result in disqualification.

Any verbal communication with an Authority employee concerning this RFP is not binding on the State and shall in no way alter a specification, term, or condition of the RFP.

KEY RFP DATES

Key activities and times for this RFP are presented below. All times are Pacific Daylight Time.

ACTIVITY	ACTION DATE
RFP Release	May 9, 2014
Deadline for Written Questions by 5:00 p.m.	May 26, 2014
Deadline to Submit Proposals by 4:00 p.m.	June 19, 2014
Interviews	July 7-10, 2014
Notice of the Proposed Award	July 17, 2014
Contract Start Date (Anticipated)	August 1, 2014
Contract Termination Date	June 30, 2017

RESPONSES TO THIS RFP

Responses to this solicitation shall be in the form of an Administrative Proposal and Technical and Cost Proposal according to the format described in this RFP. The Administrative Proposal shall provide the required administrative documentation as described in this RFP, and the Technical and Cost Proposal shall document the Bidder's experience, qualifications, management capabilities, project organization, technical expertise, etc., and costs to perform the tasks described in the Scope of Work.



I. OVERVIEW AND GENERAL INFORMATION

Please refer to **Section V. Proposal Format, Required Documents, and Delivery** to ensure your RFP complies with all requirements. The responses must be received no later than **4:00 PM, June 19, 2014**, addressed as follows:

MAILED OR HAND-DELIVERED TO:

Attention: Andrea Mack, Contracts Analyst
RFP HSR#14-01
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

AMENDMENTS TO REQUEST FOR PROPOSALS

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

NON-COMMITMENT OF THE AUTHORITY

This RFP does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a 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 responses received as a result of this request, to negotiate with any qualified Contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the Authority to do so.

PROPERTY RIGHTS

All submissions to this RFP 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 shall belong exclusively to the State of California. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

BUDGET CONTINGENCY CLAUSE

Only if sufficient funds are made available to the Authority by the U.S. Government or the California State Legislature for the purpose of this program is a contract valid and enforceable. Prior to execution or commencement of any contract resulting from this RFP, if sufficient funds are not made available for the current year and/or any subsequent years covered under a contract resulting from this RFP, then that 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.



II. BACKGROUND

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

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

Bidders acknowledge by submitting a proposal that any services or work performed is consistent and/or compliant to the conditions set within the following:

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012)
http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1029_bill_20120718_chaptered.pdf
- California High-Speed Rail Program 2014 Business Plan (April 2014)
http://www.hsr.ca.gov/About/Business_Plans/2014_Business_Plan.html
- US DOT FRA Grant/Cooperative Agreement FR-HSR-009-10-01 (and subsequent amendments)
http://www.hsr.ca.gov/docs/about/funding_finance/funding_agreements/FR-HSR-0009-10-01-05.pdf

The Authority is moving forward to complete Phase 1 of the HSR system and place in operation by 2020. It is recognized by the general public and the State leadership that the scale of this Project requires a large component of public financing, both State and Federal, but it is also the objective of the program to leverage private investment wherever possible and maximize the opportunities for public/private partnerships (PPP's).



III. SCOPE OF WORK AND DELIVERABLES

SCOPE OF WORK

The Consultant shall include the following tasks in the proposal Scope of Work to be submitted. The Consultant shall plan for the completion of these required tasks in the proposed program budget and schedule. The Consultant shall describe how the subcontractors, including the 30% small business participation will be involved in each task.

1. Perform financial assessment and analysis of the Project or segments of the Project.

The Consultant shall perform financial analysis for the Project and segments of the Project based on the construction, operating and maintenance cost estimates and revenue and ridership projections provided by the Authority. This task includes, but is not limited to:

- a. Develop a section assessment for the Initial Operating Segment and prepare a section-level financial analysis followed by assessments and financial analyses for each remaining section within the planned system. The plans shall include section development options and cashflow analyses.
- b. Participate in informational meetings with the Ridership and Revenue Model Enhancement consultants, Peer Review Panel, and/or other entities as requested to facilitate timely coordination of effort, identify and address issues of concern and share information.
- c. Assess the existing financial plan, key data sources, and assumptions and identify potential gaps.
- d. Perform financial analysis that analyzes the costs, revenue/ridership projections and financing and delivery alternatives.

