



CALIFORNIA
High-Speed Rail Authority

**Request for Qualifications for the High-Speed
Rail Systemwide Vision Plan for Stations**

RFQ No.: [HSR15-93]

[December 23, 2015]

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INTRODUCTION AND PURPOSE OF SOLICITATION

1.0 California High-Speed Rail Authority

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 under three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

2.0 Purpose and Overview of RFQ

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 teams (Offeror) for the High-Speed Rail Systemwide Vision Plan for Stations (Vision Plan). The purpose of this RFQ is to award a contract to one (1) Offeror to provide professional consulting services for the Vision Plan.
- 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 two (2) years.
- The estimated dollar value for this contract is not to exceed \$3,000,000.00.
- The RFQ will follow the process in California Code of Regulations, Title 21, Division 6, Section 10000.1 et seq., and the evaluation will be based on the factors/criteria contained in Attachment B and Attachment C.
- Offerors will be strongly encouraged to achieve the Authority's 30 percent utilization goal for Small Businesses (see Form A and Cert. 2).
- The successful Offeror will be expected to work in close cooperation with the Authority's Rail Delivery Partner (RDP).
- Negotiations will 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.



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- All questions regarding this RFQ must be submitted in writing through (www.bidsync.com) by the date and time listed in Table 1 for the benefit of all Offerors.

2.1 Definitions

Whenever used in this RFQ, the following terms have the definitions indicated:

Agreement – The contract between the Authority and the successful Offeror.

Authority – California High-Speed Rail Authority, which may include the Authority's consultants and other representatives, such as the RDP.

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 8:00 a.m. and 5:00 p.m., Pacific Time

Consultant – The successful Offeror mentioned herein, including the prime Consultant and all Subconsultants.

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.

Key Personnel – Those individuals identified in the Offeror's SOQ to fill the positions specified in Section 8.3.5.1.

Licensed Architect – An architect that is licensed by the State of California pursuant to the Professional Architects Act (Business and Professions Code Section 5500 *et seq.*), at the time the contract is executed.

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, at the time the contract is executed.

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.

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

Rail Delivery Partner – The Authority’s consultant authorized to assist in managing, overseeing and delivering the System.

Small Business (SB) – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration 8(a) or California Department of General Services for certification as a Small Business. This definition is dependent on whether the firm wishes to participate in U.S. DOT-assisted contracts or in 100 percent, State funded contracts, which are defined as follows:

- a. For U.S. DOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. Part 26.65 (b). Certified SB firms participating in U.S. DOT-assisted contracts are not required to have a principal office located in California. Federal 8(a) 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/Subconsultant – Defined as follows:

- a. Prior to award of the Vision Plan 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 Vision Plan contract, any Person with whom the Offeror has entered into a subcontract for any part of the Work, or with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

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



Work – All professional services assigned and authorized by the Authority to be performed under contract.

Addendum 1



INSTRUCTIONS TO OFFERORS

3.0 Procurement Schedule and Process

Table 1: Key RFQ Dates

Key Dates	Activity Description
November 18, 2015	Final RFQ advertised and issued to prospective respondents.
December 1, 2015	Pre-Bid Conference: Sacramento County Board of Supervisors, 700 H Street, Sacramento. Attendance at the Pre-Bid Conference is not mandatory.
December 30, 2015	Last day to submit written questions on Bidsync.
January 28, 2016	SOQs due to Authority's office by 3:00 PM Pacific Time.
February 17, 2016	Notifications of Discussions sent to Offerors*
Week of February 22-26, 2016	Discussions with Offerors held in Sacramento, CA.*
March 2, 2016	Notice of Selection*
March 7, 2016	Negotiation with selected Offeror*

* Dates occurring after the SOQ deadline are subject to change without issuance of an addendum.

3.1 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) 324-1541
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 RDP staff other than the Point of Contact. Failure to comply with this communication prohibition may result in disqualification.

3.2 Addenda to Request for Qualifications

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

3.3 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.

3.4 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 Vision Plan shall belong exclusively to the State of California.

3.5 Improper Communications and Contacts

The following rules of contact shall apply during the procurement that began upon the date of issuance of this RFQ and will be completed with either the execution of the Vision Plan 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 Section 3.1)
- 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.
- 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. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.



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- F. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.

3.6 Organizational Conflicts of Interest

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

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

Offerors are advised to carefully review the Policy, and to have their team members review the Policy. If awarded a contract through this RFQ, performance of the proposed scope of work will not create an organizational conflict of interest that would preclude the successful Offeror from bidding on future Authority contracts, including station design.

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.

3.7 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 California Public Records Act (PRA) at the conclusion of the procurement process. None of the aforementioned materials will be returned to the submitting parties. In no event shall the Authority, or any of its 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.

4.0 Submittal of the Statement of Qualifications

4.1 Statement of Qualifications Submittal Information

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. Do not password protect or otherwise restrict viewing access to the files. SOQs must be received no later than the date and time listed in Table 1, addressed as follows:

MAILED OR HAND-DELIVERED TO:

If hand-delivered:	If delivered by mail:
Attention: Richard Vanderzanden California High-Speed Rail Authority 770 L Street, Suite 1160 Sacramento, CA 95814	Attention: Richard Vanderzanden California High-Speed Rail Authority 770 L Street, Suite 620 MS 3 Sacramento, CA 95814

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

RFQ No.: _____ [HSR15-93]

California High-Speed Rail Authority
High-Speed Rail Systemwide Vision Plan for Stations Statement of Qualifications

Offeror: _____

4.2 Late Submittals:

In accordance with California Public Contract Code Section 10344, SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, e-mail and facsimile 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.

