

California High-Speed Rail Authority



Request for Proposals for Insurance Broker and Administrative Services

RFP No.: HSR14-05

May 7, 2014

Table of Contents

1.0	OVERVIEW AND GENERAL INFORMATION	1
1.1	DEFINITIONS	2
1.2	ACRONYMS	4
1.3	AUTHORITY'S DESIGNATED POINT-OF-CONTACT.....	5
1.4	PROPOSAL SUBMITTAL INFORMATION	6
1.4.1	Addendums to Request for Proposals.....	7
1.4.2	Non-Commitment of Authority.....	7
1.4.3	Late Submittals.....	7
1.4.4	Modification or Withdrawal of Proposals	7
1.4.5	Property Rights.....	7
1.4.6	Improper Communications and Contacts	8
2.0	BACKGROUND	9
3.0	DESCRIPTION OF WORK.....	10
4.0	PROPOSAL REQUIREMENTS.....	12
4.1	GENERAL REQUIREMENTS	12
4.2	TRANSMITTAL LETTER	13
4.2.1	Minimum Qualifications.....	13
4.3	EXECUTIVE SUMMARY	14
4.4	CONTENTS OF THE PROPOSAL	14
4.4.1	Past Performance and Experience	14
4.4.2	Understanding of the Scope of Work	15
4.4.3	Small Business Participation.....	17
4.4.4	Cost Proposal	17
4.5	ORGANIZATIONAL CONFLICTS OF INTEREST	18
4.6	CONFIDENTIALITY	19
5.0	EVALUATION AND NEGOTIATION.....	20
5.1	PROPOSAL REVIEW	20
5.2	PROPOSER EVALUATION.....	20
5.2.1	Minimum Qualifications.....	21
5.2.2	Technical Proposal Evaluation.....	21
5.2.3	Discussions/Interviews	21
5.2.4	Cost Proposal Evaluation.....	21
5.3	CONTRACT FINALIZATION PROCESS.....	21
6.0	ADDITIONAL REQUIREMENTS RELATED TO THE CONTRACT FOR INSURANCE BROKER AND ADMINISTRATIVE SERVICES	22



6.1	LICENSING REQUIREMENTS.....	22
6.2	INSURANCE.....	22
6.2.1	Workers' Compensation Insurance.....	22
6.2.2	General Liability Insurance.....	22
6.2.3	Automobile Liability Insurance.....	22
6.2.4	Professional Liability (Errors & Omissions) Insurance.....	22
6.2.5	Other Provisions or Requirements.....	23
6.3	RECYCLING CERTIFICATION.....	25
6.4	DISADVANTAGED BUSINESS ENTERPRISES.....	25
6.4.1	Small and Disadvantaged Business Enterprise Program.....	26
6.5	SUBCONTRACTING.....	26
6.6	PREVAILING WAGES.....	26
6.7	FORCE MAJEURE.....	26
7.0	PROTEST PROCEDURES.....	27

List of Tables

Table 1:	Key RFP Dates:	6
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List of Attachments

Attachment A:	Scope of Work
Attachment B:	Minimum Qualifications Checklist
Attachment C:	Criteria for Awarding Points for the Proposal
Attachment D:	General Terms and Conditions (GTC 610)
Attachment E:	Additional State Provisions
Attachment F:	Relevant Federal Requirements from Grant/Cooperative Agreement
Attachment G:	Cost Proposal Form



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:	Proposer's Overall Project Small Business Goal Commitment Affidavit
Cert. 3:	Iran Contracting Certification
Cert. 4:	Darfur Contracting Act Certification
Cert. 5:	Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
Cert. 6:	Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
Cert. 7:	Non-Collusion Affidavit
Cert. 8:	Equal Employment Opportunity Certification
Cert. 9:	Non-Discrimination Certification
Cert. 10:	Certification Regarding Lobbying



1.0 Overview and General Information

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

- The California High-Speed Rail Authority (Authority) is issuing this RFP to receive Proposals from qualified firms (Proposers) to provide Insurance Broker and Administrative Services. These services will include placing consolidated General and Excess Liability insurance written on a project basis (consolidated insurance program) covering a portion of the California High-Speed Rail System construction. The selected Proposer may also be requested to place other forms of project-based insurance.
- This procurement will be based on the combined Technical and Cost Proposal scores. Responsive Proposals submitted in response to this RFP will be evaluated with the intent of awarding a contract to the highest ranked Proposer.
- The selected Proposer may be working with the Federal Railroad Administration (FRA), Surface Transportation Board (STB), California Public Works Board (PWB), California Department of Transportation (Caltrans), California Department of General Services (DGS), other partnering agencies and contractor(s) on the California High-Speed Rail Project under the direction of the Authority's Contract Manager (ACM).
- The contract period will start with a Notice to Proceed (NTP) and is anticipated to extend up to five years.
- The total dollar value for the contract resulting from this RFP is not to exceed \$3,000,000. The cost of insurance premiums is separate from and not included in this amount.
- Proposers are required to comply with the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 20, 2012 (http://www.hsr.ca.gov/Programs/Small_Business/index.html), and submit Form A and Certification 2, attached to this RFP, thereby making a commitment to the requisite participation by Small, Disadvantaged, and Disabled Veteran Business Enterprises.
- Negotiations for final terms and conditions of the contract shall be held with the top ranked Proposer, which will be the Proposer with the highest combined Technical and Cost Proposal score.
- The RFP will be available in electronic format on the State's Contract Register at (www.bidsync.com) and a link can be found on the Authority's website (www.hsr.ca.gov).

All questions regarding this RFP must be submitted in writing through (www.bidsync.com) by 4:00 PM PDT on May 23, 2014. Responses to questions submitted will be posted on bidsync for the benefit of all participants.



1.1 Definitions

Authority – California High-Speed Rail Authority.

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

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

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

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

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

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

Day – Calendar day.

Design-Builder – The Design-Builder performing the design and construction work for Construction Package 1, Construction Package 2-3, Construction Package 4, or Construction Package 5, as applicable and as detailed in the Design-Build Contract.

Design-Build Contract – The contract between the Design-Builder and the Authority for design-build services to be performed for Construction Package 1, Construction Package 2-3, Construction Package 4, or Construction Package 5, as applicable.

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

Disabled Veteran Business Enterprise (DVBE) – A 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 (FCS) – 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.

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

Insurance Broker and Administrative Services Contractor – The Proposer awarded a contract pursuant to this RFP for Insurance Broker and Administrative Services.

Insurance Broker and Administrative Services – The scope of work described in Section 3 and Attachment A of this RFP.

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

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.

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

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

Project – The First Construction Segment, bounded by Avenue 17 in the County of Madera and Allen Road in the County of Kern, including the installation of rail. Also referred to Construction Packages 1 through 5.

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

Small Business – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration 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 any contract resulting from this RFP, any Person with whom the Proposer proposes to enter into a subcontract for any part of the Work, or that will enter into a subcontract for any part of the Work, at any tier; or
- b. After award of any contract resulting from this RFP, any Person with whom the Broker has entered into a subcontract for any part of the Work, or with whom any subcontractor has further subcontracted any part of the Work, at all tiers.

