

**ATTACHMENT H: STANDARD AGREEMENT**

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**EXHIBIT A**

**1. Background 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 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. 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 System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.
- 1.2. The Authority may enter into agreements with private and public entities for design, construction and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code Section 185036.
- 1.3. This Agreement (Agreement) is between the High-Speed Rail Authority, an agency of the State of California, and \_\_\_\_\_, a \_\_\_\_\_.
- 1.4. To facilitate the construction of the California High-Speed Rail Project (Project), the Authority requires Contractor to perform work as described in Section 2 of this Exhibit.
- 1.5. All inquiries during the term of this Agreement will be directed to the representatives identified below:

<b>Authority</b>	<b>Contractor</b>
Contract Manager:	Contract Manager:
Address:	Address:
Phone:	Phone:
E-mail:	E-mail:

- 1.6. The Contract Managers may be changed without amendment (as specified in Exhibit D, Section 1).

**2. Scope of Work**

As the Authority transitions from planning to project development and construction, the new Financial Advisor will be required to position the Authority in the following critical areas;

- a) Back Office Operations which includes enhancing internal controls and validating and maintaining the integrity of financial data
- b) Financial and Performance Reporting to allow the Board, Stakeholders and Management to make strategic decisions based on quality financial data and actively manage operational performance using timely and accurate information.
- c) Development of a Financial System that will meet the needs of a project the size and scale of High-Speed Rail Project.
- d) Developing Funding Plans and Procurement Strategies that will



continue to move this project forward in an efficient and cost effective manner. These critical areas will be accomplished through Task Orders in the following categories. Some tasks may be combined into a single Task Order, as applicable.

**[Note for Proposal:** The Contractor shall include the following tasks in the Proposal Scope of Work to be submitted in the Approach/Methodology section. The Proposer shall plan for the completion of these required tasks in the proposed program budget and schedule. The Proposer shall describe how the subcontractors, including the 30% small business (SB) participation and 3% disabled veteran business enterprise (DVBE) participation will be involved in each task.]

**2.1. Perform financial assessment and analysis of the Project or segments of the Project.**

2.1.1. The Contractor shall perform financial analysis for the Project and segments of the Project based on the construction, operating and maintenance cost estimates and revenue and ridership projections provided by the Authority. Specific elements may be:

2.1.1.1 Develop a section assessment for the Initial Operating Segment and prepare a section-level financial analysis followed by assessments and financial analyses for each remaining section within the planned system. The plans shall include section development options and cash flow analyses.

2.1.1.2 Participate in informational meetings with the Ridership and Revenue Model Enhancement consultants, Peer Review Panel, and/or other entities as requested to facilitate timely coordination of effort, identify and address issues of concern and share information.

2.1.1.3 Assess the existing financial plan, key data sources, and assumptions and identify potential gaps.

2.1.1.4 Perform financial analysis that analyzes the costs, revenue/ridership projections and financing and delivery alternatives.

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

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

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

2.3.1. The Contractor shall identify, analyze and develop implementation plans for prospective funding and financing sources. Specific elements may be:

2.3.1.1 Analyze potential financing sources and structuring plans, including alternative and innovative financing. Sources may include governmental purposes tax-exempt bonds, tax-exempt Private Activity Bonds, Transportation Infrastructure Finance and Innovation Act (TIFIA) loans, private financing including taxable bonds and bank loans,



private placement financing, private equity, vendor financing, infrastructure banks, tax credit bonds, Railroad Rehabilitation & Improvement Financing (RRIF) loans, federal credit enhancement structures and lines of credit, and foreign export development banks.

- 2.3.1.2 Assist the Authority in coordinating meetings with potential equity investors, lenders, and international and domestic developers and investors in high-speed rail systems.
- 2.3.1.3 Support in the deeper assessment of funding options and budget impacts of alternative courses of action as a result of additional funding sources and financing opportunities, including Cap and Trade funding.