4.3 Modification or Withdrawal of SOQs:

Any Offeror may modify or withdraw its own SOQ received before the SOQ submittal deadline by written request to the Authority.

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 shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 8.0, including the mandatory 3 percent DVBE participation requirement. Failure to meet the requirements of this RFQ may 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

The Authority will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section 8.0 and in Attachment B.

5.3 Discussions Evaluation

Following the evaluation of SOQs, the Authority will hold Discussions with selected Offerors. Discussions with the Authority will be held with no fewer than the top three (3) rated Offerors. If the Authority does not receive three qualified SOQs, the Authority may hold Discussions with Offerors at its discretion. Discussions will be separately evaluated based on criteria described in Attachment C.

The top ranking Offeror shall submit their Cost Proposal to the Authority within five business days of the Notice of Selection is released.

5.4 Final Scoring

At the conclusion of the SOQ review and the Discussions, the Authority will rank the Offerors on the basis of total weighted SOQ score (60%) plus total weighted Discussion score (40%), and recommend the Offeror with the highest total score for award of the contract. For example, if an Offeror scores 75 on their SOQ and 80 on their Discussion, then the total score would be:

$$(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$$

5.5 Contract Negotiation Process

The Authority will enter into negotiations with the Offeror with the highest total score (ranked "1"). If negotiations are unsuccessful, the Authority will terminate all discussions with the top ranked Offeror and enter into negotiations with the next highest ranked Offeror and so on sequentially. After completion of successful negotiations, the Authority shall recommend an Offeror for contract award to the Authority's Chief Executive Officer for approval.



5.6 Unsuccessful Offerors

After the Notice of Selection 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 Offerors to learn why their particular SOQ was not successful and may provide insight to improving SOQ 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 an SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all minimum qualifications;
- C. Offerors invited for Discussions.

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 3.1. 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 date of the Notifications of Discussions listed in Table 1.

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 3.1, as soon as the basis for the protest is known to the Offeror. The Protest Official for this RFQ is:

Mark McLoughlin
California High-Speed Rail Authority
770 L Street, Suite 620, MS 2
Sacramento, CA 95814

6.6 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.

6.7 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.

6.8 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.



STATEMENT OF QUALIFICATIONS

7.0 Background for the RFQ

The Authority encourages innovation and design excellence as well as the development of creative approaches, methodologies, and solutions. In responding to the RFQ, the Offeror shall explain its vision for the Work and how it intends to accomplish these goals.

Exhibit A of Attachment D of this RFQ represents the scope of services that the selected Offeror will be called upon to deliver during the course of the contract. Depending on the status and development of the Project and the needs of the Authority, the selected Offeror may be asked to provide varying levels of and types of professional services within those identified in Exhibit A of Attachment D.

8.0 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.

8.1 General Requirements

The SOQ should be completed in ink or typewritten; and must be manually signed.

The SOQ shall comply with the following requirements:

- Documents should 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 they should do so sparingly. Large format pages will be included in the page limit.
- Pages should be numbered at the bottom to show the page numbers and total number of pages in the response (e.g., Page 1 of 10, Page 2 of 10, etc.).
- The SOQ shall be no more than 50 pages in length, exclusive of the transmittal letter, resumes, references, 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:



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- 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 8.0 shall be addressed.
 - Sections in the SOQ should be presented in the same order as they appear in this RFQ.

8.2 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. 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.

The transmittal letter shall include the following:

1. The Offeror must identify the Offeror's Contract Manager assigned to manage any contract awarded pursuant to this RFQ in the Transmittal Letter.
2. The Offeror must affirm in the Transmittal Letter that it has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five (5) years.
3. The Offeror must affirm in the Transmittal Letter that it has or is able to obtain the required insurance, specified in the sample contract in Attachment D of this RFQ.
4. The Offeror must attach to the Transmittal Letter all required Forms and Certifications, including all necessary information showing small business participation. Any Subcontractors shall be identified on Form A.
5. The Offeror must hold valid and appropriate licensure as a business qualified to do business in the State of California. Offerors shall include copies of licenses with the Transmittal Letter.
6. The Offeror must provide resumes for the Key Personnel. Resumes shall be attached to the Transmittal Letter. Resumes will not be counted within the page count.
7. The Offeror must provide (3) references for the firm as required in Section 8.3.4 (including all required information and/or documentation). References shall be attached to the Transmittal Letter. References will not be counted within the page count.

8.2.1 Minimum Qualifications

Offerors must satisfy all of the Minimum Qualifications listed below. Failure to satisfy all of the Minimum Qualifications at the time of SOQ submission may result in the immediate rejection of the



submission. The successful Offeror must continue to satisfy all of the Minimum Qualifications throughout the term of any contract resulting from this RFQ.

The Minimum Qualifications for this RFQ are:

1. The Offeror shall satisfy the requirements of Section 8.2 of this RFQ, titled “Transmittal Letter.”
2. The Offeror shall satisfy all of the requirements of Section 8.3.4 of this RFQ, titled “References.”
3. At least one person responsible for the direction and control of the Vision Plan contract shall be a California Licensed Professional Architect or a Licensed Professional Engineer at the SOQ submittal deadline, as required by Section 8.3.5.1 of this RFQ.

8.3 Contents of the SOQ

Using the following criteria as a minimum, Offerors will state why their team believes it is qualified to provide the services requested in this RFQ.

8.3.1 Executive Summary

The Authority wishes to contract with a Vision Plan team with the depth and strength to successfully manage and deliver a Vision Plan of the complexity and magnitude described under this RFQ.

Offerors may include an Executive Summary, preferably not exceeding three (3) pages, stating key points of their SOQ which they believe highlight their qualifications to deliver a Vision Plan. 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.