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

1.2 Acronyms

ACM – Authority’s Contract Manager

ARRA – American Recovery and Reinvestment Act of 2009

CalSTA – California State Transportation Agency

Caltrans – California Department of Transportation

CCIP – Contractor Controlled Insurance Program

CP-01 – Construction Package 1

CP 2-3 – Construction Package 2-3

CP 4 – Construction Package 4

CP 5 – Construction Package 5

DB – Design-Build

DBE – Disadvantaged Business Enterprise

DGS – California Department of General Services

DVBE – Disabled Veteran Business Enterprise

FCS – First Construction Segment

FOIA – Freedom of Information Act



FRA – Federal Railroad Administration

GL – General Liability

IOS – Initial Operating Segment

MB – Microbusiness

NTP – Notice to Proceed

OCIP – Owner Controlled Insurance Program

PMT – Program Management Team

RFI – Request for Information

RFP – Request for Proposals

SBE – Small Business Enterprise

SONO – Statement of No Objection

U.S. DOT – United States Department of Transportation

1.3 Authority's Designated Point-of-Contact

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

Marcos Hernandez
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Phone: (916) 403-6928
Fax: (916) 322-0827
Email: Marcos.Hernandez@hsr.ca.gov

Persons intending to submit Proposals in response to this RFP shall not contact or discuss any items related to this process with any Board member or Authority or PMT staff other than Mr. Hernandez. Failure to comply with this communication prohibition may result in disqualification. Brokers are not authorized to approach any insurance markets regarding this RFP.



1.4 Proposal Submittal Information

Table 1: Key RFP Dates:

Key Dates	Activity Description
May 7, 2014	RFP advertised
May 20, 2014	Pre-bid Conference: Department of Water Resources Auditorium 1416 9 th Street Sacramento, CA 95814 9:00 AM to 11:00 AM Pacific Daylight Time The pre-bid conference is not mandatory.
May 23, 2014	Last day to submit written questions by 4:00 PM PDT
May 29, 2014	Response posted to written questions
June 6, 2014	Proposals due to Authority's office by 4:00 PM PDT
June 18-19, 2014	Discussions/Interviews with Proposers held in Sacramento, CA
June 24, 2014	Notice of Intent to Award released by 5:00 PM PDT
Week of July 7, 2014	Meeting with top-ranked firm
July 25, 2014	Proposed Agreement start date

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

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

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

Proposals must be received (mail or hand-delivered) no later than 4:00 PM PDT, June 6, 2014, addressed as follows:

1st Sealed Package/Envelope	2nd Sealed Package/Envelope
Attention: Marcos Hernandez California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 TECHNICAL PROPOSAL DO NOT OPEN	Attention: Marcos Hernandez California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 COST PROPOSAL DO NOT OPEN

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



RFP No.: HSR 14-05

California High-Speed Rail Authority
Insurance Broker and Administrative Services Proposal

Proposer: _____

1.4.1 Addendums to Request for Proposals

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

1.4.2 Non-Commitment of Authority

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

1.4.3 Late Submittals

In accordance with California Public Contract Code § 10344, Proposals received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for Proposal delivery. A Proposal is late if received any time after 4:00 PM PDT on June 6, 2014. Proposals received after the specified time will not be considered and will be returned to the Proposer.

1.4.4 Modification or Withdrawal of Proposals

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

1.4.5 Property Rights

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



1.4.6 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 RFP and will be completed with either the execution of the Insurance Broker and Administrative Services contract or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

- A. After submittal of Proposals, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFP or any other team's Proposal with the exception of subcontractors that are shared between two or more Proposer Teams. In such cases, those subcontractors may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during Authority sponsored informational meetings).
- B. Proposers shall correspond with the Authority regarding the RFP only through the Authority's Designated Point-of-Contact (see Section 1.3 of this RFP) and Proposer's RFP/Proposal Manager.
- C. Except for communications expressly permitted by the RFP or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Proposer or representative thereof shall have any ex parte communications regarding the RFP or the procurement described herein with any member of the Authority Board or with any Authority or PMT staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement or the Project.
- D. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFP.
- E. The Proposers shall not contact the entities listed below, including any employees, representatives, and members:
 1. Federal Railroad Administration (FRA)
 2. California State Transportation Agency (CalSTA)
 3. California Department of Transportation (Caltrans)
 4. California Department of General Services (DGS)
 5. California High-Speed Rail Authority (except as provided in this RFP)
- F. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
- G. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFP process.



2.0 Background

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

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

Only if sufficient funds are made available to the Authority by the U.S. Government or the California State Legislature for the purpose of this program is a contract valid and enforceable. Prior to execution or commencement of any contract resulting from this RFP, if sufficient funds are not made available for the current year and/or any subsequent years covered under a contract resulting from this RFP, then that 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 this agreement, if Congress or the State Legislature does not appropriate sufficient funds for the program, the Authority shall have the option to either: 1) cancel the contract with no further liability occurring to the Authority; or 2) amend the contract reduce the scope of work to reflect any reduction in funds.

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

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012)
http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1029_bill_20120718_chaptered.pdf
- The most current approved version of: California High-Speed Rail Program Revised 2014 Business Plan (May 2014)
http://www.hsr.ca.gov/About/Business_Plans/2014_Business_Plan.html;
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.

It is the intent of the Authority to establish an owner controlled insurance program (OCIP) of general and excess liability for the First Construction Segment (FCS). Total liability coverage limits shall meet or exceed the minimum requirements of the Union Pacific Railroad (UP) and the Burlington Northern Santa Fe Railroad (BNSF) of \$200,000,000.00.

The term of this agreement shall not be more than 5 years. The Insurance Broker and Administrative Services contract will support the Authority in construction of the FCS, also known as Construction Packages 1-5, which will extend from Avenue 17 in the County of Madera to Allen Road in the County of Kern, including the installation of rail. The Design-Build contract for CP-01 has been awarded under a traditional insurance risk-transfer approach, and the Design-Builder has chosen to provide a contractor controlled insurance program (CCIP) to meet the contract insurance requirements. The insurance specifications under the Design-Builder's CCIP for CP-01 include general liability, excess liability, and worker's compensation.

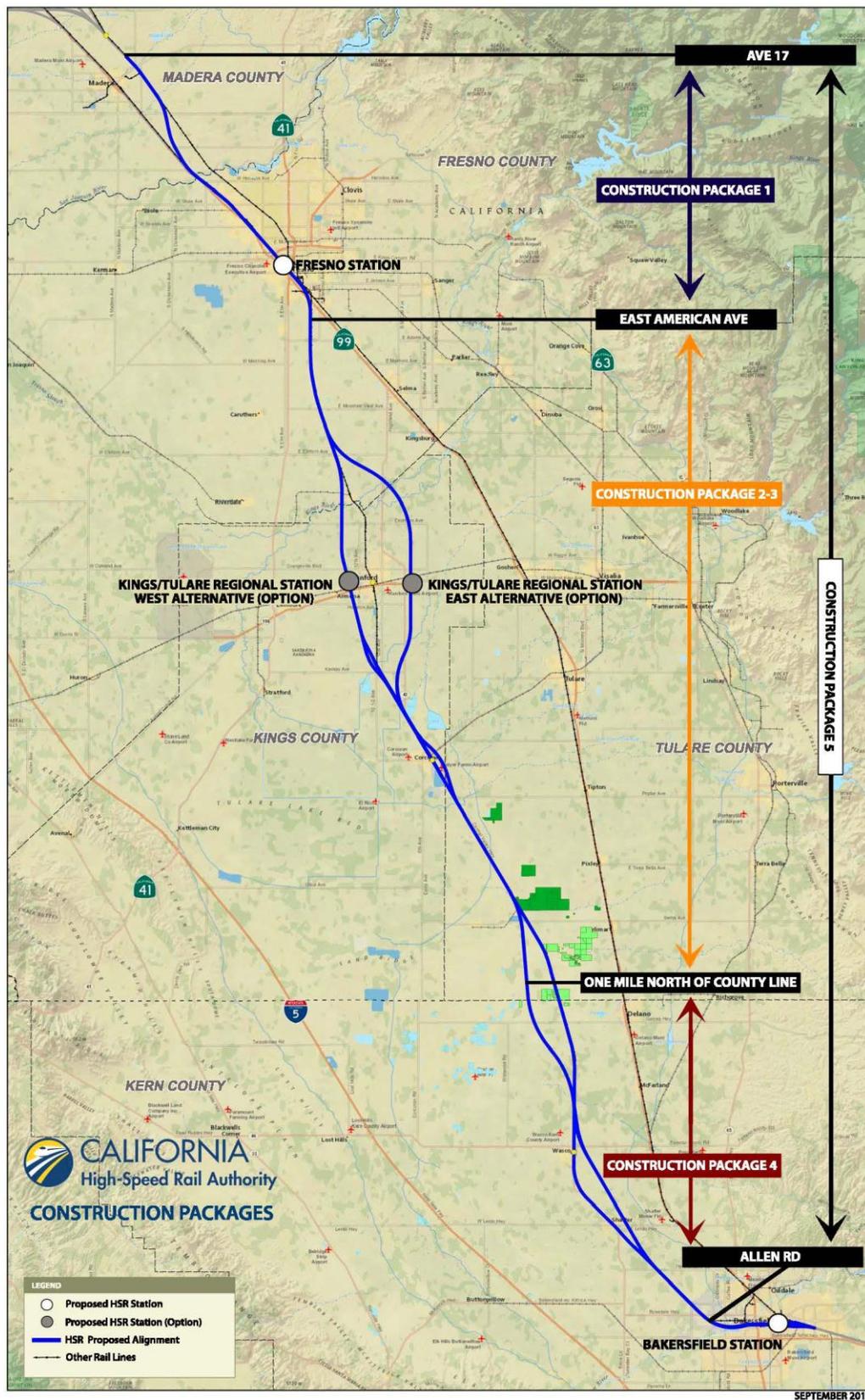
The Proposers shall work in close coordination with the Authority and the Authority's other consultants and representatives to serve the best interests of the Authority. The Proposer's scope of services shall not overlap or conflict with the scope of services of other consultants and representatives of the Authority. If the Proposer observes in its professional judgment that a gap or overlap exists in the scope of services of the various representatives of the Authority, the Proposer shall so advise the Authority and all parties shall work collaboratively to resolve the gap or overlap.

