



CALIFORNIA
High-Speed Rail Authority

**Request for Qualifications for
Professional and Technical
Ground Subsidence Study Services**

RFQ No.: HSR14-31

December 5, 2014

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1.0 Overview and General Information

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

- The California High-Speed Rail Authority (Authority) is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offeror) for Professional and Technical Ground Subsidence Study Services. The purpose of this RFQ is to award a contract to one (1) Offeror to provide technical and professional ground subsidence study services.
- This procurement consists of evaluating SOQs in response to this RFQ with the intent to award a contract to a successful, responsive, responsible Offeror whose qualifications conform to the requirements of this RFQ and are considered the most qualified by the Authority.
- The term of the contract resulting from this RFQ will be three years.
- The estimated dollar value for this contract is expected to range from \$800,000 to \$1,500,000, and is not to exceed \$1,500,000.
- The RFQ shall follow the process in California Code of Regulations, Title 21, Division 6, Section 10000.1 et seq., based on the factors/criteria contained in Attachment B and Attachment C.
- Offerors will be required to commit to exercise good faith efforts to achieve the Authority's 30 percent utilization goal for Small Business and Disadvantaged Business Enterprises (see **Form A and Cert. 2**).
- Negotiations shall be held with the top ranked Offeror.
- The RFQ will be available in electronic format only on the State's Contract Register at (www.bidsync.com) and on the Authority's website at (www.hsr.ca.gov).
- All questions regarding this RFQ must be submitted in writing through (www.bidsync.com) by the time and date listed in Table 1, below, for the benefit of all Offerors.

1.1 Definitions

Whenever used in this RFQ or any contract resulting from this RFQ, the following terms have the definitions indicated:

Antelope Valley - This high-speed rail alignment section begins at the southerly end of the Tehachapi section west of Mohave near Purdy Avenue and continues along Sierra Highway through Rosamond to Avenue M in Lancaster, where the alignment connects into the Palmdale-Burbank section.

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 line 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 Seventh Standard Road in the County of Kern to the south.

Contractor – The successful Offeror who enters into a contract with the Authority for Professional and Technical Ground Subsidence Study Services.

Day – Calendar day

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

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

Grant/Cooperative Agreements – Agreement numbers FR-HSR-009-10-01-05 and FR-HSR-0037-11-01-00 between the Authority and the Federal Railroad Administration providing terms for expenditure of federal funds provided for the Project.

Edison Subsection – This high-speed rail alignment section begins at Edison Highway and Oswell Street in East Bakersfield, on the west end at a common point shared with the Fresno-Bakersfield alignment, and continues southeast through the community of Edison along SR58, before connecting to the Tehachapi section in the vicinity of Caliente Creek.

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

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



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

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

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

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

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

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

Project – The successful Offeror will provide technical and professional ground subsidence study services covering the First Construction Segment (FCS) and Antelope Valley.

Public Records Act – The California Public Records Act, Government Code Section 6250 *et seq.*

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

- a. For USDOT-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 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65 (b). Certified SB firms participating in USDOT-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 USDOT-assisted contract.
- b. For 100 percent State-funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed \$14 million or less over the previous three tax years, and is



not dominant in its field of operations. This certification is issued by the California Department of General Services.

State – The State of California

Subcontractor – Defined as follows:

- a. Prior to award of the Professional and Technical Ground Subsidence Study Services contract, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, or that will enter into a sub-subcontract for any part of the Work, at any tier; or
- b. After award of the Professional and Technical Ground Subsidence Study Services contract, any Person with whom the Offeror has entered into a subcontract for any part of the Work, or with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

Work – All of the Work included in the Scope of Work and required to carry out the contract, as assigned by Task Orders.

Wye – The area bounded by Carlucci Road to the west, Ranch Road to the north, and Avenue 17 (the northern limit of Construction Package 1) to the south.

1.1.1 Acronyms

A&E – Architecture and Engineering

ACM – Authority's Contract Manager

ARRA – American Recovery and Reinvestment Act of 2009

CalSTA – California State Transportation Agency

Caltrans – California Department of Transportation

CHSRP – California High-Speed Rail Project

CP 2-3 – Construction Package 2-3

DB – Design-Build

DBE – Disadvantaged Business Enterprise

DGS – California Department of General Services

DVBE – Disabled Veteran Business Enterprise

EPA – Environmental Protection Agency

FCS – First Construction Segment

FOIA – Freedom of Information Act



FRA – Federal Railroad Administration
GBR – Geotechnical Baseline Report for Bid
GPS – Global Positioning System
HSR – High-Speed Rail
InSAR – Interferometric Synthetic Aperture Radar
MB - Microbusiness
NASA – National Aeronautics and Space Administration
NTP – Notice to Proceed
OCS – Overhead Contact System
PMIS – Project Management Information Systems
RFI – Request for Information
RFQ – Request for Qualifications
RFP – Request for Proposals
ROW – Right-of-Way
SBE – Small Business Enterprise
SOQ – Statement of Qualifications
U.S. DOT – United States Department of Transportation
USGS – United States Geological Survey
U.S. OMB – United States Office of Management and Budget

1.2 Authority's Designated Point of Contact

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

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

Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any Board member or Authority or Program Management



Team staff other than Mr. Vanderzanden. Failure to comply with this communication prohibition may result in disqualification.

1.3 Statement of Qualifications Submittal Information

Table 1: Key RFQ Dates:

Key Dates	Activity Description
December 5, 2014	Final RFQ advertised and issued to prospective respondents.
January 5, 2015	Last day to submit written questions by 4:00 PM Pacific Time.
January 21, 2015	SOQs due to Authority's office by 4:00 PM Pacific Time.
February 2, 2015	Shortlist Published
February 11, 2015	Discussions/Interviews with Offerors held in Sacramento, CA.
February 13, 2015	Notice of Selection
March 9, 2015	Negotiation with selected Offeror

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

MAILED OR HAND-DELIVERED TO:

Attention: Richard Vanderzanden
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814

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

RFQ No.: _____ HSR 14-31

California High-Speed Rail Authority
Professional and Technical Ground Subsidence Study Services Statement of Qualifications



Offeror: _____**1.3.1 Amendments to Request for Qualifications**

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

1.3.2 Non-Commitment of Authority

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

1.3.3 Late Submittals:

In accordance with California Public Contract Code 10344, SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. A SOQ is late if received any time after the date and time listed in Table 1. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror.

1.3.4 Modification or Withdrawal of SOQs:

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

1.3.5 Property Rights

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the contract for Professional and Technical Ground Subsidence Study Services shall belong exclusively to the State of California. All products used or developed in the execution of any contract resulting from this RFQ will be governed in accordance with Section 2 of Exhibit E and Sections 19 and 20 of Exhibit F of Attachment A.

1.3.6 Improper Communications and Contacts

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



The specific rules of contact are as follows:

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

2.0 Background

The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. Phase 1 service will connect San Francisco to the Los Angeles basin in less than three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento



and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

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

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

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

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012): http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1029_bill_20120718_chaptered.pdf.
- California High-Speed Rail Program 2014 Business Plan (2014): 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-00009-10-01-15.pdf.

3.0 Description of Work

See Attachment A for the full scope of work.