8.3.2 Project Approach: Understanding Project Elements and Requirements

The Authority wishes to contract with a Vision Plan team with a strong understanding of the Work (based on the tasks described in Attachment D, Exhibit A) and requirements for its effective management. Offerors should provide a detailed discussion that demonstrates an understanding of the Work elements and how the tasks identified in Attachment D, Exhibit A will be accomplished; include how the process, coordination and management of the team to be employed will meet the requirements to ensure implementation of Offeror’s approach.

Describe generally Offeror’s expectations regarding what can be achieved and how the Offeror’s team’s past experiences related to the Offeror’s ability to accomplish project requirements, including the Offeror’s ability to meet the specified contract schedule and sustainability performance.

Include a statement of design and philosophical approach to sustainable design.



8.3.3 Past Performance and Experience

The Authority wishes to contract with a Vision Plan team with a proven track record of successfully providing Vision Plans on similar projects. Describe how the past projects identified provide the experience with the successful delivery of projects of similar scope and complexity, including examples of how contract schedule deadlines and budgets were met. Offerors should include experience delivering iconic structure globally and in California.

The Offeror should highlight its experience with the following: achievement of project sustainability goals for high performance buildings.

8.3.4 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 similar work on a similar basis. References shall be provided as follows:

- If a single entity is the prime consultant 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;
- The date of service of the assignment;
- A summary statement for each assignment; and
- Examples of innovative approaches that contributed to project quality, building performance, and/or cost or schedule savings.



8.3.5 Organization and Key Personnel

The Authority intends to contract with a Vision Plan team with experienced personnel in key roles to successfully oversee the required technical capabilities and with the organizational and staffing capacity required to successfully provide Vision Plan. 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.

Describe the composition of the Vision Plan team, how it will work as an integrated design team, how activities are assigned. Submit an organization chart indicating specific personnel nominations for primary and technical support positions.

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

8.3.5.1 Key Personnel and Roles

The Authority seeks a HSR Station Vision Plan team that includes personnel with knowledge of applicable standards, regulations, codes and technology.

The SOQ must include information regarding California professional licenses held by the Offeror's Key Personnel. At least one key person shall be a Licensed Professional Architect or Licensed Professional Engineer now or by the time the contract is executed. The HSR Station Vision Plan team shall also include Leadership in Energy and Environmental Design (LEED) accredited architects and/or engineers with substantial experience designing rail transit facilities; or provide an explanation of how alternate experience is relevant.

Provide resumes for Key Personnel positions identified in the organizational and management approach, including any Subcontractors' Key Personnel. Resumes shall be limited to three (3) pages and should be keyed to the respective positions on the organization chart and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Discuss how Key Personnel are qualified for the positions to which they are assigned. Subcontractors' Key Personnel shall be identified in the same manner.

All known Subcontractors shall also be identified on Form A.

Provide a list of individuals that meet the qualifications listed below to fill the following Key Personnel positions, at least one of which is a California Licensed Architect:



Principal-in-Charge: Senior level experience (20 years professional experience preferred) with similar types of iconic projects, not limited to transportation.

Project Manager/Project Team Leader: Experience (10 years professional experience preferred) with similar types of iconic projects, not limited to transportation.

HSR Station Vision Plan Principal: Experience with similar rail transportation projects, high-speed rail experience preferred.

8.3.6 Small Business Participation

The Authority's [Revised Small and Disadvantaged Business Enterprise Program for Professional Contract Services](#) establishes a 30 percent Small Business Enterprise (SBE) utilization goal, which is inclusive of a three percent Disabled Veteran Business Enterprise (DVBE) goal. 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.

For the purposes of this procurement, Offerors are strongly encouraged to meet the Authority's SB Program 30 percent goals. The Authority will award 5 incentive points to SOQs that meet this goal. To receive the incentive, Offerors shall include on Form A the percentage of Work assigned to each qualified small and microbusiness. If applied, the incentive will be added to the Offeror's Total SOQ score prior to being weighted. With the incentive the maximum possible points for the SOQ is 105 points.

The Offeror shall also submit copies of current small and microbusiness certifications for all small and microbusinesses claimed towards the 30 percent small and microbusiness participation goal. Copies of the certifications are not included in the total page count.

This RFQ is also subject to a participation requirement of 3 percent certified California Disabled Veteran Business Enterprise (DVBE) as set forth in Public Contract Code Section 10115 *et seq.* as a Pass/Fail Requirement. Offerors shall include on Form A the percentage of Work assigned to each qualified DVBE. The Offeror shall also submit copies of current DVBE certifications for all DVBEs claimed towards the 3 percent DVBE participation requirement. Copies of the certifications are not included in the total page count. DVBEs that can establish certification as a small or microbusiness may also be counted towards the 30 percent small and microbusiness participation goal.

The Authority SB/DBE Program Plan, which includes the requirements for 100% state-funded contracts, may be found on the Authority's Small Business Policy and Program web page:

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



Attachment A: SOQ Pass/Fail Requirement Worksheet

	SOQ Requirements	Pass	Fail
1.	Was the SOQ received no later than the date and time listed in Table 1?		
2.	Did the SOQ include one original and six (6) hard copies in separate 3-ring binders contained in a sealed shipping package? <ul style="list-style-type: none"> • Original is marked "Original" on its face and spine, and each copy is marked with the Offeror's name and numbered 1 through 6 on their spines. 		
3.	Did the Offeror include one electronic version of their SOQ in a searchable .pdf format on a CD or DVD?		
4.	Did the Offeror satisfy the requirements of Section 8.2 of this RFQ titled "Transmittal Letter?"		
5.	Did the Offeror satisfy all of the requirements of Section 8.3.4 of this RFQ, titled "References?"		
6.	Is the SOQ typewritten and signed manually?		
7.	Are the documents prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided?		
8.	Are pages numbered to show page numbers and total number of pages in the response at the bottom of the page?		
9.	Is the SOQ no more than 50 pages in length, exclusive of the transmittal letter, resumes and references, and the Forms and Certifications.		
10.	Form A: Schedule of Subcontractor(s)/ Subconsultant(s) (Offeror Only)		
11.	Form B: Organizational Conflicts of Interest Disclosure Statement (Offeror and Subcontractor(s)/ Subconsultant(s))		
12.	Form C: STD 843 Disabled Veteran Business Enterprise Declarations (Offeror Only)		
13.	Cert 1: Certification Regarding Miscellaneous State Requirements (Offeror Only)		
14.	Cert 2: Offeror's Overall Project Small Business Goal Commitment Affidavit (Offeror Only)		
15.	Cert 3: Iran Contracting Certification (Offeror Only)		
16.	Cert 4: Darfur Contracting Act Certification (Offeror Only)		
17.	Cert 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Offeror and Subcontractor(s)/ Subconsultant(s) >\$25,000)		
18.	Cert 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Subcontractor(s)/ Subconsultant(s))		
19.	Cert 7: Non-collusion Affidavit (Offeror)		
20.	Cert 8: Equal Employment Opportunity Certification (Offeror, Joint Venture Members and Subcontractor(s)/ Subconsultant(s))		
21.	Cert 9: Non-discrimination Certification (Offeror and Subcontractor(s)/ Subconsultant(s))		
22.	Cert 10: Certification Regarding Lobbying (Offeror Only)		
23.	Did the Offeror meet the 3% DVBE Requirement (listed on Form A)?		



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

NOTE: These criteria are 60% of the total score		Maximum Score	Actual Score
1.	<p>PAST PERFORMANCE AND EXPERIENCE</p> <ul style="list-style-type: none"> Has the Offeror successfully delivered on past projects of similar scope and complexity? 	30	
2.	<p>UNDERSTANDING OF PROJECT REQUIREMENTS</p> <ul style="list-style-type: none"> Does the proposed project approach present a creative as well as clear and logical framework? Has the Offeror demonstrated a thorough knowledge of the project? Has the Offeror demonstrated a thorough knowledge of what is required to monitor and measure performance of the HSR Vision Contract? Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the HSR Vision for a project of this complexity and magnitude with autonomy? Has the offeror provided clear evidence of creative approaches to vision efforts for other emerging concepts, technologies, or complex infrastructure projects? 	30	
3.	<p>ORGANIZATION AND KEY PERSONNEL</p> <ul style="list-style-type: none"> Does the proposed team convey the proper level of response for the work at hand? Does the proposed team demonstrate a high level of commitment and resource availability? Does the proposed team address the full expanse of potential tasks in the scope? <p>KEY PERSONNEL AND ROLES</p> <ul style="list-style-type: none"> Are the personal qualifications and professional skills of the Key Personnel nominees appropriate for the roles assigned? Are the Key Personnel nominees' past experience applicable and indicative of success on this project? 	30	
4.	<p>CREATIVE ELEMENT</p> <ul style="list-style-type: none"> Does the SOQ present a strategy on how the plan's creative elements will provide inspiration and guidance to others (i.e. architects, planners, members of the public) in their implementation of the vision? 	10	
5.	<p>SMALL BUSINESS PARTICIPATION INCENTIVE</p> <ul style="list-style-type: none"> Does the SOQ meet the 30 percent small and microbusiness participation goal needed to be awarded the small business participation scoring incentive? 	5	
Total SOQ Score (Total Possible with Incentive is 105)		100	
Total Weighed Score with 60% Weighting Factor (SOQ Score x 0.6)		60	



Attachment C: Criteria for Evaluation of Discussions and Total Score Worksheet

NOTE: These criteria are 40% of the total score		Maximum Score	Actual Score
1.	PRESENTATION <ul style="list-style-type: none"> Quality, including visual quality, and appropriateness of the presentation Logic of the chosen speakers relative to project challenges Project manager's demonstrated command of intent and purpose of the scope of work The extent the presentation addresses the ability to be creative and flexible given multiple inputs from the Authority or other stakeholders 	25	
2.	PROJECT MANAGER/PROJECT TEAM LEADER PARTICIPATION <ul style="list-style-type: none"> Quality of presentation and responsiveness to questions Demonstration of understanding the HSR Vision challenges and requirements Perceived level of the Manager/Team Leader's involvement with the development of the SOQ, presentation and proposed leadership of team to deliver the scope of work 	25	
3.	KEY STAFF PARTICIPATION <ul style="list-style-type: none"> Quality, including visual quality and creativeness of presentations and responsiveness to questions Understanding of assignment challenges and requirements Perceived level of involvement with SOQ preparation 	25	
4.	UNDERSTANDING OF PROJECT <ul style="list-style-type: none"> Does the Offeror convey and discuss an understanding of the critical project success factors? Did the Offeror convey their process of envisioning for HSR stations in the system? Did the Offeror provide evidence of comparable prior project experience and demonstrate the applicability of that experience to the proposed scope of work? 	25	
Total:		100	
Total Weighted Discussion Score with 40% Weighing Factor (Discussion Score x 0.4)		40	

Total Score for Statement of Qualifications and Discussion	Maximum Score	Actual Score
Total Weighted SOQ Score	60	
Total Weighted Discussion Score	40	
Final Score	100	



EXHIBIT A: SCOPE OF WORK**1 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 System (HSR 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 § 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:

AUTHORITY	CONSULTANT
Contract Manager: Melissa DuMond	Project Manager:
Address: California High-Speed Rail Authority 770 L Street, Suite 620 MS2 Sacramento, CA 95814	Address:
Phone: 916-403-2583	Phone:
e-mail: Melissa.Dumond@hsr.ca.gov	e-mail:

2 SCOPE OF SERVICES**2.1 Consultant Responsibilities**

Pursuant to specific authorization from the Authority Contract Manager, the Consultant is responsible for the providing of professional services related to the development and presentation of the High-Speed Rail Systemwide Vision Plan for Stations.