Attachment A to this RFP entitled Scope of Work represents the range of professional services that the successful Proposer may be called upon to deliver during the course of the contract. Depending on the needs of the Authority, the successful Proposer may be called upon to deliver varying levels and types of insurance broker and administrative services within the scope identified in Attachment A. The actual services to be provided during a given period will be established as directed by the Authority's Contract Manager (ACM).

The Insurance Broker will represent the interests of the Authority, and therefore shall at all times act as a fiduciary and shall comply with all ethical requirements expected of a fiduciary, including not acting in the interest of parties other than the Authority. The Insurance Broker must not act without authorization from the ACM or an authorized administrator.



Figure 1: High-Speed Rail Delivery Organization



4.0 Proposal Requirements

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

4.1 General Requirements

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

The Proposal shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered a single side of an 8-1/2" x 11" sheet. Should the Proposer wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
- Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 20, Page 2 of 20, etc.).
- The Proposal shall be no more than 20 pages in length, exclusive of the transmittal letter, resumes as required by Section 4.4.2.3, and the Forms and Certifications.
- Brochures, extraneous publications such as published articles, directories, lengthy client lists, and other miscellaneous materials not specifically requested will not be evaluated.
- If submitting as a team, note which entity is the prime Proposer or lead joint venture partner (if applicable).
- Note the individual who will be responsible for leading the effort.
- All names and applicable titles shall be typed or printed below the signatures.
- Forms A-B and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The Proposal shall be divided into sections as described below:
 - A blank page should precede each section with an index tab extending beyond the far right side of the page; these blank pages will not be counted within the page count.
 - The index tab should have the appropriate section number typed thereon.
 - At a minimum, the items described in Section 4 shall be addressed.
 - Sections in the Proposal should be in the same order as they appear in this RFP.



4.2 Transmittal Letter

The Proposal shall be transmitted with a letter that must be signed by an official authorized to bind the Proposer contractually and shall contain a statement that indicates the Proposal is complete and accurate. The transmittal letter shall include a statement affirming that the Proposer has or is able to obtain the required insurance specified in Section 6.2 of this RFP. The transmittal letter shall also provide the following: names, titles, addresses and telephone numbers of individuals authorized to negotiate and contractually bind the Proposer. All Forms and Certifications shall be manually signed and included as attachments in the transmittal letter section. Neither the transmittal letter nor the Forms and Certifications will be included in the page count. Proposers shall affirm in the transmittal letter that the minimum qualifications of Section 4.2.1 are met.

4.2.1 Minimum Qualifications

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

The Minimum Qualifications for this RFP are:

1. The Proposer must maintain at least one or more physical office locations within California during the term of any contract awarded pursuant to this RFP. The Proposer's office location shall be specified in the Transmittal Letter.
2. The Proposer must hold valid and appropriate licensure as an insurance broker or agent from the California Department of Insurance. Proposers shall attach copies of licenses to the Transmittal Letter.
3. The Proposer must identify the Account Manager assigned to manage any contract awarded pursuant to this RFP.
4. The Proposer must provide a resume for the Account Manager and any other identified Key Personnel. Resumes shall be attached to the Transmittal Letter.
5. The Proposer must provide all necessary information and forms required showing proof of small business participation. All subcontractors shall be identified on Form A.
6. The Proposer must affirm in the Transmittal Letter that it has or is able to obtain the required insurance, specified in Section 6.2 (in its entirety) of this RFP.
7. The Proposer must provide three (3) current references for the firm as required in 4.4.1 (including all required information and/or documentation). References shall be attached to the Transmittal Letter.
8. The Proposer must provide the Transmittal Letter with all required Forms and Certifications.



9. The Proposer must affirm in the Transmittal Letter that it has not been terminated from another contract for default, or has the Proposer received a civil judgment or criminal conviction in the past 5 years.

4.3 Executive Summary

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

4.4 Contents of the Proposal

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

4.4.1 Past Performance and Experience

The Authority wishes to contract with an Insurance Broker and Administrative Services team with a proven track record of successfully providing insurance broker and administrative services on civil infrastructure projects. At a minimum, Proposers should be generally familiar with large civil infrastructure construction projects. The Authority prefers an Insurance Broker and Administrative Services team that has demonstrated experience in providing a general liability only insurance program, and insurance broker and administrative services to public entities.

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

- Provide names, current addresses and telephone numbers for at least three (3) clients for whom the Proposer (i.e., the prime Proposer submitting a Proposal, the joint venture submitting a Proposal, or each individual prime member of the Joint Venture) has performed work on civil infrastructure projects. References shall be for:
 - If a single entity is the prime contractor submitting the proposal, the references shall be submitted for the prime.
 - If the Proposal is submitted by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.
 - If the proposal is submitted by a joint venture that has not worked together in the past, references shall be included for each prime member of the joint venture.
- For each assignment identified, provide the following information:
 - The name of the client;



- The title of the project or assignment;
 - Current contact phone numbers and email addresses for the client;
 - The scope of the assignment;
 - The name of each proposed service team member working on the account; and
 - The date of service of the agreement.
- Describe how the past projects identified provide the experience preferred in this RFP.
 - Provide examples of cost saving methodologies utilized on past assignments.

4.4.2 Understanding of the Scope of Work

The Authority wishes to contract with an Insurance Broker and Administrative Services team with a strong understanding of the scope of work described in Section 3.0 and Attachment A of this RFP.

4.4.2.1 Criteria

Please discuss the following criteria, and demonstrate how your firm meets the scope of work requirements:

- Discuss the Proposer's understanding of the project elements, project requirements, and how the Proposer adds value and works toward the goal of achieving optimal efficiency for delivering the scope of services in Attachment A.
- Present the Proposer's concepts as to how such a program should be structured.
- Identify market conditions you expect to encounter over the next 6 to 9 months and your strategies to provide the Authority with the best coverage at the least financial risk.
- Discuss risk-financing options you expect to be available during that time period and your strategies for obtaining enhancements such as rate guarantees, extended completed operations coverage and broad terms and conditions.
- Provide a list of markets that you would prefer to use, including excess carriers, in order of preference for the GL and excess liability coverage; please describe your criteria for selecting prospective markets. Please identify financial interests or direct ownership or legal business relationships that you have with any of the identified markets.
- Discuss approaches to reducing cost of the Authority's insurance program, including but not limited to insurance premiums.