2. Assess existing financial plans and develop future funding plans for the Project or segments of the Project.

The Consultant shall assess the existing financial plans, including funding sources, and develop future funding plans for the Project consistent with the financial planning requirements imposed on the Authority by applicable state and federal laws.

3. Identify and analyze potential funding and financing sources for the Project or segments of the Project.

The Consultant shall identify, analyze and develop implementation plans for prospective funding and financing sources. This task includes, but is not limited to:

- a. Analyze potential financing sources and structuring plans, including alternative and innovative financing. Sources may include governmental purposes tax-exempt bonds, tax-exempt Private Activity Bonds, Transportation Infrastructure



III. SCOPE OF WORK AND DELIVERABLES CONTINUED

Finance and Innovation Act (TIFIA), private financing including taxable bonds and bank loans, private placement financing, private equity, vendor financing, infrastructure banks, tax credit bonds, RRIF loans, federal credit enhancement structures and lines of credit, and foreign export development banks.

- b. Assist the Authority in coordinating meetings with potential equity investors, lenders, and international and domestic developers and investors in high-speed rail systems.

4. Analyze and evaluate delivery methods for the Project.

The Consultant shall analyze and evaluate various delivery models for the Project. As part of this task, the Consultant shall prepare a delivery options report that discusses the various delivery models and provides qualitative and quantitative considerations for the Authority to use in finalizing future delivery models for segments and elements of the Project.

5. Provide financial procurement assistance during Project procurements.

The Consultant shall provide financial and commercial assistance during the procurement of innovative delivery and contract models, such as Design-Build (D-B), Design-Build-Maintain (DBM), Design-Build-Operate-Maintain (DBOM), and Design-Build-Finance-Operate-Maintain (DBFOM). Led by Authority staff, the Consultant shall work with other Authority advisors including legal and technical advisors, to help plan and structure procurements.

This task includes:

- a. Assist with review and development of documents.
- b. Evaluation of financial capacity of RFQ and RFP respondents.
- c. Assist with discussions with industry respondents and evaluation of commercial alternatives.
- d. Assist with activities related to commercial and financial close processes.

6. Prepare analysis for the Authority's Business Plan and other Authority planning documentation and reports

The Consultant shall assist the Authority in preparing its biannual Business Plan and other planning documents. The Consultant shall prepare drafts of funding and financing plans, financial analysis, and delivery options analysis to support the Business Plan and other planning documents, as requested.



III. SCOPE OF WORK AND DELIVERABLES CONTINUED

7. Develop non-ticket and other revenue analyses and plans

The Consultant shall develop analysis and plans for ancillary and non-ticket revenue which shall include analyzing the potential revenue generation from these types of opportunities, based on inputs provided by the Authority and Authority consultants.

8. Analyze financial elements of major contracts, contract data, processes and potential gaps

The Consultant shall analyze financial elements of major contracts, financial and construction contract data, processes, systems and alternatives. As directed by the Authority, the Consultant will assist in analysis, support and workshops related to procurement processes, risk allocation, contract administration, invoice review and approval, project cost tracking, reporting and forecasting, contract change processes, systems assessment, organization and project reporting.

9. Contract Management

Consultant shall produce the products and services necessary to meet the Scope of Work. Within 30 days of notification that the contract has been approved and notification to proceed has been provided by the Authority's Contract Manager, the Consultant and the Authority shall confirm the project policy objectives and priorities; and agree upon a management plan with detailed tasks, deliverable, schedule and budget.

CONTRACT MANAGEMENT

Key contract management tasks include, but are not limited to: a kick-off meeting, progress reports, and a final meeting. Please note that prior to the submission of any final document or deliverable, a review period will be required of the draft incorporating comments and direction from the Authority and any other designated parties.

Kick-off Meeting

The Consultant shall attend a "kick-off" meeting with the Authority Contract Manager (ACM) and other staff as required. The Consultant's Project Manager, Contract Administrator, and Accounting Officer shall attend this meeting. The administrative and technical aspects of this contract will be discussed. Prior to the kick-off meeting, the ACM will provide an agenda to all potential meeting participants. The ACM shall designate the date and location of this meeting.