**2.4. Analyze and evaluate delivery methods for the Project.**

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

**2.5. Provide financial procurement assistance during Project procurements.**

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

- 2.5.1.1 Assist with review and development of documents.
- 2.5.1.2 Evaluation of financial capacity of Request for Qualifications (RFQ) and Request for Proposals (RFP) respondents.
- 2.5.1.3 Assist with discussions with industry respondents and evaluation of commercial alternatives.
- 2.5.1.4 Assist with activities related to commercial and financial close processes.

**2.6. Prepare analysis, provide onsite staff support, and perform activities of the Financial Office for the Authority's Business Plan and other Authority planning documentation and financial reports.**

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



**2.7. Develop non-ticket and other revenue analyses and plans.**

- 2.7.1. The Contractor shall develop analyses and plans for ancillary and non-ticket revenue which shall include analyzing the potential revenue generation from these types of opportunities, based on inputs provided by the Authority and Authority consultants.
- 2.7.2. Provide analysis for ancillary revenue opportunities and develop approaches for planning and construction to contribute to capital funding needs.

**2.8. Analyze, provide onsite staff support, and perform activities of the Financial Office of financial elements of major contracts, contract data, processes and potential gaps.**

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

**2.9 Provide development, onsite staff support, and support of the Financial Office of the Financial Office's existing and recommended future processes and procedures to enhance the Financial Office. This task includes, but is not limited to:**

- 2.9.1 Preparation, review or analysis of Financial Information Technology (IT) solutions and feasibility study reports.
- 2.9.2 Back office operational support of the Financial Office: Provides Contract/Procurement/Budget and Accounting technical and advisory support of key operations when needed.
- 2.9.3 Development, review or analysis of desk procedures and policies of the Financial Office.
- 2.9.4 Provide support for the Financial Office with the implementation activities of the State's FI\$Cal System including migration from CALSTARS.
- 2.9.5 Participate in the Authority's review of Unsolicited Proposals or similar type of documents.

**2.10 Contract Management**

- 2.10.1. Contractor shall produce the products and services necessary to meet the Scope of Work. Within 30 days of notification that the contract has been approved and notification to proceed has been provided by the Authority's Contract Manager, the Contractor and the Authority shall confirm the project policy objectives and priorities; and agree upon a management plan with detailed tasks, deliverable, schedule and budget per Task Order.
- 2.10.2. Key contract management tasks include, but are not limited to: a kick-off meeting, progress reports, and a final meeting. Please note that prior to the submission of any final document or deliverable, a review period will be required of the draft incorporating comments and direction from the Authority and any other designated parties.



### 2.10.3. Kick-off Meeting

The Contractor shall attend a “kick-off” meeting with the Authority’s Contract Manager and other staff as required. The Contractor’s Project Manager, Contract Administrator, and Accounting Officer shall attend this meeting. The administrative and technical aspects of this contract will be discussed. Prior to the kick-off meeting, the Authority’s Contract Manager will provide an agenda to all potential meeting participants. The Authority’s Contract Manager shall determine the date and location of this meeting.

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

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

The Authority’s Contract Manager’s expectations for accomplishing tasks described in the Scope of Work

An updated Schedule of Deliverables

Processes for submitting, reviewing and approving Progress Reports, Task Deliverables and Final Report

## **3 Task Orders**

3.9 Task Orders shall be prepared by the Authority’s Contract Manager and reviewed by the Contractor in accordance with the Task Order Expectation Documents. All Task Orders shall include the portions of the Scope of Work for which the Task Order authorizes Work, schedule, and budget.

3.10 The Contractor shall submit a Task Order work plan and a cost estimate including, at a minimum, the names of the individuals proposed to work on the task, the individuals’ classifications, the duties the individual shall perform for such task, a written estimate of the number of hours per staff person under each duty or activity, any anticipated reimbursable expenses, and an estimate of SB/DBE/DVBE utilization for the task. The total dollar amount shall be based on the rates in the Cost Proposal of the Agreement.

3.11 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 professional judgment. Provided agreement is reached on the negotiable items, both the Authority and the Contractor shall finalize the Task Order. If the Authority and Contractor are unable to reach an agreement, the Authority may terminate the Agreement. No payment shall be due or made for any work performed under an unsigned Task Order, and the Authority shall not pay for any work described in an unsigned Task Order.