The Consultant will meet with the Contract Manager and planning staff as directed to develop a framework for the work to be performed and the elements of the Vision Plan. It is understood that meetings may be more regularly held at the beginning of the contract term and may be requested to be held in person, by conference call or by video conferencing.



Meetings with the Authority will primarily take place at the RDP's office or with Authority's staff in its Sacramento office. In addition, progress meetings may take place in the Regional Offices, as directed by the Contract Manager.

2.1.1 Development of a Vision Plan (Plan)

Every station area, whether existing or proposed, faces unique challenges and will require tailored strategies to create high-performing transit-oriented development projects. However, they should all share similar characteristics to assist planners, citizens and elected officials to quickly and easily understand key planning considerations and what to expect in terms of the character, role and function of the places that will be created.

The Plan should be viewed as a toolkit of common elements to allow visitors to identify a station as part of the HSR System. While every station area is unique and should reflect local context, culture and climate, the Plan should present common principles that apply to the creation of forms and public spaces regardless of location. The Plan should provide guidance on how to build on existing international HSR examples, inspiration to plan for more than transportation needs and HSR-design elements to emphasize the importance of the quality and character of the architecture.

2.1.1.1 More than a Transit Hub

The Plan's mission is to create stations that are year-round, world-class public places. There should be an emphasis on developing a local place to be frequented and focused on improving the public realm for residents and travelers. Depending on the setting, stations may be a mix of public, cultural, educational, recreational, retail, dining, entertainment and other compatible uses attracting a broad range of visitors and managed within a business framework that provides for the long-term financial sustainability of a station. The Plan should explore the fortuitous harmony between business objectives enhanced by urban density and connectivity.

The Plan should be designed to embrace the value that HSR places on sustainability, architecture, and urbanism, and allows that commitment to quality to guide planning and decision making. An HSR station should integrate into the surrounding area but its impact should expand beyond its footprint.

2.1.1.2 Connectivity and Growth

An integrated high-speed and intercity passenger rail network with local transportation options will increase energy efficiency and reduce carbon emissions. An HSR station should provide travelers with more transportation mobility choices. A measure of success is the clarity in which visitors can navigate a station and the transportation system.

The HSR system will build out over time, consistent with the phasing identified in biannual business plans, with increases in ridership annually. Similarly, development potential and foot traffic in and around station areas is anticipated to scale in a similar fashion. Along these lines, the State Transportation Agency is strategically investing in modernization of its passenger rail system to increase ridership and meet state goals, which serves as a feeder system to the HSR System. The Plan should take into account, capitalize on, and accommodate this progression of HSR System growth, market growth, and innovations in technology over time.



2.1.1.3 High-Speed Rail Precedents

The Vision Plan should be both inspirational and grounded in the reality and understanding of what has and has not worked at other HSR Stations around the world. The Plan should include and consider case studies and international precedents where stations have maximized economic value for the owner as well as the surrounding community; precedents that respond to the Authority's existing urban design and sustainability policies; and reflect high-performance design criteria.

2.1.1.4 Urban Design and Sustainability

The world is refocusing on an urban-design as many cities reclaim and revitalize their urban centers. "World-class" requires more than a legacy and history passed on over generations. It is also necessary to develop careful programming strategies and responses to changing times while simultaneously maintaining the original essence of a place.

HSR stations are intended to grow and evolve with the surrounding community; the Plan should include an approach for growth in accordance with the State's goals of sustainability. See SB 375, the Sustainable Communities and Climate Protection Act of 2008, and AB 32, The Global Warming Solutions Act of 2006.

2.1.1.5 A California High-Speed Rail Specific Identity

The Authority is tasked with building a System with up to 24 stations through a state with a great diversity in people and locations. The key defining element is that these stations are all part of the California HSR System which should embody high performance and good design. The HSR System has a competitive advantage of providing HSR access to destinations throughout the state. A key part to providing that service is an efficiency of design to allow a combination for increased capacity over time with a streamlined flow to provide service.

The Plan shall include design elements and key features which will identify a station as part of the California HSR System; which may include standard, dimensioned drawings and specifications for system and facility identity elements.

2.1.2 Deliverables

2.1.2.1 Vision Plan

The Consultant will produce a Vision Plan that includes 1) a specific written vision statement; 2) the various elements as described in Section 2.1.1.; 3) design drawings; and 4) other elements or requirements as determined by the Contract Manager.

It is anticipated the Vision Plan will be completed within 4-6 months of Notice to Proceed (NTP). Actual deliverable due date will be agreed to by the Contract Manager.

2.1.2.2 Presentations

The Consultant will be required to present the Vision Plan to Authority staff and others as determined in consultation with the Contract Manager which may include, but is not limited to, the Authority Board, station designers and stakeholders in station areas.



The Consultant will be required to prepare appropriate presentation materials for this purpose which may include, but is not limited to, visual elements for physical presentations and electronic elements which could be posted on the Authority's website.

It is anticipated the presentations will occur within 6-12 months of NTP. Actual deliverable due dates and scheduling will be agreed to by the Contract Manager.