The administrative portion of the meeting shall include, but not be limited to, the following: Terms and Conditions of the Agreement and Invoicing, including format, timing and requirements.



III. SCOPE OF WORK AND DELIVERABLES CONTINUED

The technical portion of the meeting shall include, but not be limited to, the following:

- The Authority Contract Manager's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Deliverables
- Processes for submitting, reviewing and approving Progress Reports, Task Deliverables and Final Report

Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of the contract. Progress reports will be not be required more frequently than monthly. Progress reports may include the following: major milestones, contract schedules, progress by task to date, description of the progress, including identification of problems, proposed solutions and revised completion dates if necessary. Detailed instructions will be provided prior to the requirement for the first report.

INSURANCE REQUIREMENTS AND LIMITATION OF LIABILITY

- A. Consultant's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to four times the annual Contract Price of \$3 million.
- B. The foregoing limitation of liability shall not apply (i) to any liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Consultant's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- C. The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the \$10 million, as that term is defined in subsection A above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- D. In no event will either the Consultant or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Consultant's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Consultant's liability for such damages arises out of sub-section B(i), B(ii), or B(iv) above.



IV. EVALUATION PROCESS AND CRITERIA

ABOUT THIS SECTION

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals. A Bidder's proposal will be evaluated and scored based on its response to the information requested in this RFP.

The entire evaluation process from receipt of proposals to the posting of the Notice of Proposed Award is confidential.

PROPOSAL EVALUATION

Proposals received will be evaluated and the contract awarded in the following manner, in accordance with Public Contract Code section 10344:

Stage One: Fulfillment of RFP Mandatory Format

After the period has closed for receipt of proposals, each proposal received in accordance with the time and date set for receipt of proposals is opened and examined to determine compliance with the RFP format requirements and grounds for rejection. If a proposal is not rejected for technical reasons stated in Grounds for Rejection, it may still be rejected if it does not meet minimum administrative requirements.

Stage Two: Evaluation of Proposals

To review eligible proposals, the Authority will organize an Evaluation Committee. The Authority reserves the right to solicit technical input from other internal and external sources. This technical input will be utilized by the Evaluation Committee during the evaluation of the proposals.

Those proposals that meet the format requirements shall be submitted to the Evaluation Committee. The Evaluation Committee will evaluate and score proposals using the methods specified in this RFP. The contract will be awarded to the responsible bidder whose proposal is given the highest combined score by the evaluation committee.

The Evaluation Committee will evaluate and score all eligible proposals based on the Evaluation Criteria. The Evaluation Committee may, at its discretion, seek clarification of any point in the written technical proposal through a conference call or interview with the affected bidder. Proposals must attain 85 percent of the combined possible total points in the technical and costs sections to be considered for the interviews. After the technical and cost evaluation, those bidders who pass the minimum required combined score of 680 points (85%) will be scheduled for an interview by the Committee.

Note on the Cost Proposal Evaluation: The Bidder shall submit a Cost Proposal (see Exhibit A for sample). A Cost Proposal can receive a maximum of 300 points.



IV. EVALUATION PROCESS AND CRITERIA

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

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

The Cost Proposal score will be added to the Technical Proposal score.

Those bidders not meeting the minimum technical score of 680 points will not be interviewed.

Stage Three: Presentation

Bidders passing the technical and cost evaluation will be scheduled for a mandatory interview to be conducted at the Authority headquarters, 770 L Street, Suite 800, Sacramento, California. The Evaluation Committee will use patterned questions to conduct the interviews. Bidder responses will be scored in accordance with the criteria contained within the following pages. All scores are final at this time.



IV. EVALUATION PROCESS AND CRITERIA

HOW WILL THE PROPOSAL BE SCORED?

The Evaluation Committee will award points based upon the information provided in the Bidder's Proposal according to the following scoring scale.