- 3.12 Other information may be required at the request of the Authority Contract Manager. The Authority shall provide the Contractor electronic templates of Task Order formats and required boilerplate language. All personnel to be used in the Task Order shall be among those identified in the Contractor's Cost Proposal.
- 3.13 At the Authority Contract Manager shall monitor and verify 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(s).
- 3.14 Any services to be provided by the Contractor shall only be performed pursuant to a Task Order that provides a detailed description of the services performed, the time frame for the Work to be performed, the not to exceed amount to be charged, and the estimated expenses.
- 3.15 It is acknowledged by the Contractor that it shall perform all incidental Work required to complete the services described in the Task Order, including Work for which no specific Proposal item was included, and including Work that is required to furnish final, complete Work consistent with the intent of the Agreement. All such incidental Work shall not be considered extra Work for which additional compensation or an increase in the not to exceed compensation can be claimed.
- 3.16 The services described herein are not exclusive, and the Authority reserves the right to enter into other agreements covering the same or similar services or to perform the same or similar services itself or through its agents. A Task Order could include work for all or part of any of the tasks listed in this scope of services. A Task Order may require integration of work performed by others into a final work product to be prepared by the Contractor.
- 3.17 The Authority requires its professional Contractors to provide services of the highest quality within a constrained schedule in order to meet program commitments. It is acknowledged by the Contractor that time is of the essence in the performance of each task of this Agreement. The services and any defined deliverables shall be completed and delivered to the Authority or its agent in a prompt and timely manner so as to permit the effective review and employment of the deliverable by the Authority during and throughout the performance of the Agreement.
- 3.18 Contractor will be required to submit a Cost Proposal for the prime Contractor team and for all Subconsultants. The Contractor and all Subcontractors shall maintain an acceptable cost accounting system and a time recording system which is Task Order specific. The Contractor may be required to maintain time records on a sub-task basis.



3.19 The Authority will not pay for Work which is defective, does not conform to program requirements or the instructions of the Authority or its agents, or which is delivered in an untimely manner such that it cannot be used for its intended purposes. In the event Work is deemed defective by the Authority in its sole discretion, then at the Authority's discretion the Contractor shall either (1) correct the Work at no charge to the Authority, or (2) adjust its charges to the Authority to remove the charges which resulted in the performance of the defective Work.

3.20 For each Task Order the Contractor will propose Performance Targets and Measures suitable for measuring performance towards the Authority's Performance Objectives, which will be provided to the Contractor when the Task Orders are established.

#### **4 Term**

4.9 The term of this Agreement is identified in Section 2 of the Standard Agreement (STD. 213).



**EXHIBIT B**

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**1. Budget Contingency Clause**

- 1.1 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 Exhibit 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.
- 1.2 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.

**2. Invoicing and Payment**

- 2.1 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. The billing rates in the Budget Detail are rate caps. The Budget Detail is attached as Attachment B-1 to this Agreement.
- 2.2 No payment shall be made in advance of services rendered.
- 2.3 The total amount payable by the Authority for this Agreement shall not exceed the amount on the Std. 213. It is understood and agreed that this total is an estimate and the actual amount of work requested by the Authority may be less.
- 2.4 Provide one original and two copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than 30 calendar days after completion of each billing period or upon completion of a task to:
  - 2.4.1 Financial Operations Section

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

[accounting@hsr.ca.gov](mailto:accounting@hsr.ca.gov)

(1 original and 1 copy)

AND

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



### **3. Payment Request Format**

- 3.1 The Authority will accept computer generated or electronically transmitted invoices. The date of “invoice receipt” shall be the date the Authority receives the paper copy.
- 3.2 A request for payment shall consist of, but not be limited to, the following:
  - 3.2.1 Agreement number, date prepared, and billing period.
  - 3.2.2 The Contractor’s billing rates by individual, inclusive of fees (hourly rate, fringe, indirect/overhead, general and administrative, fee, etc.). Worked performed is to be calculated on a pro rata basis in tenths of an hour. Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
  - 3.2.3 Other direct costs, including special equipment if requested by the Authority, travel, miscellaneous, and materials.
  - 3.2.4 An indication if the Contractor is certified as a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise. Subcontractor and vendor invoices shall also indicate whether a subcontractor or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.
  - 3.2.5 Backup documentation for audit purposes, and the Contractor shall 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.
  - 3.2.6 Receipts for travel, including departure and return times.
  - 3.2.7 By Task Order: cumulative amounts, budgeted per Agreement, billed to date, current billing, and balance of funds.
  - 3.2.8 A documentation to support the progress of the work performed during the billing period.
  - 3.2.9 A narrative that documents the process of the work during the billing period.
  - 3.2.10 Any other deliverables due during the billing period.
  - 3.2.11 Subcontractors’ and vendors’ invoices:

### **4. Travel and Per Diem Rates**

- 4.1 The Contractor shall be reimbursed for pre-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>.



- 4.2 All travel not specified in a Task Order requires written authorization from the Authority's Contract Manager prior to travel departure. The primary worksite for this contract will be the Authority's office in Sacramento. Travel to the Contractor's approved office from other locations is not reimbursed under this Agreement unless specifically authorized.
- 4.3 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.

## **5. Prompt Payment Act**

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

## **6. Excise Tax**

- 6.1 The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise 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. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

## **7. Invoice Disputes**

- 7.1 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, or with other written notification within 15 working days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.

## **8. Payment Retention Clause**

- 8.1 Ten percent (10%) of any progress payments that may be provided for under this Agreement shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the Agreement or Task Order.



**EXHIBIT C**

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**GTC 610**

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 610, is not included in the standard agreement package. As indicated on the Std. 213, a copy of Exhibit C can be found at the internet site: <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

If you do not have internet access, or otherwise cannot access the GTC 610, please contact Richard Vanderzanden with the Office of Procurement and Contracts below to receive a copy:

Richard Vanderzanden, Contract Analyst  
(916) 669-6617  
770 L Street, Suite 620 MS3  
Sacramento, California 95814

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## EXHIBIT D

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### 1. Contract Management

- 1.1. The Contractor's Project 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 by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.
- 1.2. The Authority may change its Contract Manager at any time by giving written notice to the Contractor.

### 2. Subcontracts

- 2.1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the 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.
- 2.2. 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.
- 2.3. The Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State.
- 2.4. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.
- 2.5. All applicable Contractors shall submit monthly progress reports on small businesses (SB), including microbusinesses (MB), and 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 Agreement 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 requirements captures SB utilization at all tiers. This requirement shall also include any amended portion of the contract.
- 2.6. 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, are 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 Section 999.5(d)).

- 2.7. The monthly SB Invoice Report Summary and Verification is designed to capture and verify the following information.
  - 2.7.1. Name of each small business participating under the respective contract.
  - 2.7.2. Type of work assignment designated to each small business.
  - 2.7.3. The eligible dollars committed to each small business.
  - 2.7.4. The eligible dollars invoiced to each small business during the reporting period.
  - 2.7.5. The dollars invoiced to date for each small business.
  - 2.7.6. The dollars invoiced to the small business as a result of a change order or other cost modification.
  - 2.7.7. The dollars invoiced to date as a percentage of the total commitment to each small business.
  - 2.7.8. The tier hierarchy of each Subcontractor.
  - 2.7.9. An Authorized Contractor's 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.

### **3. Confidentiality of Data**

- 3.1. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.
- 3.5. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.



#### **4. Confidentiality Clause**

- 4.1. The terms and conditions of this Agreement and the Work described herein, including communication with third parties, are to be held confidential between the parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with state or federal law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.
- 4.2. Contractor agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement. "Confidential Information" shall include all non-public business-related information, written or oral, disclosed or made available to the Contractor directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates, or representatives of the Contractor.

#### **5. Conflict of Interest**

- 5.1. 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.
- 5.2. 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 Legal Department, in consultation with the Authority 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 performs the same nature and scope of work as the Contractor.

#### **6. Settlement of Disputes**

- 6.1. 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.
- 6.2. To the extent not inconsistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in section 6.1 above will be decided by the Authority's Chief Financial Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Chief Financial Officer, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Contractor.
- 6.3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the Proposal.