This RFQ solicits SOQs for Professional and Technical Ground Subsidence Study Services for the following locations:



1. From the point where the high-speed rail alignment crosses Interstate 5 in the west to the area known as the Wye in the east;
2. Merced in the north to the point along the high-speed rail alignment that meets the start of the Tehachapi range in the south, including the area known as the Wye and the area known as the Edison Subsection; and
3. The Antelope Valley, located approximately on the point of the high-speed rail alignment to the south of the Tehachapi range.

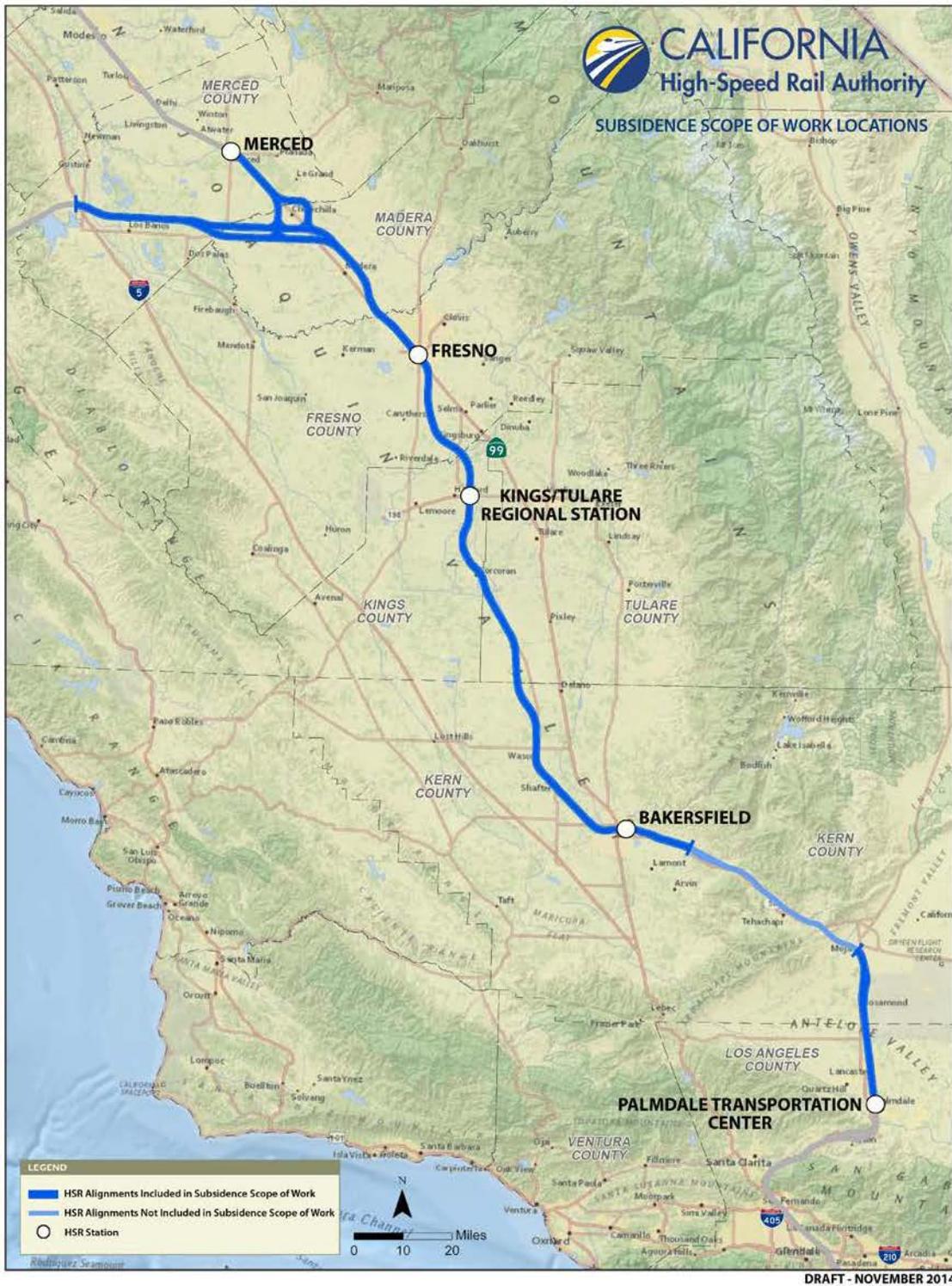
Due to the historical land subsidence, the Authority is in the process of developing a program-wide approach to address the impacts of land subsidence on high-speed rail infrastructure in the San Joaquin and Anderson Valleys.

The Contractor will perform professional and technical services in the area of the ground subsidence, on an as-needed basis to support the Authority in the development, construction, operation and maintenance of proposed California High-Speed Rail System. The Contractor may provide services to the Authority including, but not limited to, desk studies, coordination with federal, state and local agencies, collect and analyze existing geotechnical and hydrological data and develop an instrumentation and monitoring program.

Figure 1 provides the geographic area of the Project where the Work will be performed.



Figure 1: High-Speed Rail Delivery Map



4.0 Statement of Qualifications Requirements

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

4.1 General Requirements

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

The SOQ shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
- Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 50, Page 2 of 50, etc.).
- The SOQ shall be no more than 50 pages in length, exclusive of the transmittal letter, resumes as required by Section 4.4.2.3, and the Forms and Certifications).
- Brochures and miscellaneous materials not specifically requested will not be evaluated.
- Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
- Forms A-B and Certification Nos. 1-10 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 SOQ shall be divided into sections as described below:
 - A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
 - The index tab should have the appropriate section number typed thereon.
 - At a minimum, the items described in Section 4.0 shall be addressed.
 - Sections in the SOQ should be presented in the same order as they appear in this RFQ.

4.2 Transmittal Letter

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



telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Offeror. The Offeror shall be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of the award, and shall indicate its compliance in the Transmittal Letter. All Forms and Certifications shall be manually signed and included as attachments in the transmittal letter section. Neither the transmittal letter nor the Forms and Certifications will be included in the page count.

4.3 Executive Summary

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

4.4 Contents of the SOQ

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

4.4.1 Past Performance and Experience

The Authority wishes to contract with a Professional and Technical Ground Subsidence Study Services team with a proven track record of successfully providing technical and professional ground subsidence study services of a similar scope and nature to those solicited by this RFQ. The Offeror must demonstrate the ability to produce studies, reports or other required documents and products. The Offeror should demonstrate familiarity with the geographic location of the Work and describe how its past projects provide the experience to successfully complete the tasks described in this RFQ.

4.4.1.1 References

Provide names, addresses and telephone numbers for at least three (3) clients for whom the Offeror (i.e. the prime Offeror submitting an SOQ, the joint venture submitting an SOQ, or each individual prime member of the Joint Venture) has performed work on ground subsidence projects. References shall be for:

- If a single entity is the prime contractor submitting the SOQ, the references shall be submitted for the prime.
- If the SOQ is submitting by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.



- If the SOQ 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 assignment.
- A summary statement for each assignment shall be provided.
- Provide examples of innovative approaches that contributed to project quality and/or cost or schedule savings.

4.4.2 Professional and Technical Ground Subsidence Study Services Team

The Authority seeks Offerors that not only have the technical capacity to successfully provide the necessary Professional and Technical Ground Subsidence Study Services, but also qualified Key Personnel that will contribute to the overall success of the development of an instrument and monitoring program that can be used by the Authority to develop a program wide approach to address land subsidence for high-speed rail infrastructure in the San Joaquin and Antelope Valleys.