4.4.2.2 Organization and Management Plan

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

- Identify the location of the principal servicing office that will be responsible for the project implementation. The Authority requires that the successful Proposer maintain a servicing office within California for the duration of the contract.
- Discuss your in-house contractor enrollment, data collecting, information distribution, claims management, auditing, and other relevant services for GL administration. Discuss your firm's capability to provide a system, including any necessary hardware and software, to track information regarding payroll, losses, application of deductibles, recoveries, etc. If any insurer or third party will provide the RMIS, please provide basic information regarding the information system used by each insurer you will consider using for the GL policy and administration. Affirmatively state in your proposal that any data collected as part of the administration of the GL OCIP shall be property of the Authority and will be provided on demand in a format that can be imported and manipulated by other systems, including commercial database and spreadsheet software and other RMIS systems. If there are limitations on export formats and readability within your system, describe those limitations in detail.
- Discuss how your services will complement or coordinate with the services provided by insurance companies to reduce the chance of loss occurring or the magnitude of those losses that occur. Describe the method by which you will counsel or advise the Authority in oversight of contractor construction safety programs.

4.4.2.3 Key Personnel and Staffing Plan

The Authority wishes to contract with an Insurance Broker and Administrative Services team with organizational and staffing plans that are appropriate for the scope of work described in Section 3.0 and Attachment A, and with experienced personnel in key roles. All known subcontractors shall be identified on Form A.

Provide a list of all personnel to be assigned to the account and designate the Account Manager. The Account Manager is a mandatory Key Personnel position and shall have primary responsibility for oversight of the account. Include the Account Manager's resume describing his or her experience working on similar projects.

There shall be no change in the Key Personnel without prior written approval by the Authority. Include the resumes of key people that demonstrate their experience in working on similar projects. Resumes shall be limited to three pages and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history



including dates and titles at each firm. Include the names of projects, client, city, and state. Resumes of administrative and support staff should not be included.

4.4.3 Small Business Participation

For this solicitation the Authority has established a 30 percent Small Business (SB) Enterprise goal. The Proposer should refer to the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 20, 2012, and to Sections 6.4 and 6.4.1 of this RFP for additional details and requirements regarding the use of small and disadvantaged businesses on the Project. Proposals will be evaluated for compliance with the SB/DBE program. Specifically, the Authority will evaluate if the Proposal meets the commitment of 30 percent and if the Proposer's approach will ensure that this commitment is met during performance of the contract. This 30 percent SB goal is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) commitment and a 3 percent Disabled Veterans Business Enterprise (DVBE) goal.

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

Describe the Proposer's approach and processes to be employed during the performance of the contract to ensure that the 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 Proposer's Small Business Performance Plan, which will be a contract deliverable.

4.4.4 Cost Proposal

The Authority intends to compensate its insurance broker entirely by fees or fee credits (commissions) against an agreed upon amount and to minimize expenses for intermediary compensation. Under no circumstances will the amount paid under any contract resulting from this RFP be more than \$3,000,000. Proposers are encouraged to recommend ways to reduce the cost of insurance transactions to the Authority, including commissions paid to intermediaries.

Proposers shall quote a firm-price fee for all services, including brokering of insurance, specified in this RFP, payable on a quarterly basis acceptable to the Authority. Firm-price fee quotes must be noted on the form included as Attachment G: Cost Proposal. All direct insurance placements under this program will be made net of commission (i.e. any commissions received by the broker will be subtracted from the fee earned, and the remainder will be paid by the Authority). Neither Proposer nor any proprietor, affiliate, related entity, subsidiary, parent, or joint venture partner of Proposer will be allowed to accept other compensation for services under this agreement unless authorized to do so by the Authority. The successful Proposer shall agree to submit to audits to assure that it has accepted no other source of income related to this account. In those cases where it is advantageous to the Authority to do so, the



Authority's insurance broker may receive commissions from insurers and credit the full amount against fees due from the Authority.

Twenty-five percent of the firm-price fee shall be considered fully earned at inception of the insurance policies. The remaining 75 percent shall be earned and paid according to a schedule of values in installments to be agreed upon, no less often than quarterly, over the remaining life of the contract for insurance administration and servicing. Marketing services for ancillary coverages shall be at-risk. No payment will be made if the Authority does not procure consolidated GL insurance after the successful Proposer surveys the market.

4.4.4.1 Insurance Placements Made Through Intermediaries

The Authority recognizes that it may be necessary to place insurance through intermediaries such as London Brokers or wholesalers, possibly including affiliates, subsidiaries, parent, or joint venture partners of the Authority's insurance broker. Where coverage is placed through an intermediary and cannot be placed net of commission, the Authority will allow its insurance broker to accept commission income. In such circumstances, the Authority will expect its insurance broker to negotiate, in good faith, the most favorable allocation of commissions between the Authority's insurance broker and the intermediary so that the Authority's insurance broker receives the largest portion of the total commission that it can negotiate. The Authority will require its insurance broker to immediately disclose and net any commissions so obtained against fees due from the Authority for brokerage services.

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_Final_9152011.pdf

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

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

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

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



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

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

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

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

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



The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, Freedom of Information 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 Public Records Act or Freedom of Information Act, 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 Public Records Act, Freedom of Information Act 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 Proposal Review, Evaluation, and Negotiation processes.

5.1 Proposal Review

The Authority Evaluation/Selection Committee shall review and evaluate each Proposal to determine if it meets the requirements contained in Section 4 above and Attachment B. Failure to meet the requirements of the Request of Proposals will result in the rejection of the Proposal.

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

5.2 Proposer Evaluation

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



5.2.1 Minimum Qualifications

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

5.2.2 Technical Proposal Evaluation

The Technical Proposal will be evaluated and scored in accordance with Attachment C: Written Proposal Evaluation Scoring Sheet. The Technical Proposal can receive a maximum of 700 points, or 70 percent of the total score.

5.2.3 Discussions/Interviews

The Authority will conduct interviews with all Proposers receiving a score of 85% (595 points) or higher on the Technical Proposal. Discussions will be used to clarify the Technical Proposals and may result in an adjusted Technical Proposal score. Discussions will not be separately scored.

5.2.4 Cost Proposal Evaluation

The Proposer shall complete Attachment G: Cost Proposal when submitting its cost proposal. The Cost Proposals will not be opened until all Technical Proposals are evaluated and final technical score is established. All Proposers invited to participate in discussions will have their Cost Proposals opened. A Cost Proposal can receive a maximum of 300 points, or 30 percent of the total score.

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

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

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

5.3 Contract Finalization Process

After the Proposer with the highest total Proposal score is determined, the Evaluation/Selection Committee will commence limited negotiations regarding mutually agreeable terms and conditions of the contract with the Apparent Best Value Proposer. If such limited negotiations are unsuccessful, the Authority will terminate all discussions with the top ranked Proposer and enter into negotiations with the next highest ranked Proposer and so on sequentially. After completion of successful negotiations, the Authority shall recommend a Proposal for contract award to the Board for approval, if required by Board policy.



6.0 Additional Requirements Related to the Contract for Insurance Broker and Administrative Services

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

6.1 Licensing Requirements

The Proposer 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 Proposal. The Proposal must include information regarding California professional licenses held by the Proposer's Key Personnel.

6.2 Insurance

Without limiting the Proposer's indemnification of the Authority, and prior to commencement of the Work, the Proposer 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.

6.2.1 Workers' Compensation Insurance

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

6.2.2 General Liability Insurance

The Proposer 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.