- 6.4. Neither the pendency of a dispute nor its consideration by the Authority's Chief Financial Officer will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

## **7. Termination**

- 7.1. Termination for Cause: In accordance with section 7 of the GTC 610, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

## **8. Non-Waiver**

- 8.1. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. The failure of the Authority to enforce any provision of this Agreement or require performance by the 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.

## **9. Headings and Rules of Construction**

- 9.1. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

## **10. Stop Work**

- 10.1. 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.



- 10.2. 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.
- 10.3. The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority's Chief Financial Officer canceling the stop work order.
- 10.4. 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

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### 1. Order of Precedence

- 1.1. The Work to be performed under this Agreement shall be in accordance with the scope of work as detailed in Exhibit A. In the event of any inconsistencies or ambiguities in this Agreement the following documents shall be used to interpret the Agreement in the order of precedence stated:
  - 1.1.1. Terms of this Agreement and any amendments.
  - 1.1.2. Approved Task Orders.

### 2. Limitation of Liability

- 2.1. Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the contract value as stated on the Std. 213.
- 2.2. The foregoing limitation of liability shall not apply (i) to any liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- 2.3. The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the contract value, as stated on the Std. 213. Nothing herein shall be construed to waive or the State's sovereign immunity or any other immunity from suit provided by law.
- 2.4. In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section 2.2(i), 2.2(ii), or 2.2(iv) above.

### 3. Indemnification

- 3.1. Contractor agrees to indemnify, defend, and hold harmless the Authority, Federal Railroad Administration, State of California, their officers, agents and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence of wrongful 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 wrongful acts,



errors or omissions of the Contractor. The Contractor's indemnification herein with regard to third parties shall arise only to the extent caused by the negligence or wrongful acts, errors or omissions of the Contractor with regard to such third parties. Parsons Brinkerhoff, Inc. is an intended third party beneficiary of this indemnity clause.

- 3.2. 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.

#### **4. Evaluation of the Contractor**

- 4.1. Performance of the Contractor under this Agreement shall be evaluated. At the conclusion of the contract, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4. A copy of any negative evaluation for contracts over \$5,000 shall be sent to the Department of General Services, Office of Legal Services.

#### **5. Ownership of Data**

- 5.1. During the term of this Agreement and upon completion of any and all work under this Agreement, all intellectual property rights, ownership and title to all report, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data.
- 5.2. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.
- 5.3. "Generated data" is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance 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. "Generated data," as defined herein, shall not include proprietary data, as defined below.
- 5.4. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either 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. The extent of the Authority access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.



**6. Standard of Care**

- 6.1. The Contractor, in performing its professional services under this Agreement, owes the Authority the following duties of care (The Contractor’s “Standard of Care”):
  - 6.1.1. 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;
  - 6.1.2. 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
  - 6.1.3. The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

**7. Damages Due to Errors and Omissions**

- 7.1. The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A Contractor may be liable for Authority costs resulting from errors or deficiencies under this Agreement.

**7. Legal Notice**

- 7.1. 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. This section is not intended to replace any other applicable legal requirements.
- 7.2. 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 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
---	--

- 7.3. The project representatives identified in Exhibit A, Section 1.5. shall be notified via email when a notice is sent.
- 7.4. 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. Licenses and Permit**

- 8.1. 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 Agreement.



- 8.2. 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 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.
- 8.3. 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 Agreement upon occurrence of such event.

## **9. Insurance**

- 9.1. 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.
- 9.2. Workers' Compensation Insurance
- 9.2.1. 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)).
- 9.3. General Liability Insurance
- 9.3.1. 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.
- 9.4. Automobile Liability Insurance
- 9.4.1. 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.



## 9.5. Professional Liability (Errors & Omissions) Insurance

9.5.1. The Contractor shall maintain professional liability insurance that covers the Work to be performed in connection with this Agreement, in the minimum amount of five million dollars (\$5,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement.

## 9.6. Other Provisions or Requirements

### 9.6.1. Proof of Insurance

9.6.1.1 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 Authority's Contract Manager 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.

### 9.6.2. Duration of Coverage

9.6.2.1 The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by 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.

### 9.6.3. Authority's Rights of Enforcement

9.6.3.1 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.

