



**CALIFORNIA**  
**High-Speed Rail Authority**

**Request for Qualifications for  
Environmental Services for the Fresno  
to Bakersfield Project Section**

**RFQ No.: HSR15-108**

**January 6, 2016**



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





## INTRODUCTION AND PURPOSE OF SOLICITATION

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### 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 21<sup>st</sup> century transportation needs.

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

Only if sufficient funds are made available to the Authority by the U.S. Government or the California State Legislature for the purpose of this program is a contract valid and enforceable. Prior to execution or commencement of any contract resulting from this RFQ, if sufficient funds are not made available for the current year and/or any subsequent years covered under a contract resulting from this RFQ, then that contract shall be of no further force and effect. In addition, a contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this contract in any manner.

After execution or commencement of this contract, if Congress or the State Legislature does not appropriate sufficient funds for the program, the Authority shall have the option to either: 1) cancel the contract with no further liability occurring to the Authority; or 2) amend the contract and reduce the scope of work to reflect any reduction in funds.

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

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012): [http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb\\_1001-1050/sb\\_1029\\_bill\\_20120718\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1029_bill_20120718_chaptered.pdf).
- California High-Speed Rail Program 2014 Business Plan (2014): [http://www.hsr.ca.gov/About/Business\\_Plans/2014\\_Business\\_Plan.html](http://www.hsr.ca.gov/About/Business_Plans/2014_Business_Plan.html)



- US DOT FRA Grant/Cooperative Agreement FR-HSR-009-10-01 (and subsequent amendments):

[http://www.hsr.ca.gov/docs/about/funding\\_finance/funding\\_agreements/FR-HSR-0009-10-01-05.pdf](http://www.hsr.ca.gov/docs/about/funding_finance/funding_agreements/FR-HSR-0009-10-01-05.pdf)

## 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 firms (Offeror) for Environmental Services for the Fresno to Bakersfield project section. The purpose of this RFQ is to award one contract to the successful Offeror (Consultant) to provide environmental services, including but not limited to, CEQA/NEPA documentation, environmental re-examination and/or reevaluation, permitting, and environmental compliance during construction, for the Fresno to Bakersfield project section.
- This procurement consists of evaluating SOQs in response to this RFQ with the intent to award a contract to a successful, responsive, qualified 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 five years.
- The estimated dollar value for the contract is not to exceed \$4,800,000.00.
- Any services to be provided by the successful Offeror shall only be performed pursuant to a task order and/or work plan that provides a detailed description of the services to be performed, the time for the Work to be performed, a not to exceed amount to be charged, and estimated costs.
- The services described herein are not exclusive, and the Authority reserves the right to enter into other agreements covering the same or similar services or to perform the same or similar services itself or through its agents.
- The Authority requires its professional consultants to provide services of the highest quality within a constrained schedule in order to meet program commitments. It is acknowledged by the Offeror that time is of the essence in the performance of each assigned task. The services and any defined deliverables shall be completed and delivered to the Authority or its agent in a prompt and timely manner so as to permit the effective review and deployment of the deliverable by the Authority during and throughout the performance of any contract resulting from this procurement.
- 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 A, Attachment B and Attachment C.



- Offerors will be required to commit to exercise good faith efforts to achieve the Authority's 30 percent utilization goal for Small Business and Disadvantaged Business Enterprises (see Form A and Cert. 2).
- The Consultant may be expected to work in close cooperation with the Authority's program management consultant, the Rail Delivery Partner (RDP).
- For each task order and/or work plan, the Consultant may be required to propose performance targets and measures suitable for measuring performance towards the Authority's performance objectives, which will be provided to the Consultant when the task orders and/or work plans are established.
- Negotiations shall be held with the top ranked Offeror.
- The RFQ will be available in electronic format only on the State's Contract Register at ([www.bidsync.com](http://www.bidsync.com)) and on the Authority's website at ([www.hsr.ca.gov](http://www.hsr.ca.gov)).
- All questions regarding this RFQ must be submitted in writing through ([www.bidsync.com](http://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 or any contract resulting from this RFQ, the following terms have the definitions indicated:

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

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

**Authority Contract Manager** – The representative from the Authority managing the contract resulting from this procurement.

**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. Lists of federal and State holidays can be found at <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/#url=Overview> and <http://www.calhr.ca.gov/employees/pages/state-holidays.aspx>.