6.2.3 Automobile Liability Insurance

The Proposer 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 Proposer arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

6.2.4 Professional Liability (Errors & Omissions) Insurance

The Proposer shall maintain professional liability insurance that covers the Work to be performed in connection with any Agreement resulting from this RFP, 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.



6.2.5 Other Provisions or Requirements

6.2.5.1 Proof of Insurance

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

6.2.5.2 Duration of Coverage

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

6.2.5.3 Authority's Rights of Enforcement

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

6.2.5.4 Acceptable Insurers

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

6.2.5.5 Waiver of Subrogation

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



6.2.5.6 Enforcement of Contract Provisions (non estoppel)

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

6.2.5.7 Requirements not Limiting

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

6.2.5.8 Notice of Cancellation

The Proposer 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.

6.2.5.9 Additional Insured Status

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

6.2.5.10 Authority's Right to Revise Specifications

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

6.2.5.11 Self-insured Retentions

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

6.2.5.12 Timely Notice of Claims

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



6.2.5.13 Additional Insurance

The Proposer 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.

6.2.5.14 Subcontractors

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

6.3 Recycling Certification

By signing this Agreement, the Proposer certifies 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 Insurance Broker and Administrative Services, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, section 12200. Proposer may certify that the product contains zero recycled content. (PCC § 12205(a)(1).) The Proposer 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.

6.4 Disadvantaged Business Enterprises

The Authority encourages the Proposer 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 Insurance Broker and Administrative Services.

The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Insurance Broker and Administrative Services. The Proposer 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 Proposer 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 Proposer signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

In addition, Proposals will be evaluated for their support of the State's disadvantaged business enterprise programs, as described below.



6.4.1 Small and Disadvantaged Business Enterprise Program

The Proposer 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 Proposer 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.

6.5 Subcontracting

The Proposer 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 Proposer's Proposal. Any subcontract in excess of \$25,000 shall contain all the provisions stipulated in the Insurance Broker and Administrative Services contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the ACM in advance of assigning work to a substitute subcontractor.

6.6 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 Labor Code, Section 1773.1, apprenticeship or other training programs authorized by Labor Code, Section 3093, 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 the Authority's offices, and will be furnished to the Proposer and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, the Proposer may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Insurance Broker and Administrative Services.

6.7 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 Proposer shall not be liable for



damages of such delay or failure, if a delay or failure to perform by the Proposer arises out of a default of its subcontractor, and if such default arises out of the following:

- Causes beyond the control of both the Proposer 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 Proposer to meet the required performance schedule, the Proposer and its subcontractors will be held liable for damages of such delay or failure.

7.0 Protest Procedures

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

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
- During the five (5) working days that the Notice of Intent to Award is posted, protests must be filed with the DGS Legal Office and the Authority Contracts Office.
- Within five (5) days after filing the protest, the protesting Proposer must file with the DGS and the Authority's Designated Point-of-Contact listed in Section 1.3 of this RFP a full and complete written statement specifying the grounds for the protest.
- If the protest is withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Proposer and the Authority for the DGS hearing officer consideration.
- The Authority shall comply with the procedures outlined in PCC § 10344 in the determination of any protest resulting from this RFP.



Attachment A: Scope of Work

Service requirements include but are not limited to the following:

I. CONSOLIDATED INSURANCE PROGRAM BROKERAGE SERVICES

- Perform all on-site inspections and data gathering necessary to prepare underwriting submissions to general liability and excess liability insurance markets. Provide submission materials to ACM for review and approval prior to distribution to underwriters.
- Develop appropriate specifications for General Liability (GL) and excess liability coverage providing the broadest available protection and appropriate extensions of coverage.
- Identify and present to qualified insurance markets underwriting submissions including specifications for coverages.
- Receive and evaluate insurer proposals and prepare and submit a written analysis to ACM. Identify the best insurance solutions, including appropriate coverage, policy limits and risk-financing structure. Provide copies of all quotations and declinations.
- Schedule interviews with most qualified proposers. Arrange for participation by appropriate Authority representatives in the interview process.
- Work with the ACM to negotiate with underwriters on terms and conditions to obtain the most beneficial and cost-effective coverages available to the Project.
- Obtain insurance quotations for additional construction-related insurance coverages as needed, such as builder's risk, design professional liability, pollution, and any other coverage the Authority may require.
- Bind coverage as instructed by the ACM. Work to obtain prompt issuance of policies after coverage is bound.
- Receive and promptly review policies when provided by insurers. Verify the accuracy of rates and premiums. Verify wording on new policies, binders, certificates, endorsements or other documents when they are received. Confirm that all negotiated coverage enhancements are provided and obtain revisions in such documents as necessary. Provide proof of such review and confirmations. For example, the ACM may require reviewers' initials on each page of coverage documents as evidence of review.
- Promptly submit originals of all policies and endorsements to the designated ACM.
- Coordinate services provided by insurance carriers, including safety, claims adjusting, management information reporting and claims management.
- Assure that all coverages are placed with financially responsible insurers.
- Assist in and facilitate the adjustment and settlement of claims and losses. Advise on coverage application to specific loss situations and advocate for coverage on behalf of the Authority.



- Meet with the Project risk management personnel no less often than quarterly to discuss insurance issues, claims, loss trends, and other matters affecting the consolidated insurance program.
- Work with the Project risk management staff to prepare an annual report, including a summary of past activity and action plans (anticipated goals) for the coming contract period prior to the beginning of each year of service, including at a minimum:
 - Insured program earned premiums and incurred losses by year by coverage line;
 - Identified problem areas, such as claim handling, safety hazards, uninsured risks, etc.;
 - Services performed and planned; and
 - Savings as verified by estimation of contractor-removed insurance costs in construction bids.
- Recommend appropriate contractor deductibles (contractual obligations); identify loss situations in which such deductibles shall apply; invoice contractors for deductibles; pursue to the extent necessary and recover deductible amounts from contractors and submit recovery checks to the Authority.
- Maintain records of applied deductibles and recoveries, as applicable (by contractor and for third parties).
- Provide third-party recovery and subrogation assistance to the extent losses occur within any retention or program deductible.
- Participation in and advise on claims and litigation management and analysis.
- At conclusion of the consolidated insurance program:
 - Assist in resolving all outstanding claims;
 - Audit any dividend or retro calculation and prepare a report identifying the results of the audit; and
 - Assist in any negotiations with insurers regarding reserves and dividend or retro adjustments; and
- Assist in collection of return premiums or dividends due to the Authority for insurers, if any.

II. CONSOLIDATED INSURANCE PROGRAM ADMINISTRATION

- Assure that the consolidated insurance program complies with all relevant laws and regulations, including relevant state and federal requirements.
- Determine eligibility for, enroll, and establish close-out procedures for all construction contractors and subcontractors in the consolidated insurance program.