### 9.6.4. Acceptable Insurers

9.6.4.1 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 Authority's Contract Manager.

### 9.6.5. Waiver of Subrogation

9.6.5.1 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.

9.6.6. Enforcement of Contract Provisions (non estoppel)

9.6.6.1 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.

9.6.7. Requirements not Limiting

9.6.7.1 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.

9.6.8. Notice of Cancellation

9.6.8.1 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.

9.6.9. Additional Insured Status

9.6.9.1 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.

9.6.10. Authority's Right to Revise Specifications

9.6.10.1 The Authority reserves the right at any time during the term of the Agreement 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.



#### 9.6.11. Self-insured Retentions

9.6.11.1 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.

#### 9.6.12. Timely Notice of Claims

9.6.12.1 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.

#### 9.6.13. Additional Insurance

9.6.13.1 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.

#### 9.6.14. Subcontractors

9.6.14.1 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. Except as otherwise specified in this Section, Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. Contractor shall cause each Subcontractor to include the State (and the Indemnified Parties) as insureds under such Subcontractor's general liability and excess liability insurance policies.

### **10. Computer Software**

10.1. For contracts in which software usage is an essential element of performance under this Contract, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### **11. Ownership/Inventory/Disposition of State Equipment**

11.1. The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the Contractor where such expense is charged to and/or reimbursed from Agreement funds.

11.2. No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the Authority. All equipment of any kind, purchased or reimbursed with Agreement funds or furnished by the Authority under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered the property of the Authority.



11.3. The Authority may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Contractor's invoice to the Authority, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Authority with no expense to the Authority.

11.4. The Contractor should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment (SAM Section 8600). A copy of the inventory record must be submitted to the Authority on request by the Authority.

## **12. Contingent Fee**

12.1. The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **13. Non Eligible Alien Certification**

13.1. In accordance with 8 U.S. Code Section 1621, the Contractor certifies by execution of this Agreement, that they are not an alien who is not:

13.1.1. a qualified alien (as defined in 8 U.S. Code Section 1641),

13.1.2. a nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 *et seq.*], or

13.1.3. an alien who is paroled into the United States under Section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for less than one year.

## **14. The California Environmental Quality Act**

14.1. By entering into this Agreement that mentions or refers to the California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and state environmental permitting laws/agencies and initially authorizes related work, the Authority does not: (a) waive the Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA's application to the High-Speed Rail (HSR) project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the HSR project.



**SAMPLE WORK ORDER ACCEPTANCE COVERSHEET**

*Task Order # and Name*

The Authority has a review time of five business days or 15% of the total effort to produce the task, whichever is greater. Longer review durations are acceptable if mutually agreed upon by both the Authority and the Contractor. The review period begins the first business day after the date the Contractor has delivered the task and this form.

The Contractor will facilitate a walkthrough to describe the task and address the Authority's questions or concerns. The Authority will sign two originals of this document and submit to the Contractor. After the Contractor has signed, the Contractor will return one signed copy to the Authority's Contract Manager.

*Note: Tasks will be sent to the Authority's Contract Manager. An email will be sent to the Contractor for proof of receipt of delivery and initiating the review process.*

The Authority has reviewed the following task:

<b>Task ID, Name, and Version</b>	
<b>Date Delivered to the Authority:</b>	<i>Date: July 14, 2017</i>
<b>Contract:</b>	<i>Contract #HSR15-92</i>
<b>Received by:</b>	<i>Name and Title: Contract Manager</i>
<b>Date of Walkthrough:</b>	<i>Date: July 19, 2017</i>
<b>Agreed Review Period:</b>	<i>5 days</i>
<b>Task Disposition:</b>	<i>Accepted or Rejected</i>
<b>Date Accepted/Rejected:</b>	<i>Date July 19, 2017</i>

If the task was rejected by the Authority, the reason(s) for not accepting it must either be documented in the space below or on an attached document.