2.2 Notice to Proceed

The Authority's Contract Manager will issue an NTP to the Consultant's Project Manager. No work shall begin before that time and the Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed from the Authority Contract Manager.

3 TERM

3.1 The term of this Agreement is two (2) years as identified in Section 2 of the Standard Agreement Cover Page (STD213). It is understood by the parties that the schedule for the Deliverables is one (1) year, therefore the actual term of the total agreement to perform all the services may be less than the Agreement term.

4 AMENDMENT

4.1 This Agreement may be modified by contract amendment with mutual consent of the parties as to scope, time, amount, and other provision to the extent allowable by law. The amendment shall be made in accordance with GTC 610, Section 2. Amendment.



EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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 Consultant or to furnish any other considerations under this Agreement and the Consultant shall not be obligated to perform any provision of this Agreement.
- 1.2. After execution of or commencement of the work under 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 Consultant to reflect the reduced amount.
- 1.3. 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

- 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 Consultant for actual hours worked. The Consultant agrees to compensate all subcontractors with the same payment structure. The Cost Proposal is attached as Attachment A-1 to this Agreement.
 - 2.1.1 Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Cost Proposal by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis.
 - 2.1.2 (2) The Contract Manager shall withhold 5 percent (5%) of the amounts due under section 2.1.1. The amounts withheld shall be retained until the execution and delivery of the final deliverables under this contract.
 - 2.1.3 (3) Unless the Cost Proposal prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Consultant having performed work on an overtime basis. If no overtime rates are provided in the Cost Proposal and overtime work is approved in advance by the Contract Manager, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Cost Proposal provides rates for overtime the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contract Manager.



- 2.1.4 Materials, other direct costs, and subcontracts. (1) The allowability of direct materials and other direct costs shall be determined by the Contract Manager. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.
- 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 STD213. 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 Invoice. 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:

Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 600 MS3
Sacramento, CA 95814
accounting@hsr.ca.gov
(one original and one copy)

AND

The Consultant shall also submit (electronically) one additional copy of the invoice and supporting documentation to the Authority 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 Consultant’s hourly rates by individual, as listed on the Cost Proposal. Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
- 3.2.3 Other direct costs, including travel, miscellaneous and materials. Include receipts for travel, including departure and return times.
- 3.2.4 An indication if the Consultant 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.



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- 3.2.5 Backup documentation for audit purposes, and the Consultant shall retain backup documentation for audit purposes available to the Authority upon request. The Consultant shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subconsultant services and expenses invoiced for payment under this Agreement.
 - 3.2.6 Documentation to support the progress of the work performed during the billing period.
 - 3.2.7 A narrative that documents the process of the work during the billing period.
 - 3.2.8 Any other deliverables due during the billing period.
 - 3.2.9 Subcontractor awardees and vendors invoices.

4 TRAVEL AND PER DIEM RATES

- 4.1 The Consultant shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Consultant must pay for travel in excess of these rates. The Consultant may obtain current rates at the following website:
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- 4.2 All travel requires written authorization from the Authority's Contract Manager prior to travel departure. Travel expenses are computed from the Consultant's approved office location. Travel to the Consultant's approved office from other locations is not reimbursed under this Agreement unless specifically authorized.

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 Consultant. 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 Consultant for undisputed invoices. An undisputed invoice is an invoice submitted by the Consultant 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 Consultant will be notified via a Dispute Notification Form, or with other written notification within 15 business days of receipt of the invoice; the Consultant will be paid the undisputed portion of the invoice.

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (GTC-610)

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 STD213, 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 the Office of Procurement and Contracts below to receive a copy:

OPAC

(916) 324-1541

770 L Street, Suite 620 MS3

Sacramento, California 95814

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS**1 CONTRACT MANAGEMENT**

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

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 Consultant of his or her responsibilities and obligations under this Agreement. The Consultant 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 Consultant. The Consultant's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Consultant. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.
- 2.2 The Consultant 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 Contract Manager, except that which is expressly identified in the Budget Detail.
- 2.3 Unless specifically noted otherwise, any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.
- 2.4 The Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the State.
- 2.5 Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.
- 2.6 All applicable Consultants shall submit monthly progress reports on small businesses (SB), including microbusinesses (MB), DBE and DVBE utilization to the Authority. The Authority and Consultant 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 Agreement.



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- 2.7 All Consultants 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 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 § 999.5(d)).
- 2.8 The monthly SB Invoice Report Summary and Verification is designed to capture and verify the following information.
- 2.8.1 Name of each small business participating under the respective contract.
- 2.8.2 Type of work assignment designated to each small business.
- 2.8.3 The eligible dollars committed to each small business.
- 2.8.4 The eligible dollars invoiced to each small business during the reporting period.
- 2.8.5 The dollars invoiced to date for each small business.
- 2.8.6 The dollars invoiced to the small business as a result of a change order or cost modification.
- 2.8.7 The dollars invoiced to date as a percentage of the total commitment to each small business.
- 2.8.8 The tier hierarchy of each Subcontractor.
- 2.8.9 An authorized Consultant'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 Consultant in order to carry out this Agreement, shall be protected by the Consultant 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 Consultant to further disclose such information or disseminate the same on any other occasion.
- 3.3 The Consultant 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, Consultant'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 Consultant 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 Consultant 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 Consultant directly or indirectly through any means of communication by the Authority or any of its consultants, affiliates, or representatives of the Consultant.

5 CONFLICT OF INTEREST

- 5.1 The Consultant 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 Consultant 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 that performs the same nature and scope of work as the Consultant.

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 Program Manager, who may consider any written or verbal evidence submitted by the Consultant. The decision of the Chief Program Manager, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Consultant.



6.3 In the event of a dispute, the language contained in this Agreement shall prevail over any other language including that of the Statement of Qualifications.