Scoring Scale

The Evaluation Committee will score each Proposal independently. The scores will then be multiplied by a weighting factor to obtain the total points for that criterion. The final score for each Bidder will reflect the average of the combined scores of all Evaluation Committee members. Scores will be assigned in accordance with the following guidelines:

0 Points	<ul style="list-style-type: none">✓ Is not in substantial accord with the RFP requirements.✓ Has a potential significant effect on the amount paid or net cost to the State or the quality or quantity of product and/or service.✓ Provides an advantage to one competitor over the other competitors, for example, not paying minimum wages.
1-3 Points	<ul style="list-style-type: none">✓ The proposal states a requirement, but offers no explanation of how or what will be accomplished.✓ The response contains a technical deficiency which is an inaccurate statement or reference concerning the how, what, where, or when, which is part of an overall statement or description.
4-6 Points	<ul style="list-style-type: none">✓ Satisfies the minimum requirements and describes generally how and/or what will be accomplished.
7-9 Points	<ul style="list-style-type: none">✓ Satisfies the minimum requirements and specifically describes how and/or what will be accomplished in an <u>exemplary manner</u>, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).
10 Points	<ul style="list-style-type: none">✓ Exceeds the minimum requirements and specifically describes how and/or what will be accomplished both quantitatively and qualitatively, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).



IV. EVALUATION PROCESS AND CRITERIA

TECHNICAL EVALUATION CRITERIA	WEIGHT FACTORS	X	MAX POINTS (0-10)	WEIGHTED SCORE
1. Approach to Tasks in Scope of Work				
<ul style="list-style-type: none"> • Completeness and thoroughness of proposal (addresses all of the tasks defined). • Recommended approach to meet contract objectives. • Proposal demonstrates the ability to complete all aspects of the contract. • Proposal demonstrates experience in administering contract costs, maintaining schedules, and quality control of deliverables. • Proposal demonstrates clear understanding of Project and deliverables to meet contract goals. 	10			
2. Consultant / Team Experience and Qualifications				
<ul style="list-style-type: none"> • Proposal demonstrates efficient contract management and administrative methods. • Proposal provides an appropriate and effective contract management team with experience in financial planning. • Demonstrates effective and appropriate contract management. • Proposal demonstrates clear roles and responsibilities among team. • Proposal team education and experience are relevant to the requirements of the Scope of Work. • Team has prior experience working together. • Proposal management team demonstrates commitment and availability. • Proposal team experience in working with state agencies. • References exhibit past satisfactory performance. 	10			



IV. EVALUATION PROCESS AND CRITERIA

3. Responsiveness to Project Requirements				
<ul style="list-style-type: none"> • Proposal demonstrates a thorough knowledge of the Project in its current state of development. • Proposal demonstrates understanding of necessary steps required to develop a robust financial strategy. • Proposed strategy presents a clear and logical framework. • Proposal illustrates knowledge and understanding of federal, state, regional, local and general public issues relative to Project. • Scope of Work is specific and consistent with State objectives. • Proposal shows clear understanding of contract Terms and Conditions. 	25			
4. Example of Prior Work				
<ul style="list-style-type: none"> • Ability to deliver relevant, meaningful work products, financial analysis is easily understood. 	5			
Minimum Points for Technical			425	
Maximum Points for Technical			500	



IV. EVALUATION PROCESS AND CRITERIA

COST CRITERIA	MAX POINTS	ACTUAL SCORE
5. Cost		
Cost Proposal Total: (Lowest Cost Proposal/Proposer's Cost Proposal) x 300 =	300	
Total Cost Score	300	
Total Technical Points	500	
Maximum Points	800	

Minimum points required to participate in Interviews: 680 (85%) Proposals not attaining a minimum score from the Technical section will be eliminated from further competition.



IV. EVALUATION PROCESS AND CRITERIA

PRESENTATION EVALUATION CRITERIA WORKSHEET

The following criteria will be used for scoring the interview/oral presentations:

PRESENTATION EVALUATION CRITERIA	WEIGHT FACTORS	X	MAX POINTS (0-10)	WEIGHTED SCORE
<ul style="list-style-type: none"> • Demonstrated knowledge of financing megaprojects. • Demonstrated clear understanding of public and private financing mechanisms. • Demonstrated understanding of the critical project success factors (identification of viable and feasible financing options, accurate and timely financial projections). • Demonstrated evidence of prior project experience with challenges of this magnitude and complexity. • Bidder's ability to integrate their ideas into the Authority's Goals and Objectives. • Response to Evaluation Committee's questions pertaining to the presentation. • Professionalism of presentation. 	20			