<b>Reason for Rejection</b>
<i>This area will be the description of any items to be addressed for task resubmittal.</i>

<b>Accepted/Rejected by:</b>	<b>Signature and Date</b>
<b>Authority Contract Manager</b> <i>Name and Title</i>	
<b>Contractor</b> <i>Name and Title</i>	



## Forms and Certifications

- Form A: Bidder Declaration
- Form B: Organizational Conflicts of Interest Statement
- Form C: DVBE Declaration
- Cert. 1: Contractor Certification Clauses (CCC-307)
- Cert. 2: Proposer's Overall Project Small Business Goal Commitment Affidavit
- Cert. 3: Iran Contracting Certification
- Cert. 4: Darfur Contracting Act Certification
- Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 7: Non-Collusion Affidavit
- Cert. 8: Equal Employment Opportunity Certification
- Cert. 9: Non-Discrimination Certification
- Cert. 10: Certification Regarding Lobbying



## **Form A: Bidder Declaration**

This form must be completed by all Proposers. The fill and print form is available at the link below:

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>

If you cannot access this form, please contact the Point of Contact listed in 3.1 of the RFP.



**Form B: Organizational Conflicts of Interest Disclosure Statement**

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

**1. Definition**

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

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

**2. Disclosure**

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



**3. Explanation**

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

**4. Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Consultant



**Form C: DVBE Declaration (STD. 843)**

The DVBE Declaration shall be submitted for each DVBE Proposer team member identified on Form A, Bidder Declaration. This fill and print form and instructions are available at the link below:

The DVBE Declaration shall be submitted for each DVBE that will be a Proposer or subcontractor. This fill and print form and instructions are available at the link below:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

If you cannot access this form, please contact the Point of Contact listed in 3.1 of the RFP.



**Cert. 1: Contractor Certification Clauses (CCC-307)**

This form must be completed by all Proposers as directed in Section 5.3.1.2 of this RFP. The certification is available at the link below:

[www.documents.dgs.ca.gov/ols/CCC-307.doc](http://www.documents.dgs.ca.gov/ols/CCC-307.doc)

If you cannot access this form, please contact the Point of Contact listed in 3.1 of the RFP.



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

**AFFIDAVIT**

STATE OF \_\_\_\_\_ §

§

§

COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_  
(Contact Name)

is the Official Representative of

\_\_\_\_\_  
(Consultant's Name)

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

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

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

[Signature Page Follows]



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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Cert. 3:                    Iran Contracting Certification**

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

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

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

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or Proposal in response to this RFP HSR15-92 Financial Advisor Services for the California High-Speed Rail Authority.

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

Date: \_\_\_\_\_

Entity: \_\_\_\_\_



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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



**Cert. 4: Darfur Contracting Act Certification**

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

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

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

**OR**

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

**OR**

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

**CERTIFICATION for Paragraph No. 3**

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

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



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

**Primary Covered Transactions**

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

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

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

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

Certify to the above       Cannot certify to the above.

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

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

**Organization Name,  
Address, and Telephone**

\_\_\_\_\_  
Signature of Person Certifying

\_\_\_\_\_  
Printed Name



\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**Lower Tier Covered Transactions**

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

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

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

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

Certify to the above       Cannot certify to the above.

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



**Organization Name,  
Address, and Telephone**

\_\_\_\_\_  
Signature of Person Certifying

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Cert. 7: Non-Collusion Affidavit**

State of \_\_\_\_\_ §

§

§

County of \_\_\_\_\_ §

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Position / Title) (Company)

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

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

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

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

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

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

That all statements contained in the Proposal are true.

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



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

---

(Consultant)

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

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

20 \_\_\_\_\_ at \_\_\_\_\_ , \_\_\_\_\_ .

\_\_\_\_\_ (City) \_\_\_\_\_ (State)

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Signature of Affiant

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Cert. 8: Equal Employment Opportunity Certification**

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

The undersigned certifies on behalf of \_\_\_\_\_ that:

---

(Name of entity making certification)

Check one of the following boxes:

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

Check one of the following boxes:

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If not the Consultant, relationship to the Consultant: \_\_\_\_\_



**Cert. 9: Non-Discrimination Certification**

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

**Organization Name,  
Address, and Telephone**

\_\_\_\_\_  
Signature of Person Certifying

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Cert. 10: Certification Regarding Lobbying**

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(Title of Company Official)

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