- Work with the Authority to prepare and distribute an insurance manual for all enrolled contractors and pre-bid materials explaining the consolidated insurance program.
- Assist the Authority with preparation of any contract provisions related to insurance.
- Explain the consolidated insurance program to contractors and subcontractors and provide assistance in preparing forms. Assist enrollees with determining the interaction between the consolidated insurance program and the contractor's and subcontractor's insurance program. Attend meetings with Authority representatives, pre-bid conferences, and pre-construction meetings to explain the program and answer questions.
- Prepare periodic reports reflecting estimated accumulated savings.
- Participate in negotiations as required to assure that appropriate insurance costs are deducted and provide periodic reports which provide insurance cost deductions per enrolled contractor.
- Issue certificates of insurance for general and excess liability to all enrolled contractors.
- Issue evidence of insurance as required to third parties.
- Verify compliance by contractors and all other parties, including consultants and other non-enrolled organizations, with insurance requirements for exposures outside the general liability insurance program (e.g., automobile liability, workers' compensation, off-site general liability, professional liability, etc.).
- Maintain confidential all information provided pursuant to the contract, and return any written, computer-generated, or other tangible documentation or proprietary information to the Authority upon request or at the termination of the project, including data contained in broker/administration databases. Such data will be provided to the Authority in Microsoft Excel format or other commercial software format acceptable to the Authority.
- Inform Authority immediately of any proposed changes of the individuals assigned to the administration unit and provide the qualifications of the prospective individuals. Such changes shall be made subject to agreement with the Authority.
- Assist in the development of an emergency management and recovery plan for the project.
- Maintain accurate claim cost data for use in program savings reports.
- Provide the Authority with a monthly status report to include, at a minimum, the following:
 - Rosters of enrolled and non-enrolled contractors, including start-up and completion dates and identifying general-subcontractor relationships;
 - Program cost and loss information; and



- The exact format and contents of the monthly report will be developed in consultation with the ACM and will be subject to Authority approval.
- At program end, prepare a closeout report documenting savings and success of the project.



Attachment B: Minimum Qualifications Checklist

For use by the Evaluation/Selection Committee only.

#	Minimum Requirement	Yes	No
1.	Will Proposer maintain at least one or more physical office locations within California during the term of any contract awarded pursuant to this RFP?		
2.	Did the Proposer possess and provide proof of valid and appropriate licensure as an insurance broker or agent from the California Department of Insurance?		
3.	Did the Proposer identify the Account Manager assigned to manage any contract awarded pursuant to this RFP?		
4.	Did the Proposer provide a resume for the Account Manager and any other identified Key Personnel?		
5.	Did the Proposer provide all necessary information and forms required showing proof of small business participation?		
6.	Did the Proposer affirm in the Transmittal Letter that it has or is able to obtain the required insurance, specified in Section 6.2 of this RFP?		
7.	Did the Proposer provide three (3) references for the firm as required in 4.4.1 (including all required information and/or documentation)?		
8.	Did the Proposer provide the Transmittal Letter all required Forms and Certifications?		
9.	Has the Proposer been terminated from another contract for default, or has the Proposer received a civil judgment or criminal conviction in the past 5 years?		



Attachment C: Criteria for Awarding Points for the Proposal

		Maximum Score	Actual Score
1.	PAST PERFORMANCE AND EXPERIENCE <ul style="list-style-type: none"> Has the Proposer successfully delivered on past projects? 	250	
2.	UNDERSTANDING OF PROJECT REQUIREMENTS Project Criteria: (150 maximum points) <ul style="list-style-type: none"> Has the Proposer demonstrated a thorough knowledge of the project? Has the Proposer demonstrated a thorough knowledge of what is required to perform Insurance Broker and Administrative Services? Has the Proposer demonstrated risk-financing options sufficient to accomplish the scope of work in Attachment A? Has the Proposer given clear evidence that it understands the market conditions it will encounter and is able to provide the Authority with the best coverage at the least financial risk? 	150	
	Organization and Management Plan: (100 maximum points) <ul style="list-style-type: none"> Has the Proposer demonstrated sufficient information and data collecting systems to provide GL administration and required reports? Has the Proposer demonstrated how its process will complement the services provided by insurance companies? Has the Proposer demonstrated how it will advise the Authority in oversight of construction safety programs? 	100	
	Key Personnel: (100 maximum points) <ul style="list-style-type: none"> Are the personal qualifications and professional skills of the Key Personnel nominees appropriate for the roles assigned? Does the account manager have sufficient authority within his organization to effectively lead and manage the project? 	100	
3.	SMALL BUSINESS PARTICIPATION <ul style="list-style-type: none"> Does the approach to Small Business utilization demonstrate the Proposer's responsiveness in meeting the Authority's Small Business goal objectives? 	100	
	Technical Total	700	
	Cost Proposal Total: (Lowest Cost Proposal/Proposer's Cost Proposal) x 300 =	300	
	Total	1000	



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, will not be included in the standard contract package. A copy of the general terms and conditions can be found at the Internet site:

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

If you do not have internet access please contact the Point of Contact identified in Section 1.3 of this RFP to receive a copy:

Marcos Hernandez
Phone: (916) 403-6928
Email: Marcos.Hernandez@hsr.ca.gov
770 L Street, Suite 800
Sacramento, California 95814

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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 RFP.

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 successful Proposer as follows:

1. Twenty-five (25) percent of the firm-price fee provided in the Cost Proposal will be paid subsequent to placement and execution of the insurance policies.
2. The remainder of the fee will be paid according to a schedule of values in installments to be agreed upon over the remaining life of the contract. The successful Proposer shall send invoices no less often than quarterly, and include the installment amount due to the successful Proposer net of any commissions received.
3. Under no circumstances will the amount paid to the successful Proposer over the term of the contract be more than the amount specified in the Cost Proposal.
4. No payment shall be made in advance of services rendered.
5. The following certification shall be included on each invoice and signed by the authorized official of the successful Proposer:

“I certify that this invoice is correct and proper for payment, and reimbursement for these services 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.”

6. All invoices submitted shall comply with Authority invoicing policies and applicable federal guidelines, including but not limited to FRA.
7. Please provide three (3) copies of the Invoice for Payment. Invoices shall include the Agreement Number, a report documenting the progress of work done in that billing period, any other deliverables due during the billing period, and shall be submitted no less often than quarterly 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
770 L Street, Suite 800
Sacramento, CA 95814



(1 Copy)

SECTION II. PAYMENT REQUEST FORMAT

- A. The Authority will accept computer generated or electronically transmitted invoices, provided the successful Proposer 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 successful Proposer shall submit backup documentation for audit purposes, and retain backup documentation for audit purposes available to the Authority upon request. The successful Proposer 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. A report that documents the progress of the work during the billing period; and
 - 3. 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 successful Proposer or to furnish any other considerations under this Agreement and the successful Proposer 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 successful Proposer 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 Contractor agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual items of cost.



- B. The Contractor agrees to comply with 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Contractor to the Authority.
- 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. COSTS

- A. The successful Proposer will be compensated for placement and execution of insurance policies as specified in this Attachment. The successful Proposer will be compensated for the remaining Work as specified in Attachment A at the payment amounts specified in this Attachment.
- B. The successful Proposer will only be paid upon invoice receipt, 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 RFP shall not exceed the amount in the successful Proposer's Cost Proposal.
- C. All expenses, including but not limited to travel and other direct costs, shall be included in the successful Proposer's Cost Proposal. The successful Proposer will not be separately reimbursed for such expenses incurred.

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 successful Proposer for undisputed invoices. An undisputed invoice is an invoice submitted by the successful Proposer 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 successful Proposer will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice; successful Proposer will be paid the undisputed portion of the invoice.
- B. No payment will be made for costs identified in the successful Proposer's 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 audit 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. The successful Proposer 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 of the successful Proposer's final invoice. 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 RFP.

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 successful Proposer or any taxes levied on employees' wages. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement.

SECTION X. SPECIAL TERMS AND CONDITIONS

A. Contract Management

1. The successful Proposer's Account Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Proposer may change its Account Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Account Manager.
2. The Authority may change its Contract Manager at any time by giving written notice to the Proposer. The Authority Chief Program Manager, or his or her designee, will sign the written notice.

B. Standard of Care.

1. The successful Proposer, in performing its professional services under this Agreement, owes the Authority the following duties of care (the successful Proposer'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 successful Proposer of his or her responsibilities and obligations under this Agreement. The successful Proposer 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 successful Proposer. The successful Proposer's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the successful Proposer. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.
2. The successful Proposer 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 ACM, except that which is expressly identified in the successful Proposer's Cost Proposal and 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. The successful Proposer shall indicate whether a subcontractor or vendor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.
4. The successful Proposer shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the successful Proposer by the State.
5. Any substitution of subcontractors must be approved in writing by the ACM in advance of assigning work to a substitute subcontractor.