6.4 Neither the pendency of a dispute nor its consideration by the Authority's Chief Program Manager will excuse the Consultant 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 Consultant.

7.2 Termination for Convenience: The Authority reserves the right to terminate this Agreement upon 30 calendar days written notice to the Consultant if terminated for convenience of the Authority.

7.3 Termination Issues for Subcontractors, Suppliers, and Service Providers: The Consultant 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 Consultant 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 Consultant Claims Against this Agreement Under Early Termination: The Consultant 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 Consultant 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 Consultant 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 Contract Manager may, at any time, by written notice to the Consultant, require the Consultant to stop all or any part of the work tasks in this Agreement.
- 10.2 Upon receipt of such stop work order, the Consultant shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- 10.3 The Consultant shall resume the stopped work only upon receipt of written instruction from the Authority's Chief Program Manager canceling the stop work order.
- 10.4 An equitable adjustment shall be made by the Authority based upon a written request by the Consultant for an equitable adjustment. Such adjustment request must be made by the Consultant within 30 days from the date of receipt of the stop work notice.

Addendum 1



EXHIBIT E: SUPPLEMENTAL TERMS AND CONDITIONS

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, and the Consultant's Statement of Qualifications (SOQ) dated [DATE] which is attached hereto as Attachment 1. 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:
- a. Terms of this Agreement, and any amendments.
 - b. Contractor's SOQ dated [DATE].
 - c. Request for Qualification dated [DATE], RFQ No. HSR15-93.

2 INDEMNIFICATION

- 2.1 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.
- 2.2 Consultant 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 Consultant. The Consultant 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 Consultant. The Consultant'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 Consultant with regard to such third parties. Parsons Brinkerhoff, Inc. is an intended third party beneficiary of this indemnity clause.
- 2.3 The Consultant shall not be responsible for or obligated to indemnify the Authority from its claims, demands, costs, or liability to the extent caused by the Authority's sole active negligence or sole negligence.

3 EVALUATION OF THE CONSULTANT

- 3.1 Performance of the Consultant under this Agreement will be evaluated. At the conclusion of the Agreement, 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.

4 STANDARD OF CARE

- 4.1 The Consultant, in performing its professional services under this Agreement, owes the Authority the following duties of care (The Consultant's "Standard of Care").
- 4.1.1 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;



- 4.1.2 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
- 4.1.3 The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

5 LEGAL NOTICE

- 5.1 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.
- 5.2 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	Authority: Thomas Fellenz, Chief Counsel
Title	California High-Speed Rail Authority
Company	770 L Street, Suite 620 MS1
Address	Sacramento, CA 95814
Telephone	Telephone: (916) 324-1541

- 5.3 The project representatives identified in Exhibit A, Section 1.5 shall be notified via email when a notice is sent.
- 5.4 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.

6 LICENSES AND PERMITS

- 6.1 The Consultant 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.
- 6.2 If the Consultant is located within the State of California, a business license from the city/county in which the Consultant is headquartered is necessary; however, if the Consultant is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If the Consultant'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.
- 6.3 In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, Consultant agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within 30 calendar days following the expiration date. In the event the Consultant 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.

7 INSURANCE

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

7.1 Worker's Compensation Insurance

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

7.2 General Liability Insurance

The Consultant 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 one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) 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.

7.3 Automobile Liability Insurance

The Consultant 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 Consultant 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 any 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.

7.4 Professional Liability (Errors & Omissions) Insurance

The Consultant shall maintain professional liability insurance that covers the Work to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement.

If the Consultant utilizes Subconsultants to perform any professional engineering services in accordance with this Agreement, the Consultant shall require each Subconsultant to evidence and maintain professional liability insurance in connection with this Agreement in the amount of \$1,000,000 per claim and \$1,000,000 in the aggregate. The Consultant shall include this provision in its Subconsultant agreements.

7.5 Other Provisions or Requirements

7.5.1 Proof of Insurance



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

7.5.2 Duration of Coverage

The Consultant 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 Consultant, his agents, representatives, employees or subconsultants. The Consultant agrees to maintain professional liability insurance for a period of no less than three years after completion of the work.

7.5.3 Authority's Right 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 Consultant or the Authority will withhold amounts sufficient to pay the premium from the Consultant's payments. In the alternative, the Authority may cancel this Agreement.

7.5.4 Acceptable Insurers

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

7.5.5 Waiver of Subrogation

Workers' compensation insurance policies must be endorsed to waive the insurer's right of subrogation. All other insurance coverage maintained or procured pursuant to this Agreement, except for professional liability, shall specifically allow the Consultant 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 Consultant hereby waives its own right of recovery against the Authority and Parsons Brinckerhoff, Inc., and shall require similar written express waivers and insurance clauses from each of its subconsultants.

7.5.6 Enforcement of Contract Provisions (non estoppel)



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

7.5.7 Requirements not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. All insurance coverage and limits provided by the Consultant 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.

7.5.8 Notice of Cancellation

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

7.5.9 Additional Insured Status

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

7.5.10 Authority's Right to Revise Specifications

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

7.5.11 Self-Insured Retentions

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

7.5.12 Timely Notice of Claims

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

7.5.13 Additional Insurance



The Consultant 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.

7.5.14 Subcontractors

To the extent that the Consultant engages the services of subcontractors, the Consultant agrees to require the same insurance as required of the Consultant, 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.

8 COMPUTER SOFTWARE

8.1 For contracts in which software usage is an essential element of performance under this Agreement, the Consultant 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 violation of copyright laws.

9 CONTINGENT FEE

9.1 The Consultant warrants by execution of this Agreement, 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 Consultant 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.