**Consultant** – The successful Offeror, 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.

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

**Key Personnel** – Those individuals identified in the Offeror's SOQ to fill the positions specified in Section 6.4.2.2.

**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/Subconsultants.

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

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

**Project** – That portion of the California High-Speed Rail Project located in the Fresno to Bakersfield project section.

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

**Rail Delivery Partner** – The Authority's consultant authorized to assist in managing, overseeing and delivery 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 and California Department of General Services for certification as a Small Business. This definition is dependent on whether the firm wishes to participate in U.S. DOT-assisted contracts or in 100 percent, State funded contracts, which are defined as follows:



- a. For U.S. DOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. Part 26.65 (b). Certified SB firms participating in USDOT-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 U.S. DOT-assisted contract.
- b. For 100 percent State-funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed \$14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

**State** – The State of California

**Subcontractor/Subconsultant** – Defined as follows:

- a. Prior to award of a contract resulting from this procurement, 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 a contract resulting from this procurement, 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 pursuant to a specific work plan and budget, including task orders.

## 2.2 Acronyms

**ARRA** – American Recovery and Reinvestment Act of 2009

**AICP** – American Institute of Certified Planners

**CalSTA** – California State Transportation Agency

**Caltrans** – California Department of Transportation

**CEQA** – California Environmental Quality Act of 1970

**DBE** – Disadvantaged Business Enterprise

**DGS** – California Department of General Services



- DVBE** – Disabled Veteran Business Enterprise
- FOIA** – Freedom of Information Act
- FRA** – Federal Railroad Administration
- MB** - Microbusiness
- NEPA** – National Environmental Policy Act of 1969
- NTP** – Notice to Proceed
- RDP** – Rail Delivery Partner
- RFQ** – Request for Qualifications
- SB** – Small Business
- SOP** – Standard Operating Procedure
- SOQ** – Statement of Qualifications
- U.S. DOT** – United States Department of Transportation



## INSTRUCTIONS TO OFFERORS

### 3.0 Procurement Schedule and Process

**Table 1: Key RFQ Dates:**

Key Dates	Activity Description
January 6, 2016	RFQ issued.
January 21, 2016	Pre-bid conference held at State of California Building, Assembly Room 2550 Mariposa Mall Fresno, CA 93721 10:30 AM PDT – 12:30 PM PDT
January 28, 2016	Last day to submit written questions
February 4, 2016	Authority to Post Responses to Offeror Questions
February 12, 2016	SOQs due to Authority's Sacramento office by 3:00 PM Pacific Time
March 3, 2016	Authority notifies Offerors of Discussions
Week of March 7-11, 2016	Discussions with Offerors held in Sacramento.
March 14, 2016	Notice of Selection
March 2016	Negotiation with selected Offeror
May 2016	Notice to Proceed Issued

All dates subsequent to the SOQ due date may be modified at the discretion of the Authority without issuing a formal addendum to this RFQ.

### 3.1 Authority's Designated Point of Contact

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

Domonique Wilson  
**California High-Speed Rail Authority**  
 770 L Street, Suite 620 MS 3  
 Phone: (916) 669-6603  
 Fax: (916) 322-0827  
 Email: [Domonique.wilson@hsr.ca.gov](mailto:Domonique.wilson@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 above. 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 a contract resulting from this procurement shall belong exclusively to the State of California. All products used or developed in the execution of any contract resulting from this RFQ will be governed in accordance with the Ownership of Data Rights and Patent Rights section(s) in Attachment D.

### **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 a contract resulting from this procurement or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes but is not limited to 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 Subconsultants that are shared between two or more Offeror Teams. In such cases, those Subconsultants 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 Subconsultants 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 3.0)
- C. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ or the procurement described herein with any member of the Authority Board or with any Authority staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement or the Project.
- D. The Offerors shall not contact the entities listed below, including any employees, representatives, and members regarding this RFQ:
  1. Federal Railroad Administration (FRA)
  2. California State Transportation Agency (CalSTA)
  3. California Department of Transportation (Caltrans)
  4. California Department of General Services (DGS)



5. California High-Speed Rail Authority (except as provided in this RFQ)

- E. The foregoing restrictions 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.
- F. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
- G. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.