D. Evaluation of the Selected Proposer

1. An evaluation of the successful Proposer's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the successful Proposer 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 reports, 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 successful Proposer shall furnish to the Authority all necessary copies of data needed to complete the review and approval process. This data transmittal will be in a form acceptable to the Authority
2. The successful Proposer is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the Authority of the information and data



provided by the Proposer under this agreement; further, the successful Proposer 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 successful Proposer.

3. Any subcontract 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 successful Proposer in order to carry out this Agreement, shall be protected by the successful Proposer from unauthorized use and disclosure.
2. The successful Proposer 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, the successful Proposer's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
3. The successful Proposer 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.
4. All information related to any construction estimate is confidential and shall not be disclosed by the successful Proposer to any entity, other than the Authority.
5. 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 successful Proposer and its employees, and all its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
2. The successful Proposer 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 and, thus, subject to the requirements and restrictions of the Act. Such determination will be based on the nature and duration of the work to be performed by the employee or subcontractor. Each employee and subcontractor determined to be a consultant under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who perform the same nature and scope of work as the successful Proposer.



H. Settlement of Disputes

1. In the event of a dispute, the successful Proposer shall file a "Notice of Dispute" with the Authority and the Assistant Chief Program Manager within ten (10) days of discovery of the problem. Within ten (10) days, the Assistant Chief Program Manager shall meet with the Project Manager for purposes of resolving the dispute. The decision of the Assistant Chief 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 ACM will excuse the successful Proposer from full and timely performance in accordance with the terms of this Agreement.

I. Notice

1. Any communication, notice, or demand of any kind whatsoever which any party may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Contractor: Name	Authority: Thomas Fellenz, Chief Counsel
Title	California High-Speed Rail Authority
Company	770 L Street, Suite 800
Address	Sacramento, CA 95814
Telephone	Telephone: (916) 324-1541

This clause is not intended to apply to normal, daily communication between the parties related to the progress of work. This clause applies to situations where notice is required to be given by the Agreement or the parties are asserting their legal rights and remedies.

2. Notice shall be effective when received, unless a legal holiday for the State commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next business day.

J. Indemnification

1. The successful Proposer 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 acts, errors or omissions of the successful Proposer. The successful Proposer 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 acts, errors or omissions of the successful Proposer.
2. Other than in the performance of professional services, the successful Proposer shall indemnify, defend and hold harmless the Authority, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits,



actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the successful Proposer or by any individual or entity for which the successful Proposer is legally liable, including but not limited to officers, agents, employees or subcontractors of the successful Proposer.

3. The successful Proposer obligations under this section apply regardless of whether or not such liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the Authority under any provision of this agreement, the successful Proposer shall not be required to indemnify and hold harmless the Authority or any Indemnitee for liability attributable to the active negligence of the Authority or Indemnitee, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the Authority is shown to have been actively negligent and where the Authority's active negligence accounts for only a percentage of the liability involved, the obligation of the successful Proposer will be for that entire portion or percentage of liability not attributable to the active negligence of the Authority or Indemnitee.

K. 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 successful Proposer.
3. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the successful Proposer if terminated for convenience of the Authority.
4. Termination Issues For Subcontractors, Suppliers, and Service Providers: The successful Proposer 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 Proposer 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. Proposer Claims Against This Agreement Under Early Termination: The successful Proposer 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 Contractor of payment for pro-rata amounts due through the date the notice of termination.

L. 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 successful Proposer 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.

M. Stop Work

1. The Authority's Chief Program Manager or his or her assignees may, at any time, by written notice to the successful Proposer, require the successful Proposer to stop all or any part of the work tasks in this agreement.
2. Compliance. Upon receipt of such stop work order, the successful Proposer shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
3. Revoking a Stop Work Order. The Proposer shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order.
4. Equitable Adjustment. An equitable adjustment shall be made by the Authority based upon a written request by the successful Proposer for an equitable adjustment. Such adjustment request must be made by the successful Proposer 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 Proposer must comply with all applicable federal laws, regulations, policies, and related administrative practices. The most recent of such Federal laws, regulations, policies and related administrative practices at the time will govern the contract for Insurance Broker and Administrative 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 Proposer and the Authority execute a contract resulting from this RFP, but may apply to the contract for Insurance Broker and Administrative Services. The selected Proposer must ensure compliance by its subcontractors with and include appropriate flow down provisions in its each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices. Failure to comply with the federal requirements shall constitute a breach of any contract resulting from this RFP. Some federal requirements applicable to the selected Proposer are identified elsewhere in the RFP. This identifies federal requirements contained in the Grant/Cooperative Agreement between the FRA and the Authority, which are applicable to the selected Proposer and are not addressed elsewhere in the RFP.

F.1. Compliance with Federal Requirements

The Proposer's failure to comply with Federal Requirements shall constitute a breach of any Agreement resulting from this RFP.

The Proposer agrees that if the Proposer 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.2. Federal ARRA Funding:

This Project will receive Federal funding, including ARRA funds. Therefore, the procurement documents and any contract entered into by the Authority shall be subject to the requirements of applicable Federal law, regulations and conditions in the Grant/Cooperative Agreement with FRA. The Authority reserves the right to modify this procurement to address any concerns, conditions or requirements of the funding agencies, including the FRA. Certain Federal requirements, as stated in the Grant/Cooperative Agreement, are included here; the full Grant/Cooperative Agreement, including additional requirements not described in this attachment, is available for review by Proposers on the Authority's website at <http://www.hsr.ca.gov>.

Notwithstanding anything to the contrary in either this RFP or any contract resulting from this RFP, all FRA mandated terms shall be deemed to control in the event of any conflict with other provisions contained in this Agreement. The Proposer 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 the FRA requirements.

F.3. Cost Principles:

The Proposer 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.

The Proposer 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.

Any costs for which payment has been made to the Proposer 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 Proposer to the Authority.

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

F.4. Federal Procurement Standards:

The Proposer 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 Proposer's technical specifications and requirements.

F.5. Federal Lobbying Certification:

The Proposer 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 Proposer, to any person for influencing or attempting to influence an officer or employees 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 or 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 Federal Agreement, grant loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



- 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 Proposer also agrees that by signing this agreement, 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.6. Whistleblower Protection:

The Proposer 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. A 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 relating 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 Proposer 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.7. Fraud and False Claims Act:

The Proposer 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 any contract resulting from this RFP, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FRA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer 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 Proposer to the extent the Federal Government deems appropriate.

The Proposer 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 Proposer, to the extent the Federal Government deems appropriate.

The Proposer 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 Proposer 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.8. Prohibition on Use of ARRA Funds:

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

F.9. Enforceability:

The Proposer agrees that if the Proposer 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.10. Access and Inspection of Records:

- A. In accordance with ARRA Sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:
 - i. Access any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and
 - ii. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- B. The Contractor 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 Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.
- D. The Contractor shall include this provision in all of the Contractor's agreements with its subcontractors from whom the Contractor acquires goods or services in its execution of the ARRA funded work.

F.11. Site Visits

The Proposer 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 Proposer or any of its subcontractors under this Agreement, the Proposer shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the 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 Proposer or its subcontractors.

F.12. 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, United States Code, 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.*; 43 U.S.C. § 151, *et seq.*), and the Railroad Unemployment Insurance Act (45 U.S.C. § 351, *et seq.*). The selected Proposer must reflect these provisions in any agreements with the entities operating rail services over such rail infrastructure to the extent required by 49 U.S.C. § 24405(b) and other laws referenced above.