4.4.2.1 Organization and Key Personnel

The Authority wishes to contract with an Offeror team with organizational and staffing plans that are appropriate for Professional and Technical Ground Subsidence Study Services, and with experienced personnel in key roles. The Offeror's organization and management approach will be evaluated on the extent to which it includes and describes all pertinent disciplines required to successfully complete the Work. Offerors shall provide sufficient information to enable the Authority to understand and evaluate the Offeror's organization and management approach. At a minimum, the Offeror shall provide a narrative that includes the following information related to the team's organization and management:

- A brief description of the composition of the Professional and Technical Ground Subsidence Study Services team and how activities would be assigned.



- An organization chart indicating specific personnel nominations for primary and technical support positions. Discuss how the organization would evolve over the life of the project and how it integrates with Authority staff.
- Discuss in general the expected Work elements based on the activities as described in Section 3.0 and Attachment A of this RFQ. Describe generally the accomplishments that can be achieved and how your team's past experience relates to your ability to achieve these.

4.4.2.2 Staffing Plan

Offeror's Key Personnel and staffing plan will be evaluated on the extent to which the qualifications and experience of each individual listed demonstrates that the Work can be effectively completed. All known Subcontractors shall also be listed on Form A. If the prime Offeror is a SBE/DBE/DVBE, the prime shall be listed first on Form A with the appropriate SBE/DBE/DVBE category indicated.

Provide a basic time-phased staffing plan showing all positions needed to accomplish the various types of assignments for the duration of the contract. Indicate the level of participation for each position by giving the percentage of hours budgeted over calendar time. The staffing plan will be updated and approved annually (or semi-annually if needed) to determine the staffing required for the next financial year. All Key Personnel shall be located in California.

4.4.2.3 Key Personnel and Roles

The Authority seeks a Professional and Technical Ground Subsidence Study Services team that includes personnel with knowledge of applicable standards, regulations, codes and technology. There shall be no change in the Key Personnel without prior written approval by the Authority.

The SOQ must include information regarding California professional licenses held by the Offeror's Key Personnel. At least one key person responsible for direction and control of the Professional and Technical Ground Subsidence Study Services shall be a California licensed professional engineer now or by the time the contract is executed.

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

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



- a. Contract Manager – This individual will be responsible for the day-to-day activities of the Consultant team and liaison with the Authority’s representative. At least 10 years of experience managing geotechnical engineering projects is preferred. A professional engineer licensed in the State of California is preferred.
- b. Lead Geotechnical Engineer – This individual will be responsible for delivery of all technical requirements in the Scope of Work. At least 10 years of recent experience is required. This individual is required to be a professional engineer and a geotechnical engineer licensed in the State of California.
- c. Hydrologist – This individual’s responsibilities will include interpreting hydrologic data and performing analyses for determining possible water supplies. This individual will also be responsible for estimating the volume of water stored underground by studying records of water levels in local wells and by examining geologic records from well drilling to determining the extent, depth and thickness of water-bearing sediments and rocks. At least 10 years of recent experience is preferred.

4.4.3 Understanding of Project Elements and Requirements

The Authority wishes to contract with a Professional and Technical Ground Subsidence Study Services team with a strong understanding of the Project and the requirements for successful management of the Work. A detailed discussion of the understanding of the project elements, project requirements, and how the Professional and Technical Ground Subsidence Study Services function adds value and works toward the goal of achieving optimal efficiency for delivering a high quality System to the Authority.

Information provided in this section will be used to evaluate the Offeror’s demonstrated knowledge and understanding of the Work, including Offeror’s overall knowledge of the System and specific technical knowledge of applicable standards, regulations, codes and technology associated with work of the nature described in this RFQ.

Provide a narrative that demonstrates a clear understanding of the activities required to complete the Work described in this RFQ. The narrative should include a discussion on the tasks described in Section 3.0 and Attachment A of this RFQ.

4.4.4 Small Business Participation

The Authority’s SB/DBE Program establishes a thirty percent Small Business Enterprise (SBE) utilization goal, which is inclusive of a ten percent Disadvantaged Business Enterprise (DBE) goal and a three percent Disabled Veteran Business Enterprise (DVBE) goal for this Agreement. The Authority’s Small and Disadvantaged Business Enterprise Program, August 2012 (SB/DBE Program) is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.



The Consultant is expected to make efforts to meet the SB/DBE Program goals and provide a SB Performance Plan on how the goals will be met throughout the contract duration. The Consultant shall clearly identify firms being utilized to meet the SB/DBE Program goals, including the contract value and scope of work that will be used to meet these goals and requirement. The Consultant shall also comply with other SB/DBE Program requirements, including but not limited to SBE utilization reporting, substitution/termination processes, and other performance related factors as identified in the Authority's SB/DBE Program. The Consultant should refer to the Authority's SB/DBE Program for a Recognized SBE Roster of Certifying Agencies and the Prompt Payment Act provisions that apply to this Agreement.

The Authority SB/DBE Program Plan is incorporated by reference into this Agreement. The Proposer is advised to read and become familiar with the Authority SB/DBE Program Plan, which may be found on the Authority's Small Business Policy and Program web page:

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

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

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

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

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

An organizational conflict of interest is a circumstance arising out of an Offeror's existing or past activities, business or financial interest, familiar relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in: (i) impairment or potential impairments of an Offeror's ability to render impartial assistance or advice to the Authority of its objectivity in performing work for the Authority; (ii) an unfair competitive advantage for any Offeror submitting an SOQ on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a



procurement by the Authority (regardless of whether any such perception is accurate). If any such conflict of interest is found to exist, the Authority may:

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

Each Offeror shall fully disclose organizational conflicts of interest in its SOQ, using Form B. Form B shall be filled out by each member of an Offeror team, including the prime, all joint venture members if operating as a joint venture, and all subcontractors. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Offeror. If nondisclosure or misrepresentation is discovered after award of the contract through this procurement process, the resulting contract may be terminated.

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

4.6 Confidentiality

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

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



mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants.

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, FOIA, USDOT FOIA regulations (49 CFR 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or FOIA, or as to the definition of trade secret. The 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, FOIA and other applicable laws and their application to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

5.0 Evaluation and Negotiation

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

5.1 Statement of Qualifications Review

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

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

5.2 Statement of Qualifications Evaluation

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

5.3 Discussions/Interviews Evaluation

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



All Offerors selected for a Discussion/Interview shall bring their sealed cost proposals to the interview. After all scoring is complete and the notice of selection is released, the cost proposal of the selected Offeror will be opened. Other cost proposals will be returned unopened after the contract with the selected firm is executed.

5.4 Contract Negotiation Process

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

5.5 Unsuccessful Proposals

After the Notice of Proposed Award is posted, each unsuccessful Offeror may request a debriefing with the Authority Contracts Office. The meeting shall be requested within five (5) business days from the date of the Notice of Selection. The debriefing meeting is an opportunity for unsuccessful Proposers to learn why their particular Proposal was not successful and may provide insight to improving proposal preparation for future solicitations. Debriefings will be held with all Offerors who timely requested a meeting after the contract has been fully negotiated.

6.0 Protest Procedures

6.1 Applicability

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

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

6.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 6.1(A) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 6.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Authority’s Designated Point-of-Contact provided in Section 1.2. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority



may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

6.3 Deadlines for Protests

Protests concerning the issues described in Section 6.1(A) must be filed as soon as the basis for the protest is known, but no later than 20 days prior to the SOQ Due Date. If the protest relates to an addendum to the RFQ, the protest must be filed no later than 5 business days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Section 6.1(A) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Section 6.1(A).