### 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\\_Final\\_9152011.pdf](http://www.hsr.ca.gov/docs/about/doing_business/Organizational_Conflict_Interest_Policy_Final_9152011.pdf)

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

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

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

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

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



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

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

### **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 Open Government Laws. None of the aforementioned materials will be returned to the submitting parties. Any materials that are delivered to FRA are subject to the Freedom of Information Act (FOIA) or other federal open records laws. Offerors should familiarize themselves with the Open Government Laws, including the Public Records Act and FOIA. In no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers or employees be liable to an Offeror or Offeror Team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ or other information provided in connection with this procurement.

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

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, FOIA, U.S. DOT FOIA regulations (49 CFR 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or FOIA, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or



"CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Public Records Act, FOIA and other applicable laws and their application to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

### **3.8 The California Environmental Quality Act**

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

## **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 an unprotected searchable .pdf format on a CD or DVD.

SOQs must be received no later than the date and time listed in Table 1, addressed as follows:

MAILED OR HAND-DELIVERED TO:

<p>If hand-delivered:</p> <p>Attention: Mr. Domonique Wilson California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p>	<p>If delivered by mail:</p> <p>Attention: Mr. Domonique Wilson California High-Speed Rail Authority 770 L Street, Suite 620 MS3 Sacramento, CA 95814</p>
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The following information must be placed on the lower left corner of the submittal shipping packages:

**RFQ No.:** \_\_\_\_\_ HSR15-108 \_\_\_\_\_

California High-Speed Rail Authority  
Environmental Services for the Fresno to Bakersfield Project Section 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 SOQ received may be withdrawn or modified before the SOQ submittal deadline by written request to the Authority.



## STATEMENT OF QUALIFICATIONS

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### 5.0 Background for the RFQ

#### 5.1 Summary from Scope of Work

For project-level design and environmental review, the Authority relies on consultant teams to prepare preliminary engineering and joint CEQA/NEPA environmental documents for the geographic sections that comprise Phase 1 of the System. Information on the project sections can be found on the Authority's website at:

[http://www.hsr.ca.gov/Programs/Statewide\\_Rail\\_Modernization/project\\_sections/index.html](http://www.hsr.ca.gov/Programs/Statewide_Rail_Modernization/project_sections/index.html)

The Authority and FRA prepared the Final Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the Fresno to Bakersfield section of the high-speed rail project. The Authority Board certified the Final EIR/EIS on May 7, 2014 and filed a Notice of Determination with the State Clearinghouse on May 8, 2014. FRA issued the Record of Decision on June 27, 2014. The Final EIR/EIS is located on the Authority's website at:

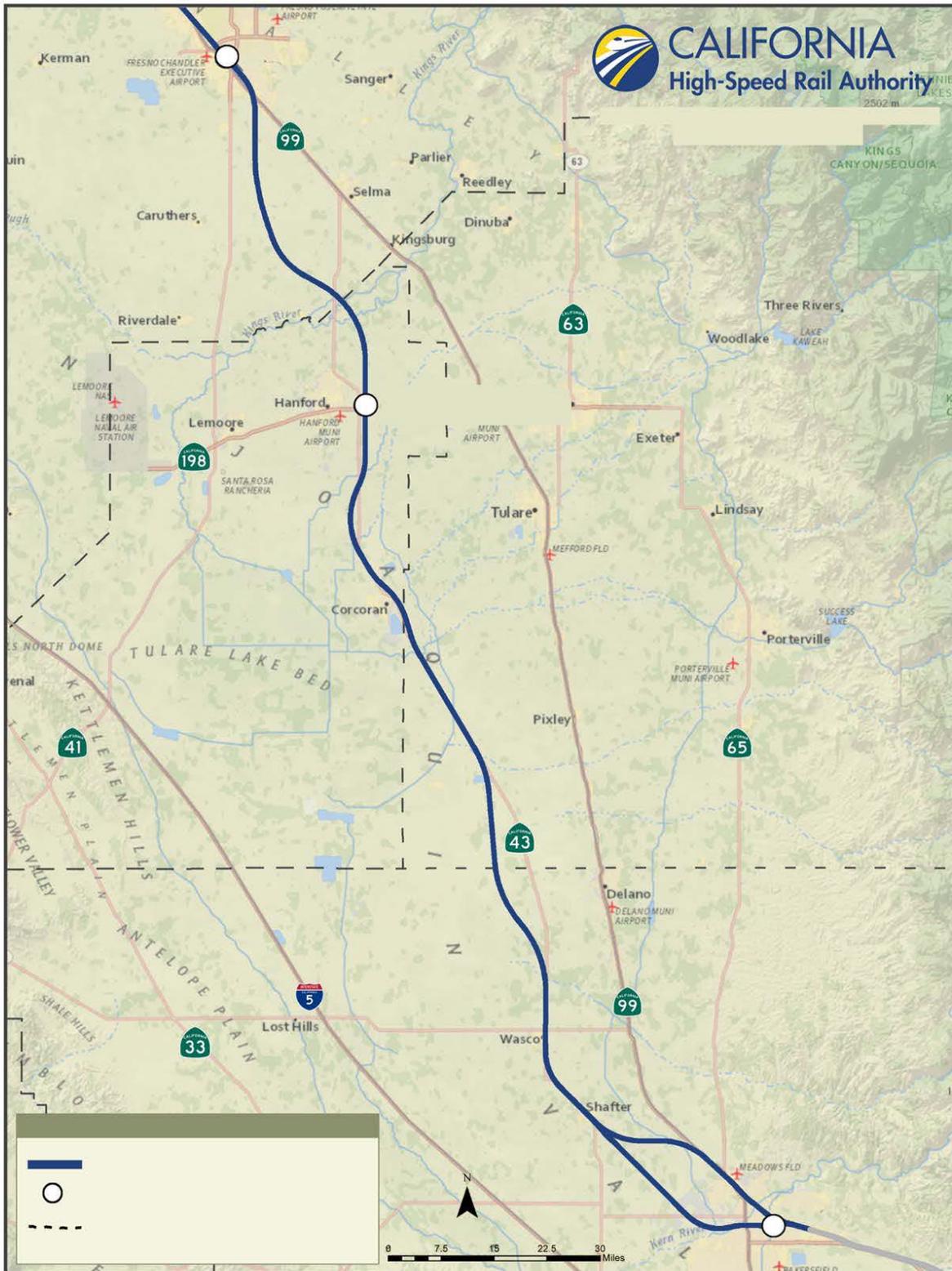
[http://www.hsr.ca.gov/Programs/Environmental\\_Planning/final\\_fresno\\_bakersfield.html](http://www.hsr.ca.gov/Programs/Environmental_Planning/final_fresno_bakersfield.html)

To continue facilitation of design and construction of the System, the Authority requires a Consultant team to perform additional environmental services in the Fresno to Bakersfield project section. The selected Consultant will be responsible for providing as-needed environmental and related professional services to augment the Authority, the RDP, and other staff resources to achieve environmental compliance for the California High-Speed Rail Program.

Exhibit A of Attachment D of this RFQ represents the full scope of services which the selected Consultant may be directed to perform pursuant to an authorized task order.



Figure 1: Fresno to Bakersfield Project Section Map



## 6.0 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.

### 6.1 General Requirements

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

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 shall be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of 10, Page 2 of 10, etc.). Pages should be numbered at the bottom of the page.
- The SOQ shall be no more than 30 pages in length, exclusive of the transmittal letter, resumes, and references as required by Section 6.4.1.1, and the Forms and Certifications.
- Brochures and miscellaneous materials not specifically requested will not be evaluated.
- Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
- Forms A-B and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The SOQ shall be divided into sections as described below:
  - A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
  - The index tab should have the appropriate section number typed thereon.
  - At a minimum, the items described in Section 6.0 shall be addressed.
  - Sections in the SOQ should be presented in the same order as they appear in this RFQ.

### 6.2 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 be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of award. Offerors shall attach copies of licenses to the Transmittal Letter.
2. The Offeror must identify the Offeror's Contract Manager assigned to manage any contract awarded pursuant to this RFQ.
3. The Offeror must provide resumes for the Key Personnel. Resumes shall be attached to the Transmittal Letter.
4. The Offeror must provide all necessary information and forms required showing proof of small business participation consistent with Section 6.4.4. All Subcontractors/Subconsultants shall be identified on Form A.
5. 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.
6. The Offeror must provide three references for the firm as required in Section 6.4.1.1(including all required information and/or documentation). References shall be attached to the Transmittal Letter.
7. The Offeror must provide the Transmittal Letter with all required Forms and Certifications.
8. 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 5 years.

### **6.2.1 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 Authority reserves the right to request clarifications of Minimum Qualifications. 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 6.2 of this RFQ, titled "Transmittal Letter."