Evaluator's Subtotal (sum of weighted scores)		
Minimum Points Required to Pass Presentation (70%)	140	
Maximum Points Available for Presentation	200	

Total Technical and Cost Evaluation Score - MAX 800	800	
Presentation - MAX 200	200	
TOTAL SCORE (Technical Evaluation + Cost Evaluation + Presentation)	1000	



IV. EVALUATION PROCESS AND CRITERIA

SMALL BUSINESS PARTICIPATION

For this solicitation, the Authority has established a 30 percent Small Business Enterprise goal in accordance with the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, adopted August 20, 2012 (SB/DBE Program). A copy of the policy is located on the Authority's website:

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

RFPs will be evaluated for compliance with the SB/DBE Program in meeting the goal commitment of 30 percent and Consultant's approach to ensuring this goal is met during performance of the contract.

Within the proposal each Bidder should list the name of each SBE/DBE/DVBE subconsultant it will use during the course of the Work, the services each will provide, and the percentage of the Work each is anticipated to perform.

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

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

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



V. PROPOSAL FORMAT, REQUIRED DOCUMENTS, AND DELIVERY

This section contains the format requirements and instructions on how to submit a proposal. The format is prescribed to assist the Bidder in meeting State bidding requirements and to enable the Authority to evaluate each proposal uniformly and fairly. Bidders must follow all Proposal format instructions, answer all questions, and supply all requested data.

REQUIRED FORMAT FOR A PROPOSAL

1. Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Consultant wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly.
2. Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 10, Page 2 of 10, etc.).
3. Brochures and miscellaneous materials not specifically requested will not be evaluated.
4. Unnecessarily elaborate responses and/or lengthy presentations are not desired or required by the Authority.
5. Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.

NUMBER OF COPIES

Bidders must submit the original and 6 copies of the Administrative Response (Volume 1), and Technical and Cost Proposal (Volume 2).

Bidders must also submit electronic files of the proposal on CD-ROM diskette along with the paper submittal. Electronic files must be in Microsoft Word XP (.doc format) and Excel Office Suite formats. Electronic files submitted via e-mail will not be accepted.

PACKAGING AND LABELING

The original and copies of each volume must be labeled "Request for Proposal HSR#14-01," and include the title of the proposal and the appropriate volume number:

Volume 1 – Administrative Response

Volume 2 – Technical and Cost Proposal



V. PROPOSAL FORMAT, REQUIRED DOCUMENTS, AND DELIVERY

Include the following label information and deliver your proposal, in a sealed package:

Person's Name, Phone #	
Bidder's Name	
Street Address	
City, State, Zip Code	
FAX #	
	RFP HSR#14-01
	California High Speed Rail Authority
	Contracts Office
	ATTN: Andrea Mack
	770 L Street, Suite 800
	Sacramento, California 95814

PREFERRED METHOD FOR DELIVERY

A Bidder may deliver a proposal by:

- U. S. Mail
- Personally
- Courier service

Proposals must be received no later than **4:00 p.m. (PDT), June 19, 2014**, to the Authority Contracts Office during normal business hours and prior to the date and time specified in this RFP.

LATE SUBMITTALS

In accordance with Public Contract Code section 10344, proposals received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not accepted under any circumstance-and are not acceptable toward meeting the submission deadline for proposal delivery. A Proposal is late if received any time after **4:00 p.m. (PDT) on June 19, 2014**. Proposals received after the specified time will not be considered and will be returned to the Bidder.



V. PROPOSAL FORMAT, REQUIRED DOCUMENTS, AND DELIVERY

ORGANIZE YOUR PROPOSAL AS FOLLOWS:

VOLUME 1, Administrative Response

Cover Letter	
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VOLUME 2, Technical Response

- A: Approach to Tasks in Scope of Work
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- Total Labor Costs for the Project
- Total Other Direct Costs for the Project (i.e., Travel, etc.)
- Labor Costs by Task
- Other Direct Costs by Task (i.e., Travel, etc.)



V. PROPOSAL FORMAT, REQUIRED DOCUMENTS, AND DELIVERY

VOLUME 1, Administrative Response

Cover Letter

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

VOLUME 2, Technical Proposal

A. Approach / Methodology.

The prospective Consultant/Team shall describe:

1. The overall approach of the Financing Strategy,
2. Specific techniques that will be used,
3. Specific administrative, operational and management expertise that will be employed, and
4. The allocation of resources to various tasks as a percentage of the total budget.