Protests concerning the issues described in Section 6.1(B) must be filed no later than 5 business days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 6.1(C) must be filed no later than 5 business days after the earliest of the notification of the shortlist and the public announcement of the shortlisting determination.

6.4 Content of Protest

Protests shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

6.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy of the Authority's Designated Point-of-Contact identified in Section 1.2, as soon as the basis for the protest is known to the Offeror. Except for protests concerning the issues described under Section 6.1(A), the Offeror filing the protest shall concurrently file a copy of the protest with the other Offerors (whose addresses may be obtained from Authority's website). The Protest Official for this RFQ is:

Mark McLoughlin
California High-Speed Rail Authority
770 L Street, Suite 620 MS2
Sacramento, CA 95814

6.6 Comments from other Offerors

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



6.7 Burden of Proof

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

6.8 Decision on Protest

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

6.9 Limitation on the Authority's Liability

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



Attachment A: Draft Contract**Exhibit A: Scope of Work****1.0 BACKGROUND, GOALS AND PURPOSE**

- 1.1** The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. The California High-Speed Rail Program will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The high-speed system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.
- 1.2** To facilitate the construction of the high-speed rail system, the Authority requires Contractor to perform work as described in Section 2.0 of this Exhibit.
- 1.3** All inquiries during the term of this contract will be directed to the project representatives identified below:

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

2.0 SCOPE OF WORK**2.1 Purpose of Work**

The Contractor will perform professional and technical services in the area of the ground subsidence, on an "as-needed" basis to support the Authority in the development, construction, operation and maintenance of proposed California High-Speed Rail System. The Authority's Contract Manager (ACM) shall assign specific work to the Contractor through the issuance of Task Orders describing in detail the services to be performed. The Contractor shall only perform work that is assigned in an authorized



Task Order. This Contract does not guarantee that any Task Orders will be issued. The Contractor may provide services to the Authority including, but not limited to, desk study, coordination with federal, state and local agencies, collecting and analyzing existing geotechnical and hydrological data, developing instrumentation and monitoring program.

2.2 Location of Work

The work shall be performed on alignment of California High-Speed Rail System as follows:

1. From the point where the high-speed rail alignment crosses Interstate 5 in the west to the area known as the Wye in the east;
2. Merced in the north to the point along the high-speed rail alignment that meets the start of the Tehachapi range in the south, including the area known as the Wye and the area known as the Edison Subsection; and
3. The Antelope Valley, located approximately on the point of the high-speed rail alignment to the south of the Tehachapi range.

The specific location of the work to be performed shall be identified in each Task Order. For a map of the locations included in this Scope of Work, please see Figure 1 in Section 3.0 of the RFP, above.

2.3 Required Services

Pursuant to an authorized Task Order, the Contractor shall provide geotechnical engineering, hydrogeological engineering, engineering survey, subsidence instrumentation and monitoring, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable local, state, and federal statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Contractor's services and work product.

The Authority intends to utilize this Contract to complete a specific piece of work as long as it is located within Location of Work in this Contract utilizing the services described in this Scope of Work as specified in this Contract, detailed in a Task Order. In the future, the Authority may find it necessary to create a separate contract (or contracts) that involve specific environmental sections listed in this Contract and includes part of the work contained in this Contract. The Authority reserves the right to procure Architectural and Engineering (A&E) services involving the listed environmental sections or unlisted environmental sections (within the same geographical area) involving in whole or in part the same work using a project-specific agreement if the schedule to complete performance of the specific project extends beyond the term of this Agreement or the cost to complete the specific project exceeds the dollar balance remaining in the



Agreement after accounting for amounts due to the Contractor for work previously performed. Should a project-specific agreement be procured under these provisions, the parties mutually agree that, in accordance with Exhibit D, section 8 of this Agreement, the Authority shall terminate for convenience the portion of the Agreement that includes the common scope of work identified in the project-specific agreement per Exhibit D, section 8 of this Agreement. Such partial termination for convenience shall be processed by amendment to this Agreement. Unless otherwise required by law, regulation, or the Authority policy or procedure, the Contractor may compete for these project-specific Contracts.

Where directed in a Task Order, the Contractor performs the following tasks:

2.4 Task 1 – Project Management Plan

The Project Management Plan shall identify key personnel, coordination of Work activities and Subcontractors and an integrated approach to managing the Work effort to control schedule, budget and project quality.

The Contractor shall prepare a schedule for completion of each Work task, deliverables, key meetings (such as presentations to the Authority Board of Directors) and project milestones. The Project Management Plan must also ensure that the Work is being undertaken in a technically correct manner that is acceptable to the Authority and FRA, as well as other federal, state, regional and local agencies. The schedule should allow sufficient time for necessary reviews and approvals and circulation periods. The Contractor will be responsible for delivering engineering services and ensuring that the progress of the Work is properly reported and documented.

Supplemental to the Project Management Plan, the Contractor shall submit a separate Quality Management Plan (QMP) to the Authority within 60 days of issuance of the Notice to Proceed. The Authority will review the QMP and provide a Statement of No Objection (SONO) or a Statement of Objection with Comments (SOOC) within 10 working days of receipt. The QMP shall address the following:

- Quality management principles
 - **Results:** Quality is ultimately determined by the project outcomes or results.
 - **Operations Focus:** Quality is sustainable by having effective processes and tools.
 - **Workforce Focus:** Quality requires competent and qualified staff.
 - **Measurement, Analysis and Knowledge Management:** Quality is achieved by detecting and resolving issues, and continuously learning from the lessons learned.
 - **Customer Focus:** Quality must involve customers early and often.
 - **Strategic Planning:** Quality must be planned.
 - **Leadership:** Quality requires that leadership be engaged.



- A Quality Management System that is consistent with the latest revision of the Authority's Master Quality Plan (MQP) (<https://chsra.pbid.com/pmt/qm/pf/Master%20Quality%20Plan.pdf>)

The Authority's Quality Management Team will perform Quality Surveillance Assessments (QSA) of adherence to the QMP on a periodic basis per the Authority's MQP. The Authority reserves the right to conduct QSAs at any time.

2.5 Task 2 – Ground Subsidence

2.5.1 Phase I - Desk Study

- a) Perform a desk study of existing geotechnical data and information; geotechnical design/data reports; Geotechnical Baseline Reports; CHSRA contract documents, including but not limited to the documents for Construction Packages 1, 2-3, and 4, with specific reference to design criteria, technical specifications, directive drawings, and preliminary engineering for procurement; carry out field reconnaissance, survey and mapping; and field studies within the areas of known subsidence as indicated in Appendix 1 that could influence the proposed high-speed alignment and facilities.
- b) Coordinate and consult with California Department of Water Resources and USGS with support by the Authority to get access to existing drillers' logs, existing borings, extensometers (total of 150,000 drillers' log ranging from 13 feet to 3115 feet deep). Analyze these drillers' log and develop geotechnical profiles in areas along the high-speed rail alignment where geologic conditions (past and future predictions) show the likelihood of land subsidence. Plot all existing well holes, boreholes, and extensometers within a two mile radius of the alignment.