2. The Offeror shall satisfy all of the requirements of Section 6.4.1.1 of this RFQ, titled "References."
3. For firms also submitting SOQs in response to the RFQ for Environmental Services for the Merced to Fresno Project Section, all Key Personnel with a greater than 50% time commitment shall only be listed on one SOQ. Offerors shall not commit any individual team member to more than 100% billing between the two SOQs submitted for each project section.
4. The Offeror's Project Manager must have a minimum of 10 years of experience, with at least two of those years in California, providing environmental planning and consulting services working on large scale transportation infrastructure projects (e.g., urban, commuter or intercity rail transit or highway projects).

### **6.3 Executive Summary**

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

### **6.4 Contents of the SOQ**

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

#### **6.4.1 Past Performance and Experience**

The Offeror's management and technical expertise must be sufficient to satisfy the Authority's fiduciary and public responsibilities. The Offeror should demonstrate extensive knowledge and proven track record of successfully providing environmental services as described in Exhibit A of Attachment D.

Offerors shall demonstrate their SOQs past experience in environmental planning and analysis and NEPA/CEQA clearance on projects of similar scope and complexity. Specific expertise sought by the Authority is described in Exhibit A of Attachment D.

Describe how the past projects identified provide the experience preferred in this RFQ. Provide examples of streamlining and complex problem solving methodologies utilized on past assignments to meet constrained schedule requirements.

Offerors shall describe how they have successfully delivered on past projects of similar scope and complexity, including providing examples of how contract schedule deadlines and budget were met.

If applicable, Offerors shall describe how the Offeror's past work product has successfully overcome environmental and legal challenges.



### 6.4.1.1 References

Provide names, addresses and telephone numbers for at least three clients for whom the Offeror (i.e. the prime consultant submitting an SOQ, the joint venture submitting an SOQ, or each individual prime member of the joint venture) has performed environmental services work on large scale transportation infrastructure projects (e.g., urban, commuter or intercity rail transit or highway projects). 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 submitted by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.
- If the 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.

References shall also be provided for any Subcontractor/Subconsultant that is anticipated to perform 10% or more of the Work.

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 and/or cost or schedule savings.

### 6.4.2 Organization and Key Personnel

The Authority wishes to contract with a team with experienced personnel in key roles to successfully oversee the required technical capabilities and with organizational and staffing capacity to successfully provide services described in Exhibit A of Attachment D. Describe the composition of the Offeror Team, and how activities are assigned. Discuss how mobilization will be accomplished.



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

#### **6.4.2.1 Organization Chart**

Submit an organization chart indicating specific personnel nominations for primary and technical support positions. Discuss how the organization and management plan evolves over the life of the project and integrates with Authority staff. The organization chart should identify all positions needed to accomplish the various types of potential assignments identified in Exhibit A of Attachment D. The organization chart should demonstrate that the Project Manager has sufficient authority within his/her organization to effectively lead and manage the project.

#### **6.4.2.2 Staffing Plan**

Offerors shall submit a staffing plan. The staffing plan shall be organized by the tasks listed in Exhibit A of Attachment D. The staffing plan shall provide the total number of hours needed to perform each task by position. The staffing plan will be updated as requested by the Authority to determine the staffing required for any anticipated task orders.

#### **6.4.2.3 Key Personnel and Roles**

The Authority seeks an Offeror team that includes personnel with knowledge of applicable standards, regulations, codes and technology. There shall be no change in the Key Personnel without prior written approval by the Authority. The SOQ must include information regarding California professional licenses held by the Offeror's Key Personnel.

Provide resumes for Key Personnel positions identified in the organization and management plan, including Subcontractors' Key Personnel. Resumes shall be limited to two 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, educational background and/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. Subconsultants'/Subcontractors' Key Personnel shall be identified in the same manner.

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

- a. Project Manager – This individual will be responsible for the day-to-day activities of the Offeror team and liaison with the Authority. The individual must have at least 10 years of experience managing environmental projects, including two years in California. Oversight of cultural resources compliance and regulatory permitting experience is preferred. The Project Manager and Environmental Manager positions may be filled by the same individual.