10 ACCESS TO SITES AND RECORDS

10.1 The Authority staff or its representatives shall have reasonable access to all sites and records related to this Agreement.

11 OWNERSHIP OF DATA

11.1 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.



FORMS AND CERTIFICATIONS

- Form A: Schedule of Subcontractor(s)/ Subconsultant(s)
- Form B: Organizational Conflicts of Interest Disclosure Statement
- Form C: Disabled Veteran Business Enterprise Declarations
- 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 & Corresponding % of Work	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> < \$500K
Street Address:				
City, State Zip:			Check all that apply Certification #	<input type="checkbox"/> \$500K-\$2 Mil
Phone:				
Fax:			<input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Tax ID:				
Contact Person:	Age of Firm:			
Email:				
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> < \$500K
Street Address:				
City, State Zip:			Check all that apply Certification #	<input type="checkbox"/> \$500K-\$2 Mil
Phone:				
Fax:			<input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Tax ID:				
Contact Person:	Age of Firm:			
Email:				
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> < \$500K
Street Address:				
City, State Zip:			Check all that apply Certification #	<input type="checkbox"/> \$500K-\$2 Mil
Phone:				
Fax:			<input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Tax ID:				
Contact Person:	Age of Firm:			
Email:				

(Add rows/pages as needed)

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

Signature of Team Representative _____ Printed Name _____ Title _____ Date _____	<p>Organization Name, Address, and Telephone</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
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CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

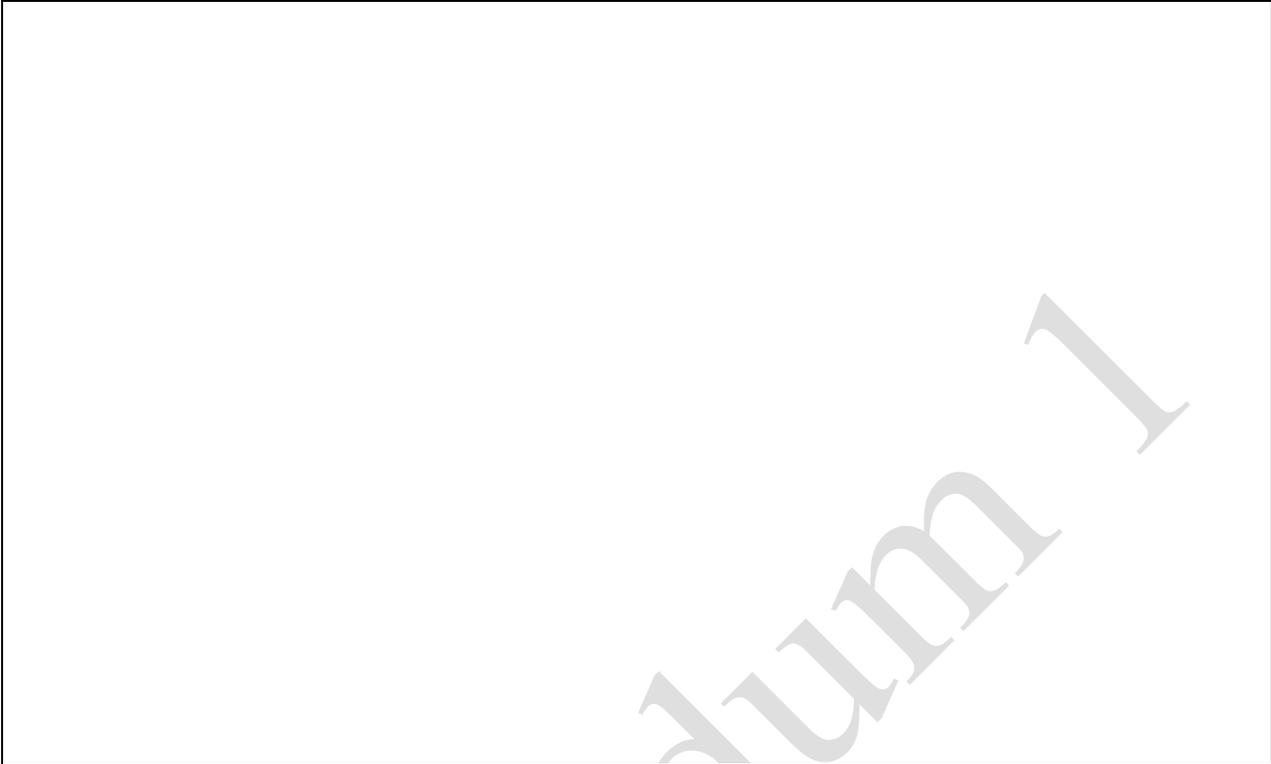
The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"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.





Addendum 1



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



Form C: STD 843 Disabled Veteran Business Enterprise Declarations

Please complete the [STD 843 Disabled Veteran Business Enterprise Declarations](#)

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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.



ACKNOWLEDGEMENT

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEAL

Notary Signature



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 [15-93] for HSR Station Vision Plan.

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, business
Initials activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we
Initials 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 activities or
Initials 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 2 C.F.R. Part 180, the Offeror 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 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).

Signature of Person Certifying

Printed Name

Title

Date

**Organization Name,
Address, and Telephone**



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 2 C.F.R. Part 180, 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.

Signature of Person Certifying

Printed Name

Title

Date

Organization Name,
Address, and Telephone



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

ACKNOWLEDGEMENT

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California

County of _____)

On _____ before me, _____ (insert name and title of the officer)

personally appeared _____, who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEAL

Notary Signature



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 Vision Plan.

Signature of Person Certifying

Printed Name

Title

Date

**Organization Name,
Address, and Telephone**

Addendum 1



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.