2.5.2 Phase II – Modeling Review

- a) Coordinate, review, interpret, analyze, and utilize USGS modeling as models become available from USGS. Some of these models may be useful in determining areas of possible future subsidence and may assist in the development of the overall instrumentation and monitoring plan.
- b) The Contractor may also assist the Authority and USGS with determining locations of potential models based upon the findings and outcome of the desk studies.

2.6 Task 3 –Ground subsidence Impact Studies

2.6.1 Desk Study

- a) Perform a desk study of all past and present subsidence issues to the infrastructure within the study zone and surrounding area. As a minimum this would include the railroads, state highways (including roadways, bridges and other structures), county and city roads and bridges, infrastructure such as pipelines from Utility companies



and canals of the state and local irrigation districts. This desk study will summarize subsidence related damage issues to the infrastructure within the study zone and surrounding area, repairs that were implemented, existing monitoring programs in place for that infrastructure.

- b) Perform a desk study of existing high-speed rail systems (Taiwan, China, Japan and Europe) and subsidence issues they encountered, how they measured and monitored subsidence, problems caused by subsidence to the infrastructure and design and construction measures to counter the subsidence issues.

2.6.2 Ground subsidence Impact on the high-speed rail system

Based on the study of 2.5 and 2.6.1 above, evaluate the impact of ground subsidence to the full build of high-speed rail facilities, including track, structures, embankment, stations, traction power facilities, OCS system, poles and gantries, future stations and parking structures, etc.

2.7 Task 4 - Instrumentation and Monitoring

2.7.1 Phase I - Desk Study

- a) Desk study of all existing GPS sites, existing monitoring wells, extensometers sites within or near study area, and existing available bore hole information within or near study area. Plot all existing GPS sites, existing monitoring wells and extensometers in relationship to the high-speed rail alignment under study.
- b) Perform a desk study of all past and present land subsidence within the attached study area. This may require coordination and consultation with other government agencies with support by the Authority. These agencies may include but are not limited to; USGS, US Bureau of Reclamation, Local Irrigation Districts within the study zone, Local Conservation Districts within the study zone, Department of Water Resources, Army Corp of Engineers, NASA Jet Propulsion Lab and others. This study should look gather and summarize all available InSAR data that has been generated within the study area and surrounding area to date.

2.7.2 Phase II - Develop instrumentation and monitoring program

Upon completion of Phase I develop an instrumentation and monitoring plan(s) to monitor record and distribute in real time subsidence of the ground and deformation of the high-speed rail track and facilities. The plan(s) should encompass the following steps as stated below. Develop cost estimates ranges (low to high) for each phase of work along with the yearly maintenance/operation costs. Installation and monitoring will be done by others.

- a) Develop a plan to be implemented to monitor subsidence and deformation of the completed work. This would include monitoring of the track facility, substations, stations, etc. before implementation of the train service. This monitoring system may be installed during construction. A plan is presently being developed for monitoring of



- subsidence within the ROW but away from the proposed track construction area. Coordination of this work will be required;
- b) The program may consist of monitoring the fluctuation of groundwater level through observation wells/piezometers and real time monitoring using Interferometric Synthetic Aperture Radar (InSAR), Global Positioning System (GPS) and conventional surveying;
 - c) Vertical extensometers may be placed beneath the ground in the bottom of wells in areas along the high-speed rail alignment where geologic conditions (past and future predictions) show the likelihood of land subsidence, if deemed that it would be valuable to monitor groundwater elevations as part of the overall monitoring plan;
 - d) The application shall monitor, reduce, analyze, and present monitored data. The processed data shall be used to verify and validate ground subsidence projected from modeling analysis;
 - e) The system shall be capable of functioning as a standalone system or capable of being integrated with other systems and/or networked product; and
 - f) Develop a system wide network monitoring plan of the entire program (within the study area) when in an operational mode (train service).

All of the data collected from above program shall be real time data that can be recorded and stored in a computer network that can be accessed via the internet by the Authority. The application shall monitor, reduce, analyze and present data supplied by the properly calibrated geotechnical and structural movement instrumentations.

2.8 Task 5 – Mitigation Plan

Propose mitigations and recommendations based on results of the subsidence desk studies for implementation by others. Proposed mitigations will be limited to those that can be implemented within or in proximity to the Authority's right-of-way. The Authority may request additional studies to be performed.

- a) Develop a risk-based analysis to assess and evaluate potential implementation of subsidence mitigation measures.
- b) Prepare a quantitative cost-benefit analysis to evaluate subsidence mitigation measures.

2.10 Deliverables

All Engineering Services analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, deliverables, backup documents, other documents, and other items required by this Contract performed on computer shall be delivered to the Authority including, but not limited to, the formats specified below:

- a) Text-based documents shall be submitted as an Adobe Portable Document Format ("pdf") file using Adobe Acrobat Professional version 9 or later software. The pdf file



- shall be inclusive of all graphics (e.g., page orientation, photographs or other images, charts, and tables) and be suitable for printing in final form. The pdf file shall:
- b) Contain functioning bookmarks, indexes, tables of contents or other hyperlinks as required by the Task Order.
 - c) Be configured (e.g., bookmarks, thumbnails, annotations, signatures, and security settings) as required by the Task Order.
 - d) Be optimized for use by Adobe Acrobat Reader 10 or newer.
 - e) Text-based documents shall also be submitted in Microsoft Word format, version 2013. The document shall include all graphics (e.g., photographs, image graphics, charts, and tables). Photographs shall be in “jpeg” file format. Other image graphics shall be in “gif” format unless otherwise specified.
 - f) All graphics (e.g., photographs or other drawings) shall be submitted separately from the pdf and Microsoft Word documents in archive-type file formats (e.g., photographs and bitmapped drawings as “tif”, Microstation drawings as “dgn”, and vector drawings as “ai”) unless otherwise specified. The intent of this section is for the Contractor to provide the Authority with a copy of each graphic in an uncompressed file format for archive purposes. The Contractor may suggest alternative formats that are compatible with this goal.
 - g) Spreadsheet files shall be submitted in Microsoft Excel format, version 2013.
 - h) Word processing files shall be submitted in Microsoft Word format, version 2013.
 - i) Database files shall be submitted in Microsoft Access format, version 2013.
 - j) The Contractor shall not format electronic files as “view only” or “read only” unless so specified in the Task Order.
 - k) Other - As specified in the Task Order.

2.11 Task Order

- a) The Authority Contract Manager has the sole authority and responsibility to make amendments and revisions to the scope, schedule, cost or deliverables in a Task Order.
- b) The Authority will prepare a draft Task Order, less the cost estimate. The draft Task Order shall identify (with specificity):
 - The scope of services;
 - Project deliverables;
 - Performance criteria or performance tests for the services (which demonstrate that the project deliverables and schedule to submit deliverables satisfy the purpose or goal of the Task Order);
 - Period of performance, the Task Order term, dates of service or project schedule, and/or due dates;
 - Any milestone or tollgate deliverables (including, but not limited to, any deliverables that shall be delivered and accepted prior to subsequent work being performed); and



- Sufficient data to tie the Task Order to the Contract (including contract number, name of the Authority Contract Manager, and name of Requester).

The draft Task Order shall be delivered to the Contractor for review.