- b. Environmental Manager – This individual will be responsible for the overall CEQA/NEPA process compliance, including the preparation of environmental re-examinations, in delivering transportation infrastructure. A general understanding to manage the following technical elements related to environmental clearance processes is required. These elements may include: Section 106 of the National Historic Preservation Act, Section 4(f) of the US Department of Transportation Act, Section 6(f) of the Land and Water Conservation Act, Sections 401 and 404 of the Federal Clean Water Act, Section 7 of the Federal Endangered Species Act, Section 14 of the Rivers and Harbors Act, Section 2081 of the California Endangered Species Act, Porter-Cologne Water Quality Control Act, Section 1602 of the California Fish and Game Code, State and Federal Environmental Justice, and all other applicable analyses and mitigation design documentation, agency and tribal consultation and agreements, environmental impact reporting and decision documentation, and regulatory permits. At least 12 years of recent experience working on all aspects of CEQA, NEPA, biological resources, habitat and natural resources, cultural resources, and community resources documentation in major transportation infrastructure is preferred.
- c. Quality Manager – This individual will be responsible for developing, implementing and managing the Offeror's quality control systems designed to meet the Authority's environmental documentation and technical standards for work produced under this agreement. The individual must possess at least 10 years of recent experience implementing quality assurance and quality control standards for project-level environmental studies, permits and other documentation.
- d. Permitting Manager – This individual will have extensive experience in permit acquisition and regulatory strategy development and implementation associated with some or all of the following: Section 404 and 404(b)(1) of the Clean Water Act (CWA) and Section 14 of the Rivers and Harbors Act, 33 U.S.C. Section 408 (Section 408) from the Army Corps of Engineers, Section 7 of the Endangered Species Act for the U.S. Fish and Wildlife Service and U.S. National Oceanic and Atmospheric Administration/National Marine Fisheries Service (NOAA/NMFS), Section 401/402 of the CWA from the State Water Resources Control Board, Section 1602 and Section 2081 of the Fish and Game Code for the California Department of Fish and Game. Experience with authorizations to occupy and/or use National Forest System lands and related waters from the U.S. Forest Service (USFS) are desired. Specialized expertise in working the Army Corps of Engineers in executing its obligations under the CWA is preferred.

The SOQ should highlight the experience of the Key Personnel with the services and expertise identified in Section 6.4.1.

#### **6.4.2.4 Other Expertise**

Offeror acknowledges that the Work may require a variety of environmental tasks where the following specialized expertise would be required. Resumes and identification of specific individuals for such specialized Work is not required as part of the SOQ. As task orders are



issued by the Authority the selected Consultant will be required to submit resumes for such individuals, which will be subject to approval by the Authority. Anticipated minimum requirements for each specialty include the following:

- Air Quality Scientist – Bachelor of Science or Bachelor of Arts degree in civil engineering, environmental sciences or related field.
- Demographer/Environmental Justice Expert – Bachelor of Science or Bachelor of Arts Degree in sociology, urban and regional planning, geography, environmental sciences or related field.
- Noise/Acoustical Specialist – Bachelor of Science Degree in civil or mechanical engineering, environmental sciences or related field.
- Biologist – Bachelor of Science or Bachelor of Arts Degree in biology, botany, ecology, environmental sciences, wildlife or related field.
- Cultural Resources Architectural Historian – Bachelor of Arts Degree in architectural history or closely related field.
- Cultural Resources Archaeologist – Bachelor of Arts Degree in archaeology or closely related field.
- Transportation Planner – Bachelor of Science or Bachelor of Arts Degree in urban and regional planning, environmental planning, geography or a closely related field.
- Traffic Engineer – Bachelor of Science Degree in civil engineering, traffic engineering or a closely related field.
- Water Resources/Wetlands Specialist – Bachelor of Science or Bachelor of Arts degree in biology, botany, ecology, environmental studies, fisheries, soil science, wildlife, or related field.
- GIS Specialist – Bachelor of Arts degree in geography, planning, environmental or social science or a closely related field.

Firms providing the qualifications for biological monitoring services shall provide evidence that the individuals hold the appropriate scientific collecting permit. Furthermore, firms providing qualifications for conducting protocol surveys for federal- and state-listed threatened or endangered species and services for relocating federal- and state-listed species shall provide the respective U.S. Fish and Wildlife, National Marine Fisheries Service, or California Department of Fish and Wildlife permit or authorization for the proposed services.