F.13. Labor Protective Arrangements:

For a project that uses rights-of-way owned by a railroad, the selected Proposer must comply with the 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 contract financed in whole or in part under this Agreement (See, 49 U.S.C. § 2440S(c).) The selected Proposer must include the applicable protective arrangements established by the Department of Labor under 45 U.S.C. § 836 in its



agreements with entities operating rail services over rail infrastructure constructed as part of the contract for Insurance Broker and Administrative Services. The following definitions apply for purposes of applying those protective arrangements:

"Protected employee" means an employee of a railroad who had an employment relationship with such railroad on the date on which the Authority first applied for financial assistance applicable to the contract for Insurance Broker and Administrative Services involved and who is affected by actions taken in the course of delivery of the contract for Insurance Broker and Administrative Services; provided, however, that an employee who was benefitted solely as a result of the contract for Insurance Broker and Administrative Services shall not be a protected employee under these provisions.

"Railroad" means a rail carrier or a common carrier by railroad or express as defined in 49 U.S.C. § 10102, and includes the National Railroad Passenger Corporation and the Alaska Railroad as well as a person that conducts rail operations over rail infrastructure constructed or improved with funding provided in whole or in part in a grant made pursuant to this Agreement.

F.14. Debarment and Suspension

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

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

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

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



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

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

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

F.15. Civil Rights

The equal employment opportunity requirements described below will apply to the contract for Insurance Broker and Administrative Services. In addition, the selected Proposer must include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

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 Proposer 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 Proposer agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

Access Requirements for Individuals with Disabilities: The Proposer agrees to comply with, and assure that any subcontractor under the contract for Insurance Broker and Administrative Services 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.

Equal Employment Opportunity: The following equal employment opportunity requirements will apply to the contract for Insurance Broker and Administrative Services:

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 Proposer agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” including 41 C.F.R. 60 *et seq.* (which implements Executive Order



NO. 11246, "Equal Employment Opportunity," as amended by Executive Order NO. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer 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 Proposer agrees to comply with any implementing requirements that the FRA may issue.

2. Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements that 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 Proposer agrees that it will comply with the requirements of U.S. Equal 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 Proposer 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 Proposer agrees to comply with any implementing requirements that the FRA may issue.

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

F.16. Environmental Protection

All facilities that will be used to perform the Scope of Work shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, State and Federal standards.

The selected Proposer must require that the contract for Insurance Broker and Administrative Services and Scope of Work be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: Section 114 of the Clean Air Act, 42 U.S.C. § 7414, and Section 308 of the Federal Water Pollution Control Act, 33 U.S.C. §



1318, and all regulations issued thereunder. The selected Proposer must certify that no facilities that will be used to perform the Scope of Work are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The selected Proposer will notify the Administrator as soon as it or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform the Scope of Work is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Grantee's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. The selected Proposer must include or cause to be included in each subcontract entered into which exceeds Fifty Thousand Dollars (\$50,000.00) in connection with the Scope of Work, the criteria and requirements of this section and an affirmative covenant requiring such contractor or subcontractor to immediately inform the Authority and the selected Proposer upon the receipt of a communication from the EPA concerning these matters.

The selected Proposer must facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the FRA determines otherwise in writing.

F.17. Fly America:

The Proposer 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. § 301-10, which provide that recipients and subrecipients 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 Proposer 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 Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

F.18. Safety Oversight

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

F.19. Reprints of Publications:

Whenever an employee of a Proposer-Related Entity writes an article regarding the Project or otherwise resulting from work under any agreement resulting from this RFP that is published in a scientific, technical, or professional journal or publication, the Proposer shall ensure that the Authority is sent two reprints of the publication, clearly referencing 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 any Agreement resulting from this RFP, 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.20. Patent Rights:

- A. If any invention, improvement or discovery of the Proposer 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 Proposer agrees to notify the Authority immediately and provide a detailed report. The rights and responsibilities of the FRA, third party contractors and the Authority with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- B. If the Proposer secures a patent with respect to any invention, improvement, or discovery of the Proposer or any of its third party contractors conceive or first actually reduced to practice in the course of or under this Project, the Proposer agrees to grant 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 Proposer agrees to include the requirements of the “Patent Rights” section of any agreement resulting from this RFP in its third party contracts for planning, research, development, or demonstration under this Project.

F.21. Rights in Data and Copyright:

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

The following restrictions apply to all subject data first produced in the performance of any agreement resulting from this RFP:



- A. Except for its own internal use, the Proposer may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Proposer 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.
- B. 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:
 - i. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or other third party contract, irrespective of whether or not a copyright has been obtained; and
 - ii. Any rights of copyright to which a Grantee, subgrantee, or third party contractor purchases ownership with Federal assistance.

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 Proposer understands and agrees that, in addition to the rights set forth in the preceding portions of this section of any agreement resulting from this RFP, 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 any agreement resulting from this RFP or a copy of the "subject data" first produced under any agreement resulting from this RFP. In the event that such a Project that is the subject of any agreement resulting from this RFP 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.

To the extent permitted by State law, the Proposer 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 violations by the Proposer of proprietary rights, copyrights, or any right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under any agreement resulting from this RFP.

F.22. Small and Disadvantaged Business Enterprises

The Authority encourages the Proposer to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract. The Authority has established a Revised Small and Disadvantaged Business Enterprise (DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a 10 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, 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 Proposer is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the contract duration. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 2012. The document is on the Authority's Small Business web page:

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

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

F.23. Reporting Requirements

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

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



Attachment G: Cost Proposal

This section is prepared to meet the requirements of the RFP Section 4.4.4, Cost Proposal. This Cost Proposal is submitted separately from the Minimum Qualifications/Technical Proposal sections.

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

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of cost proposed.

Firm Name: _____proposes the following fixed-price fee net of commission (i.e. any commissions received by the broker will be subtracted from the fee earned, and the remainder will be paid by the Authority) for the entire term of the proposed contract: _____.

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

Authorized Signature: _____

Date: _____

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



Forms and Certifications

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



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

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

(Add rows/pages as needed)

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

Organization Name, Address, and Telephone

Signature of Team Representative

Printed Name

Title

Date



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

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

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

2. Disclosure

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



[Empty rectangular box for organizational conflicts of interest disclosure statement]



3. Explanation

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

4. Certification

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

Signature

Printed Name

Printed Title

Proposer



Cert. 1: Certification Regarding Miscellaneous State Requirements

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

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

CONTRACTOR CERTIFICATION CLAUSES:

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

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

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

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



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

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

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

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

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

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

Sweatfree Code Of Conduct -

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



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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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



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

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



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

AFFIDAVIT

STATE OF _____ §

§

§

COUNTY OF _____ §

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

(Contact Name)

is the Official Representative of

_____,
(Proposer’s Name)

the Proposer submitting the foregoing Proposal.

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

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

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

Signature

Printed Name

Title



Cert. 3: Iran Contracting Certification

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

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

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

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

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

Date: _____

Entity: _____

Signature: _____

Printed Name _____

Title: _____

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



Cert. 4: Darfur Contracting Act Certification

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

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

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

OR

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

OR

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

CERTIFICATION for Paragraph No. 3

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

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



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

Primary Covered Transactions

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

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

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

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

Certify to the above Cannot certify to the above.

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

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

Signature of Person Certifying

Printed Name

Title

Date

**Organization Name,
Address, and Telephone**

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

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

Certify to the above Cannot certify to the above.

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

Signature of Person Certifying

Printed Name

Title

Date

Organization Name,
Address, and Telephone



Cert. 7: Non-Collusion Affidavit

State of _____ §
County of _____ §

The undersigned declares:

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

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

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

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

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

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

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

That all statements contained in the Proposal are true.

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

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

(Proposer)



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

Signature of Affiant

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

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath



Cert. 8: Equal Employment Opportunity Certification

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

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

Check one of the following boxes:

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

Check one of the following boxes:

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

Signature: _____

Title: _____

Date: _____

If not the Proposer, relationship to the Proposer: _____



Cert. 9: Non-Discrimination Certification

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