- c) The Contractor shall return the draft Task Order to the Authority Contract Manager to clarify deliverables, expected results, and project schedule. The returned Task Order shall also contain a cost estimate including, at a minimum, the names of the individuals proposed for work on this task, the individuals' classifications, the duties the individual shall perform for such duties, a written estimate of the number of hours per staff person under each duty or activity, any anticipated reimbursable expenses, an estimate of DBE or DVBE utilization under this task, and total dollar amount shall be based on rates in Cost Proposal of the Contract.
- d) The cost estimate shall be in the format prescribed in the draft Task Order. The Contractor agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. Provided agreement is reached on the negotiable items, both the Authority and the Contractor shall sign the finalized Task Order. If the Authority and Contractor are unable to reach agreement, the Authority may terminate the Contract. No payment shall be due or made for any work performed on an unsigned Task Order, and the Authority shall not pay for any work described on the unsigned Task Order.
- e) Other information may be included at the request of the Authority Contract Manager.
- f) The Authority shall provide to the Contractor electronic templates of Task Order formats and required boilerplate language.
- g) All personnel to be used in the Task Order shall be among those identified in the Contractor's Cost Proposals.
- h) At the Authority Contract Manager's direction, the Authority Task Order Manager shall assist the Authority Contract Manager in monitoring and verification of Contractor's performance and deliverables. The Authority Contract Manager shall have the ultimate responsibility and authority to verify Contractor's performance cost, schedule and deliverable.



Exhibit B: Budget Detail and Payment Provisions

1. 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 Contractor or to furnish any other considerations under this Agreement and the Contractor 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 Contractor 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.

2. INVOICING AND PAYMENT

- A. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to compensate the Contractor for actual hours worked on an actual cost basis (direct hourly wage plus overhead and fee). The Contractor agrees to compensate all subcontractors with the same payment structure. The rates in the Cost Proposal Worksheet are rate caps, or the maximum allowed to be billed over the duration of this contract.
 1. No payment shall be made in advance of services rendered.
 2. The following certification shall be included on each invoice and signed by the authorized official of the Contractor:

"I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method."
 3. The total amount payable by the Authority for this contract shall not exceed the contract amount. It is understood and agreed that this total is an estimate and the actual amount of work requested by the Authority may be less.
 4. Provide one original and two copies of the Invoice for Payment. Invoices shall be submitted no more than monthly in arrear and no later than 45 calendar days after completion of each billing period or upon completion of a task to:



Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 620 MS3
Sacramento, CA 95814

(1 original and 1 copy)

The Consultant shall also submit (electronically) one additional copy of invoice and supporting documentation to the Contract Manager or designee at the address identified in Exhibit A.

3. PAYMENT REQUEST FORMAT

- A. The Authority will accept computer generated or electronically transmitted invoices. The date of "invoice receipt" shall be the date the Authority receives a paper copy.
- B. The Contractor shall submit backup documentation for audit purposes, and retain back-up documentation for audit purposes available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.
- C. A request for payment shall reference the Agreement number and shall consist of, but not be limited to, the following:
 1. Agreement number, date prepared, and billing period.
 2. The Contractor's loaded hourly labor rates by individual, inclusive of fees (fringe, direct and indirect overheads, general and administrative, profit, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
 3. Other direct costs, including special equipment if requested by the Authority, travel, miscellaneous, and materials.
 4. A report that documents the progress of the work during the billing period.
 5. An indication if the Contractor's is certified as a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.
 6. Receipts for travel, including departure and return times.
 7. By task (as specified in the Budget Detail and by reference to Task Orders, when applicable): cumulative amounts, budgeted per agreement, billed to date, current billing, and balance of funds.
 8. Any other deliverables due during the billing period.
 9. Subcontractor awardees and vendors invoices:



- a. In addition to requirements listed above, subcontractor invoices shall also include indication of whether a subcontractor or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.

4. 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.

5. TRAVEL AND PER DIEM RATES

- A. The Contractor shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates at the following website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- B. All travel not specified in a work plan and/or Task Order requires written authorization from the Authority's Contract Manager prior to travel departure.
- C. The Contractor must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times for departure and return. Travel receipts shall be submitted with invoices requesting reimbursement from the Authority.

6. PROMPT PAYMENT ACT

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



7. EXCISE TAX

- A. In accordance with the State Administrative Manual section 3585, the State of California is exempt from federal excise taxes, and no payment will be made for any personal property taxes levied on the Contractor. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement.

8. INVOICE DISPUTES

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



Exhibit C: General Terms and Conditions (GTC-610)

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site:

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

If you do not have internet access, please contact the Point of Contact identified in Section 1.2 of this RFQ to receive a copy:

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

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Exhibit D: Special Terms and Conditions

1. CONTRACT MANAGEMENT

- A. The Contractor's Contract Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Contractor may change its Contract Manager and/or Key Personnel by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager and/or Key Personnel.
- B. The Authority may change its Contract Manager at any time by giving written notice to the Contractor.

2. SUBCONTRACTS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Contractor of his or her responsibilities and obligations under this Agreement. The Contractor agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in Form A.
- C. 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.
- D. The Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State.
- E. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

3. EVALUATION OF THE CONTRACTOR

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



4. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Contractor further disclose such information or disseminate the same on any other occasion.
- C. The Contractor 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, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- D. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

5. CONFLICT OF INTEREST

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

6. SETTLEMENT OF DISPUTES

- A. The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- B. To the extent not inconsistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in paragraph A above will be decided by the Authority's Contract Officer, who may consider any written or verbal evidence submitted



by the Contractor. The decision of the Contract Officer, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Contractor.

- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. Neither the pendency of a dispute nor its consideration by the Authority's Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

7. LEGAL NOTICE

- A. 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.
- B. 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 Title Company Address Telephone	Authority: Thomas Fellenz, Chief Counsel California High-Speed Rail Authority 770 L Street, Suite 620 MS1 Sacramento, CA 95814 Telephone: (916) 324-1541
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- C. The project representatives identified in Exhibit A, Section 1.C. shall be notified via email when a notice is sent.
- D. 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.

8. TERMINATION

- A. This Agreement can be terminated at any time by mutual agreement of the Parties.
- B. Termination for Cause: The Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
- C. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Contractor if terminated for convenience of the Authority.
- D. Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any



subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.

- E. Contractor Claims Against this Agreement Under Early Termination: The Contractor 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 costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

9. NON-WAIVER

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

10. INSURANCE

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

A. Workers' Compensation Insurance

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

B. General Liability Insurance

The Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than 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.

C. Automobile Liability Insurance

The Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the Work to be performed



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

D. Professional Liability (Errors & Omissions) Insurance

The Contractor shall maintain professional liability insurance that covers the Work to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement.

E. Environmental Professional Liability Insurance

Environmental Professional Liability Insurance shall be written on a form acceptable to Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability insurance or as a stand-alone policy. The policy limit shall be no less than one million dollars (\$1,000,000) per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." If the insured is using sub consultants, the Policy must include work performed "by or on behalf" of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement. The cost of such insurance shall be included in Consultant's bid. Insurance as required in this paragraph above may not exclude:

- (a) Bodily injury;
- (b) Property damage;
- (c) Pollution conditions arising out of environmental work;
- (d) Asbestos-related claims;
- (e) Testing, monitoring, measuring operations, or laboratory analyses.

F. Other Provisions or Requirements

1. Proof of Insurance

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

2. Duration of Coverage



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

3. Authority's Rights of Enforcement

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

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.

5. Waiver of Subrogation

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

6. Enforcement of Contract Provisions (non estoppel)

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

7. Requirements not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage



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

8. Notice of Cancellation

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

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.