Also, firms providing the qualifications for architectural and archaeological services shall provide evidence that the individuals involved with the identification, evaluation, analysis, recording, treatment, monitoring, or disposition for historic properties, or that involve reporting or



documentation of such actions in the form of reports, forms, or other records, shall be carried out by or under the direct supervision of a person or persons who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-44739) (Appendix A to 36 C.F.R. Part 61) in the appropriate discipline.

### **6.4.3 Understanding of Project Elements and Requirements**

The Authority wishes to contract with an Offeror team with a strong understanding of the design-build project delivery method and managing CEQA, NEPA, regulatory permitting processes and environmental compliance during construction.

Information provided in this section will be used to evaluate the Offeror's in-depth, working knowledge of environmental documentation and analysis. Specifically this covers expertise in CEQA, NEPA, and regulatory permitting processes and how design work is integrated into the process. This expertise should be demonstrated by successful completion of environmental documents on large and complex projects. Discuss in general the expected work elements based on the tasks described in Exhibit A of Attachment D. Describe generally the accomplishments that can be achieved and how your team's past experience relates to your ability to achieve these accomplishments. Knowledge and experience working with design-build project delivery methods is required.

The Consultant will be required to develop a work program to prepare environmental studies and analyses that will be used to satisfy both the State and federal requirements. Provide a narrative that details how the tasks identified in Exhibit A of Attachment D will be accomplished. Identify any anticipated issues associated with delivery of the documents and resource issues and approaches to addressing any issues. Describe the process for completing each task and propose potential strategies to encourage early/successful delivery of work. Innovative approaches and internal measures for timely completion of the Work will be evaluated favorably. Offerors may propose potential strategies and/or incentives to encourage early/successful delivery of work.

Offerors should include a discussion of the quality control methods used to ensure that documents are accurate and of high quality. Offerors should note that the Authority will not pay for substandard work, and that delays attributable to substandard work will be deemed the failure to meet Performance Targets and objectives. All Work and associated deliverables shall comply with the Authority's Environmental Methodology Guidelines located on the Authority's website at:

[http://www.hsr.ca.gov/Programs/Environmental\\_Planning/project\\_level.html](http://www.hsr.ca.gov/Programs/Environmental_Planning/project_level.html)

All environmental re-examination and reevaluation Work shall comply with the Authority's adopted guidelines located on the Authority's website at:

[http://www.hsr.ca.gov/docs/programs/construction/CP4\\_RFP\\_14\\_32/reference/addendum2\\_P1\\_432\\_02\\_RM\\_E\\_02\\_Environmental\\_Compliance\\_Program\\_Manual.pdf](http://www.hsr.ca.gov/docs/programs/construction/CP4_RFP_14_32/reference/addendum2_P1_432_02_RM_E_02_Environmental_Compliance_Program_Manual.pdf)



#### **6.4.4 Small Business Participation**

The Authority's SB/DBE Program establishes a 30 percent Small Business Enterprise (SBE) utilization goal, which is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) goal and a three percent Disabled Veteran Business Enterprise (DVBE) goal for the contract resulting from this RFQ. The Authority's Small and Disadvantaged Business Enterprise Program, August 2012 (SB/DBE Program) is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

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

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

[http://www.hsr.ca.gov/Programs/Small\\_Business/policy.html](http://www.hsr.ca.gov/Programs/Small_Business/policy.html)

### **7.0 Evaluation and Negotiation**

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

#### **7.1 Statement of Qualifications Review**

The Authority shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 6.0 and Attachment A. Failure to meet the requirements of this RFQ will result in the rejection of the SOQ.

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



## 7.2 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 6.0 and in Attachment A.

## 7.3 Discussions

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 rated Offerors for each project section. Discussions will be separately evaluated based on criteria described in Attachment C.

After all scoring is complete and the Notice of Selection is released, a rate sheet from the selected Offeror will be requested. The selected Offeror will provide, within five days, the rate sheet, in a format to be identified by the Authority, for the selected Offeror and all Subcontractors/Subconsultants. In addition, the selected Offeror must submit the following information for each firm:

- A payroll register for each proposed employee. If a classification is proposed, payroll registers must be submitted to support the high and the low range of the classification.
- Current overhead supporting documentation, to include:
  - A cognizant rate approval letter, if available, or
  - Audited Schedule of Indirect Costs, if available, or
  - Internally prepared Schedule of Indirect Costs. Supporting documentation will be requested by the Authority directly from the firm.
- Other direct cost rate supporting documentation, e.g. internal photocopy rates, company owned vehicle rate breakdown, etc.