B. Team Organizational Structure

The prospective Consultant/Team must have experience developing innovative financing programs for large infrastructure projects. The Consultant/Team must have knowledge of various funding alternatives needed to implement a project of this magnitude. The Consultant/Team must demonstrate their ability to develop dynamic financing models. The Consultant/Team must provide detailed descriptions and documented results of previous work and experience.

1. Describe the organizational structure of the Bidder, including an organizational chart of the entire contract team.
2. Identify the location of the Bidder's and Subcontractor's headquarters and satellite office(s) and proposed methods of minimizing costs to the State.
3. Provide a short description of each firm and key members of the team. Indicate any history of a working relationship between the team members noting any significant success stories
4. Describe the organization, composition, and functions to be performed by staff members of the Bidder and any subcontractors and how the staff pertains to this contract.
5. Identify a primary contact person. This person should attend the oral interview session. At least one person from each subcontractor should also attend the interview.



V. PROPOSAL FORMAT, REQUIRED DOCUMENTS, AND DELIVERY

C. Proposal Team Experience and Qualifications

1. Describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, and a resume for each professional.
2. Include an estimate of how many hours each professional will be assigned to the contract and what tasks each professional will perform including subcontractor hours. The Consultant/Team shall not cause members of the proposal team to be substituted without prior approval of the Authority.

D. Schedule of Tasks

1. The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work, timeframe and deliverable due dates for each task.
2. The schedule shall specify the estimated hours to accomplish each task.
3. The schedule shall be in accordance with the milestones listed in the Scope of Work section.

E. Previous Work Products

Describe and provide at least one example of a similar financial analysis plan that demonstrates successfully completed relevant work by your organization or team.

F. Client References

1. Names, current addresses and telephone numbers for a minimum of three (3) clients for whom the Bidder (i.e. the prime Bidder submitting a Proposal, the joint venture submitting a Proposal, or each individual prime member of a joint venture) has performed similar work.
2. Include the title of the project or assignment, scope of the assignment, name of each proposed consultant team member working on that project or assignment, and the date of service of the agreement.
3. Briefly describe how the past project or assignment identified provide the experience preferred in this RFP.



V. PROPOSAL FORMAT, REQUIRED DOCUMENTS, AND DELIVERY

VOLUME 2, Cost Proposal

The Consultant must submit Cost Proposal information as suggested in Exhibit A, and will be deemed the equivalent of a formal bid submission under the Public Contract Code. Rates and personnel shown must reflect rates and personnel you would charge if you were chosen as the Consultant for this RFP.

The Consultant must submit total costs of the contract and by task, with a detailed breakdown showing how the costs were determined as follows:

1. Identification of position/classification titles funded
2. Percentage of time devoted to the work
3. Loaded rate (including fringe and operating costs)
4. Travel and per diem expenses
5. Overhead or indirect expenses
6. Subcontractors with the same type of cost details
7. Other costs (if any)

NOTE: The cost information provided will not be kept confidential.

The Authority shall compensate the successful Bidder for actual hours worked. The cost information will become a part of the final contract. The entire term of the contract and projected rate increases must be considered when preparing the budget. The rates bid are considered capped and shall not change during the term of the contract. The Consultant shall only be reimbursed for the actual billing rates up to the rate cap identified in the Cost Proposal.

All Cost Proposals must include anticipated reimbursable expenses. The rates listed on the Cost Proposal Worksheet shall be fully loaded and include all direct and indirect costs, including overhead and taxes incidental to the specified rates.

Travel

Consultants shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. Consultant must pay for travel in excess of these rates. Any travel must be pre-approved by the Authority's Contract Manager. Contractor may obtain current rates at the following web site:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>



VI. ADMINISTRATION

COST OF DEVELOPING PROPOSAL

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

ERRORS

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Authority of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the RFP, without divulging the source of the request for clarification. The Authority shall not be responsible for failure to correct errors.

CONFIDENTIAL INFORMATION

The Authority will not accept or retain any Proposals that are marked confidential in their entirety and Bidders are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal.