10. Authority's Right to Revise Specifications

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

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.

12. Timely Notice of Claims

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

13. Additional Insurance

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

14. Subcontractors



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

11. FORCE MAJEURE

- A. 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 Contractor shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Contractor arises out of a default of its subcontractor, and if such default arises out of the following:
- Causes beyond the control of both the Contractor and subcontractor, and
 - Without the fault or negligence of either of them.
- B. 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 Contractor to meet the required performance schedule, the Contractor and its subcontractors will be held liable for damages of such delay or failure.

12. CONTRACTOR COOPERATION DURING INVESTIGATION:

- A. Contractor agrees to cooperate fully in any investigation conducted by or for the Authority regarding unsatisfactory work or allegedly unlawful conduct by the Authority employees or the Authority contractors. The word “cooperate” includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.

13. CAPTIONS

- A. The clause headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

14. STOP WORK

- A. The Authority's Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the work tasks in this Agreement.
- B. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.



- C. The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order.
- D. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within 30 days from the date of receipt of the stop work notice.



Exhibit E: Additional Provisions

1. ORDER OF PRECEDENCE

The Work to be performed under this contract shall be in accordance with the scope of work as detailed in Exhibit A, and the Contractor's Statement of Qualifications dated January 13, 2015. In the event of any inconsistencies or ambiguities in this Contract the following documents shall be used to interpret the Contract in the order of precedence stated:

- A. Terms of this Contract, and approved Task Orders.
- B. Contractor's SOQ dated January 13, 2015.
- C. Request for Qualifications for Professional and Technical Ground Subsidence Study Services, RFQ No. HSR 14-31.

2. INDEMNIFICATION

- A. Contractor agrees to indemnify, defend, and hold harmless the Authority, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the professional services provided hereunder due to negligent or intentional acts, errors or omissions of the Contractor. The Contractor will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or intentional acts, errors or omissions of the Contractor.
- B. This provision is in addition to the Indemnification requirements contained in the GTC-610. If this provision conflicts with the GTC-610, the terms of the GTC-610 control over the terms of this clause.

3. OWNERSHIP OF DATA

- A. During the term of this Agreement and upon completion of any and all work under this Agreement, all intellectual property rights, ownership and title to all report, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- C. The Contractor is not liable for claims, liabilities or losses arising out of, or connected and electronic with, the modification or misuse by the Authority of the electronic machine readable information and data provided by the Contractor under this agreement; further,



the Contractor 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 Contractor.

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

4. STANDARD OF CARE

- A. The Contractor, in performing its professional services under this Agreement, owes the Authority the following duties of care (The Contractor's "Standard of Care"):
1. The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances;
 2. The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and
 3. The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

5. DAMAGES DUE TO ERRORS AND OMISSIONS

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A Consultant may be liable for Authority costs resulting from errors or deficiencies in designs furnished under its Agreement.
- B. When a modification to a construction contract is required because of an error or deficiency in the services provided under this A&E Agreement, the Contract Manager (with the advice of technical personnel) shall consider the extent to which the consultant may be reasonably liable.
- C. Authority's Contract Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Authority's interest. The Contract Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the firm.



6. LICENSES AND PERMITS

- A. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at its sole expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.
- B. If the Contractor is located within the state of California, a business license from the city/county in which the Contractor is headquartered is necessary; however, if the Contractor submitting a proposal is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If the Contractor's headquarters is located outside the State of California, the Authority requires a copy of the business license or incorporation papers for the company's respective state showing that the company is in good standing in that state, and proof of registration as a foreign corporation qualified to do business in California.
- C. In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, Contractor agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.



Exhibit F: Supplemental Terms and Conditions for Contracts Using Federal Funds

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

1. FEDERAL REQUIREMENTS

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

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

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

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

3. FEDERAL PROCUREMENT STANDARDS

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S.



DOT) or FRA directives or regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Contractor's technical specifications and requirements.

4. FEDERAL LOBBYING ACTIVITIES CERTIFICATION

The Contractor 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 Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the 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 Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

5. 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.

6. SAFETY OVERSIGHT

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

7. ENVIRONMENTAL

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:



- A. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.
- B. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- C. **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 *et seq.*)
- D. **Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*
- F. **Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

8. CIVIL RIGHTS

The following requirements apply to this Agreement:

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



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

- i. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of 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 Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
- ii. Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
- iii. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor also agrees that it will comply with the requirements of U.S. 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 Contractor agrees to comply with any implementing requirements FRA may issue.

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



alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

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

9. ARRA FUNDED PROJECT

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

10. ENFORCEABILITY

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

11. PROHIBITION ON USE OF ARRA FUNDS

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

12. 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 and reproduce 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. 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.
- C. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a).

The Contractor shall include this provision in all lower-tier subcontracts.

13. WHISTLEBLOWER PROTECTION

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

- A. Gross mismanagement of a contract relating to ARRA funds;
- B. Gross waste of ARRA funds;
- C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- D. An abuse of authority related to implementation or use of ARRA funds; or
- E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

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

14. FRAUD AND FALSE CLAIMS ACT

The Contractor 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., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further



acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by 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 Contractor, to the extent the federal government deems appropriate.

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

15. REPORTING REQUIREMENTS

Contractor 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 Contractor during the time period defined in the Authority's request;
- B. The amount of funds actually expended or obligated during the time period requested;
- C. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - i. The name of the project or activity;
 - ii. A description of the project activity;
 - iii. An evaluation of the completion status of the project or activity; and
 - iv. An estimate of the number of jobs created and/or retained by the project or activity.
- D. For any contracts or subcontracts equal to or greater than \$25,000:
 - i. The name of the entity receiving the contract;
 - ii. The amount of the contract;
 - iii. The transaction type;



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

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

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

16. REPRINTS OF PUBLICATIONS

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

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

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”



17. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Contractor 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 Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. SMALL BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES

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

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

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

All applicable Contractors shall submit monthly progress reports on small businesses, including DBE, DVBE utilization to the Authority. The Authority and Contractors will keep a running tally of actual invoiced amounts by small businesses for work committed to them during the contract performance. The “Monthly SB Invoice Report Summary and Verification” will be used to keep the running tally. The SB Invoice Report Summary and Verification reporting requirement



captures small business utilization at all tiers. This requirement shall also include any amended portion of the contract.

All Contractors shall submit the SB Invoice Report Summary and Verification as an attachment to and as verified by the invoice cover fact sheet submitted with each invoice. Civil penalties for knowingly providing incorrect information on SB Invoice Report Summary and Verification, is in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. (Military and Veterans Code § 999.5(d)).

The monthly SB Invoice Report Summary and Verification is designed to capture and verify the following information:

- a. Name of each small business participating under the respective contract.
- b. Type of work assignment designated to each small business.
- c. The eligible dollars committed to each small business.
- d. The eligible dollars invoiced to each small business during the reporting period.
- e. The dollars invoiced to date for each small business.
- f. The dollars invoiced to the small business as a result of a change order or other cost modification.
- g. The dollars invoiced to date as a percentage of the total commitment to each small business.
- h. The tier hierarchy of each subcontractor.
- i. An authorized Contractor Signature that certifies under penalty of perjury that it has complied with all SB Program requirements, including prompt payment and retainage requirements per State laws and the best practices of 49 C.F.R. Part 26.29, as applicable.

The Contractor shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes.