DARFUR CONTRACTING ACT OF 2008

Effective January 1, 2009, all Requests for Proposals (RFP) must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A “scrutinized” company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b).

LOSS LEADER

Per Public Contract Code 10302, (b) (1) it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.



VI. ADMINISTRATION

RFP CANCELLATION AND AMENDMENTS

If it is in the State's best interest, the Authority reserves the right to do any of the following:

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP

If there is an addendum to the RFP, it will be posted to Bidsync and the Authority's website.

CONTRACT AMENDMENT

The agreement resulting from this RFP may be amended to make changes, including without limitation; additional funds, additional time, additional or modified tasks, and additional or modified terms. Amendments may be made without competitively bidding, so long as the amendment is exempt from competitive bidding pursuant to Public Contract Code section 10335, Government Code section 11010.5 and the State Contract Manual.

MODIFYING OR WITHDRAWAL OF PROPOSAL

A Bidder may, by letter to the Contact Person at the Authority, withdraw or modify a submitted Proposal before the deadline to submit proposals. Proposals cannot be changed after that date and time. A Proposal cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP: "This proposal and the cost estimate are valid for 60 days."

IMMATERIAL DEFECT

The Authority may waive any immaterial defect or deviation contained in a Bidder's proposal. The Authority's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

DISPOSITION OF BIDDER'S DOCUMENTS

On the Notice of the Proposed Award posting date all proposals and related material submitted in response to this RFP become a part of the property of the State and public record. Bidders who want any work examples they submitted with their proposals returned to them shall make this request and provide either sufficient postage or a Courier Charge Code to fund the cost of returning the examples.

NOTICE OF PROPOSED AWARD

After scoring, the Notice of the Proposed Award will be posted for five (5) working days at the Authority's headquarters in Sacramento, and on the Authority's web site. In addition, each Bidder under this solicitation will be mailed a copy of the Notice of the Proposed Award for this solicitation.



VI. ADMINISTRATION

CONTRACT REQUIREMENTS

The Authority will not consider any changes to the Contract “terms and conditions” contained in this RFP. If, for any reason, a successful Bidder does not sign the Contract documents within the time allotted, the Authority may eliminate that Proposal from its award list and select the next highest ranked Proposal for funding from the rank order of eligible proposals under the Solicitation.

The content of this RFP shall be incorporated by reference into the final contract.

NO CONTRACT UNTIL SIGNED & APPROVED

No contract between the Authority and the successful Bidder is in effect until the contract is signed by the Consultant, signed by the Authority, and approved by the Department of General Services.

AUDIT

The Bureau of State Audits and the Authority may audit a Contract awarded under this RFP up to a period of three years after the final payment or termination of the Contract.

SUBCONTRACTORS

The Bidder must submit the information required in the Team Qualifications and Experience section of the proposal for all Subcontractors including SB/DBE subcontractors as well as the budget forms.

UNSUCCESSFUL PROPOSALS

After the Notice of the Proposed Award is posted, each unsuccessful Bidder may request a debriefing meeting with the Authority Contracts Office. The debriefing meeting is an opportunity for an unsuccessful Bidder to learn why their particular proposal was not successful and may provide insight to improving proposal preparation for future solicitations.

AWARD PAYMENTS AND INVOICING

Award payments shall be subject to the following conditions:

Payments will be made on a reimbursement basis, after the recipient submits the appropriate invoice(s) to the Authority.

Ten percent (10%) of the contract amount will be withheld as retention until the final report is received from the Consultant and the Authority’s Contract Manager determines the contract has been satisfactorily completed. Typically, the Authority withholds 10% from each invoice throughout the program period, and then the bidder submits a retention invoice once all contract deliverables have been satisfactorily completed.

All invoices must be submitted with a completed payment request form, as specified by the Authority, and accompanied by all backup documentation. The backup documentation must include copies of paid invoices and receipts detailing the specific equipment purchased, the services produced, and personnel time records where appropriate.



VI. ADMINISTRATION

Authority staff must approve all invoices. Such approval is subject to the Consultant's acceptable submittal of the required progress reports, other specified products, and the appropriateness of the invoiced expenses under the contract.

BIDDERS' ADMONISHMENT

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting a proposal.