19. PATENT RIGHTS

- A. If any invention, improvement, or discovery of the Contractor or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the Authority immediately and provide a detailed report. The rights and responsibilities of the



FRA, third party contractors and the Authority with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

- B. If the Contractor secures a patent with respect to any invention, improvement, or discovery of the Contractor or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Contractor agrees to grant the FRA a royalty-free, non-exclusive, and irrevocable license to use and authorize others to use the patented device or process for Federal Government purposes.
- C. The Contractor agrees to include the requirements of the “Patent Rights” section of this Agreement in its third party contracts for planning, research, development, or demonstration under this Project.
- D. “Proprietary data” is data that the Contractor has identified in a satisfactory manner as being under the Contractor’s control prior to commencement of performance of this Agreement, and that the Contractor has reasonably demonstrated as being of a proprietary nature by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to “proprietary data” shall remain with the Contractor throughout the term of this Agreement and thereafter.
- E. “Generated data” is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. “Generated data,” as defined herein, shall not include data developed solely from preexisting or proprietary data owned by the Contractor prior to the execution of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at the Authority’s expense, together with complete documentation thereof, shall be treated in the same manner as “generated data.” “Generated data” shall be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement.

20. RIGHTS IN DATA AND COPYRIGHT

- A. The term “subject data” used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes, but is not limited to, 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. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.
- B. The following restrictions apply to all subject data first produced in the performance of this Agreement:



- i. Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the FRA.
 - ii. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, the FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
 - a. 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
 - b. Any rights of copyright to which a Grantee, subgrantee, or a third party contractor purchases ownership with federal assistance.
- C. The FRA may make available to any FRA Grantee, subgrantee, third party contractor, or third party subcontractor, either the FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as the FRA may direct.
- D. To the extent permitted by State law, the Contractor agrees to indemnify, save and hold harmless the FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Contractor shall not be required to indemnify the FRA for any such liability arising out of the wrongful acts of employees or agents of the FRA.
- E. The Contractor agrees to include the requirements of this section in its lower-tier subcontracts for planning, research, development, or demonstration under the Project.

21. RECYLING CERTIFICATION

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



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

		Maximum Score	Actual Score
1.	PAST PERFORMANCE AND EXPERIENCE <ul style="list-style-type: none"> Has the Offeror successfully delivered on past projects of similar scope and complexity? Have past projects given the Offeror familiarity with the geographic location of the Work? 	30	
2.	ORGANIZATION AND KEY PERSONNEL <ul style="list-style-type: none"> Does the proposed project organization present a clear and logical framework? Is the management approach complementary and responsive to the RFQ requirements? Does the staffing plan convey the proper level of response for the work at hand? Does it demonstrate a high level of commitment and resource availability? Does it address the full expanse of potential tasks in the scope? STAFFING PLAN <ul style="list-style-type: none"> Does the staffing plan provide appropriate staff and levels of participation to accomplish the Work listed in Section 3.0 and Attachment A of the RFQ? KEY PERSONNEL AND ROLES <ul style="list-style-type: none"> Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned? Is their past experience applicable and indicative of success on this project? Do the Key Personnel have sufficient authority within their organization to effectively lead and manage the project? 	30	
3.	UNDERSTANDING OF PROJECT REQUIREMENTS <ul style="list-style-type: none"> Has the Offeror demonstrated a thorough knowledge of the project? Is there sufficient evidence of analysis to lend credibility to the commitments made? Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the Professional and Technical Ground Subsidence Study Services for a project of this complexity and magnitude with autonomy? Has the Offeror addressed how it will address each activity and task included in Section 3.0 and Attachment A of this RFQ? 	30	
4.	SMALL BUSINESS PARTICIPATION <ul style="list-style-type: none"> Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives? Scoring will be based on percentage of goal met. 	10	
5.	SOQ Transmittal Letter signed by an authorized Officer (Pass/Fail – must include but no points scored)	N/A	
Total		100	



Attachment C: Criteria for Evaluation of Discussions/Interviews

		Maximum Score	Actual Score
1.	STATEMENT OF QUALIFICATIONS (carry over)¹	60	
2.	PRESENTATION <ul style="list-style-type: none"> • Quality and appropriateness of the presentation • Logic of the chosen speakers relative to project challenges • Project manager control over the team 	10	
3.	PROJECT MANAGER PARTICIPATION <ul style="list-style-type: none"> • Quality of presentation and responsiveness to questions • Understanding of Professional and Technical Ground Subsidence Study Services challenges and requirements • Perceived level of involvement with SOQ structure, content and presentation plan 	10	
4.	KEY STAFF PARTICIPATION <ul style="list-style-type: none"> • Quality of presentations and responsiveness to questions • Understanding of assignment challenges and requirements • Perceived level of involvement with SOQs preparation 	10	
5.	UNDERSTANDING OF PROJECT <ul style="list-style-type: none"> • Does Offeror convey an understanding of the critical project success factors? • Is the Offeror able to provide evidence of successful small business utilization for this project? • Is the Offeror able to provide evidence of prior project experience with challenges of this magnitude and complexity? • Does the Offeror demonstrate how lessons learned on past projects will be applied to the particular needs of this project? 	10	
Total:		100	

¹SOQ carry over is calculated as follows: (Total score on SOQ/100) x 60 possible points = Carry Over Points)



Forms and Certifications

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



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

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

(Add rows/pages as needed)

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

Organization Name, Address, and Telephone

Signature of Team Representative _____

Printed Name _____

Title _____

Date _____



Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

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

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

2. Disclosure

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



3. Explanation

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

4. Certification

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

Signature

Printed Name

Printed Title

Offeror



Cert. 1: Certification Regarding Miscellaneous State Requirements

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

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

CONTRACTOR CERTIFICATION CLAUSES:

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

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

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

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



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

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

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

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

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

Sweatfree Code Of Conduct -

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



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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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



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

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



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

AFFIDAVIT

STATE OF _____ §

§

§

COUNTY OF _____ §

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

(Contact Name)

is the Official Representative of

_____,

(Offeror’s Name)
the Offeror submitting the foregoing Proposal.

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

The Offeror has carefully examined all documents that form this Request for Qualification and is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Construction Package 2-3 of the California High-Speed Train System, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority’s Small and Disadvantaged Business Enterprise Program.

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

Signature

Printed Name

Title



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

Notary Public in and for said County and State

[SEAL]

My commission expires: _____



Cert. 3: Iran Contracting Certification

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

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

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

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this RFQ HSR 11-020 Project and Construction Management Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Train System.

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

Date: _____

Entity: _____

Signature: _____

Printed Name _____

Title: _____

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



Cert. 4: Darfur Contracting Act Certification

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

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

1. _____ 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 Offeror to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

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



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

Primary Covered Transactions

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

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

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

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

Certify to the above Cannot certify to the above.

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

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

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date



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

Lower Tier Covered Transactions

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

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

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

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

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

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

That all statements contained in the SOQ are true.

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

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

(Offeror)



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

Signature of Affiant

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

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath



Cert. 8: Equal Employment Opportunity Certification

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

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

Check one of the following boxes:

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

Check one of the following boxes:

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

Signature: _____

Title: _____

Date: _____

If not the Offeror, relationship to the Offeror: _____



Cert. 9: Non-Discrimination Certification

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

Signature of Person Certifying

Printed Name

Title

Date

**Organization Name,
Address, and Telephone**



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.