GROUNDINGS TO REJECT A PROPOSAL

A Proposal shall be rejected if:

- It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- It is considered non-responsive to the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, adopted August 20, 2012.
- It is lacking any properly executed Certification Clauses. The Bidder is responsible for confirming all fields and necessary signatures are completed before submitting.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability that is a requirement of this RFP.
- There is a conflict of interest as contained in Public Contract Code Sections 10410-10412 and/or 10365.5 or as defined in the Authority's Organizational Conflict of Interest Policy.



VI. ADMINISTRATION

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple proposals for each task.
- It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise non-responsive.

PROTEST PROCEDURES

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

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
- During the five working days that the Notice of the Proposed Award is posted, protests must be filed with the DGS Legal Office and the Authority Contracts Office.
- Within five days after filing the protest, the protesting Bidder must file with the DGS Legal Office and the Authority Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Authority for the DGS hearing officer consideration.



**EXHIBIT A
SAMPLE COST PROPOSAL FORMAT**

PART I:

TOTAL LABOR COSTS FOR THE CONTRACT:

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	PROJECTED <u>HOURS</u>	x	BILLING <u>RATE</u> =	<u>TOTAL</u>
		_____		_____	_____
		_____		_____	_____
	Subtotal	_____		_____	_____

TOTAL OTHER DIRECT COSTS FOR THE CONTRACT:

(Overhead or indirect costs, travel, etc.)

Subtotal _____

TOTAL COST:

PART II:

LABOR COSTS BY TASK:

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	PROJECTED <u>HOURS</u>	x	BILLING <u>RATE</u> =	<u>TOTAL</u>
		_____		_____	_____
		_____		_____	_____
	Subtotal	_____		_____	_____

TOTAL OTHER DIRECT COSTS BY TASK:

(Overhead or indirect costs, travel, etc.)

Subtotal _____

TOTAL COST:

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

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

(Add rows/pages as needed)

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



**Organization Name,
Address, and Telephone**

Signature of Team Representative

Printed Name

Title

Date



Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

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

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

2. Disclosure

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



3. Explanation

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

4. Certification

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

Signature

Printed Name

Printed Title

Consultant



Cert. 1: Certification Regarding Miscellaneous State Requirements

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

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

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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.



- c) Every employee who works on the proposed Agreement will:
- i. Receive a copy of the company's drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

Sweatfree Code Of Conduct -

- 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):

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

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

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



subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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



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

AFFIDAVIT

STATE OF _____ §

§

§

COUNTY OF _____ §

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

(Contact Name)

is the Official Representative of

(Consultant's Name)

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

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

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

[Signature Page Follows]



Cert. 2: Consultant's Overall Contract Small Business Goal Commitment Affidavit
Signature Page

Signature

Printed Name

Title

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

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

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 RFP HSR#14-01 Financial Advisor Services for the California High-Speed Rail Authority.

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

Date:

Entity: _____

Signature

Printed Name

Title

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

Cert. 4: Darfur Contracting Act Certification

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

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

1. _____ 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.
 Initials

OR

2. _____ 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.
 Initials

OR

3. _____ 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.
 Initials

CERTIFICATION for Paragraph No. 3

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

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



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

Primary Covered Transactions

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

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

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

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

Certify to the above Cannot certify to the above.

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

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

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



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

Lower Tier Covered Transactions

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

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

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

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

Certify to the above Cannot certify to the above.

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

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



Cert. 7: Non-Collusion Affidavit

State of _____ §

§

§

County of _____ §

The undersigned declares:

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

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

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

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

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

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

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

That all statements contained in the SOQ are true.

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



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

(Consultant)

I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct and that this declaration is executed on the _____ day of _____,

20 _____ at _____,

(City) (State)

Signature of Affiant

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

at _____,

(City) (State)

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath



Cert. 8: Equal Employment Opportunity Certification

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

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

Check one of the following boxes:

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

Check one of the following boxes:

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

Signature: _____

Title: _____

Date: _____

If not the Consultant, relationship to the Consultant: _____



Cert. 9: Non-Discrimination Certification

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

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



Cert. 10: Certification Regarding Lobbying

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

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

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

Executed this _____ day of _____, 20____.

Company Name: _____

By: _____
(Signature of Company Official)

(Title of Company Official)

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