## 7.4 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:

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

## 7.5 Contract Negotiation Process

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



## **7.6 Unsuccessful Offerors**

After the Notice of Selection is posted, each Offeror may request a debriefing with the Authority Contracts Office. The meeting shall be requested within five 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 after the contract has been fully negotiated.

## **8.0 Protest Procedures**

### **8.1 Applicability**

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

- A. Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed Authority's authority;
- B. A determination as to whether a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all minimum qualifications; and
- C. Invitations to discussions; and
- D. Final selection.

### **8.2 Required Early Communication for Certain Protests**

Protests concerning the issues described in Section 8.1(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 8.2. 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.

### **8.3 Deadlines for Protests**

Protests concerning the issues described in Section 8.1(A) must be filed as soon as the basis for the protest is known, but no later than 10 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 8.1(A) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Section 8.1(A).

Protests concerning the issues described in Section 8.1(B) must be filed no later than five business days after receipt of the notification of non-responsiveness.



Protests concerning the issues described in Section 8.1(C) must be filed no later than five business days after the earliest of the notification of the invitations to discussions and the public announcement of thereof.

Protests concerning the issues described in Section 8.1(D) must be filed no later than five business days after the Notice of Selection is posted.

#### **8.4 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.

#### **8.5 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:

Kevin Thompson  
California High-Speed Rail Authority  
770 L Street, Suite 800  
Sacramento, CA 95814

#### **8.6 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.

#### **8.7 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.

#### **8.8 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.



**Attachment A: Minimum Qualifications Checklist**

	Minimum Qualification	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"> <li>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.</li> </ul>		
3.	Did the Offeror include one electronic version of their SOQ in an unprotected searchable .pdf format on a CD or DVD?		
4.	Did the Offeror satisfy the requirements of Section 6.2 of this RFQ titled "Transmittal Letter?"		
5.	Did the Offeror satisfy all of the requirements of Section 6.4.1.1 of this RFQ, titled "References?"		
6.	If Offeror has submitted an SOQ in response to the RFQ for Environmental Services for the Merced to Fresno Project Section, are all Key Personnel with a greater than 50% time commitment only listed on one SOQ?		
7.	If Offeror has submitted an SOQ in response to the RFQ for Environmental Services for the Merced to Fresno Project Section, are any individual team members committed to more than 100% billing between the two SOQs?		
8.	Does the Offeror's Project Manager have a minimum of 10 years of experience, with at least two of those years in California, providing environmental planning and consulting services working on large scale transportation infrastructure projects (e.g., urban, commuter or intercity rail transit or highway projects).		
9.	Is the SOQ typewritten and signed manually?		
10.	Are the documents prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided?		
11.	Are pages numbered to show page numbers and total number of pages in the response at the bottom of the page?		
12.	Is the SOQ no more than 30 pages in length, exclusive of the transmittal letter, resumes and references, and the		



	Forms and Certifications.		
13.	Form A: Schedule of Subcontractor(s)/ Subconsultant(s) (Offeror Only)		
14.	Form B: Organizational Conflicts of Interest Disclosure Statement (Offeror and Subcontractor(s)/ Subconsultant(s))		
15.	Cert 1: Certification Regarding Miscellaneous State Requirements (Offeror Only)		
16.	Cert 2: Offeror's Overall Project Small Business Goal Commitment Affidavit (Offeror Only)		
17.	Cert 3: Iran Contracting Certification (Offeror Only)		
18.	Cert 4: Darfur Contracting Act Certification (Offeror Only)		
19.	Cert 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Offeror and Subcontractor(s)/ Subconsultant(s) >\$25,000)		
20.	Cert 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Subcontractor(s)/ Subconsultant(s))		
21.	Cert 7: Non-collusion Affidavit (Offeror)		
22.	Cert 8: Equal Employment Opportunity Certification (Offeror, Joint Venture Members and Subcontractor(s)/ Subconsultant(s))		
23.	Cert 9: Non-discrimination Certification (Offeror and Subcontractor(s)/ Subconsultant(s))		
24.	Cert 10: Certification Regarding Lobbying (Offeror Only)		



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

<b>NOTE: These criteria are 60% of the total score</b>		<b>Maximum Score</b>	<b>Actual Score</b>
1.	<b>PAST PERFORMANCE AND EXPERIENCE</b> <ul style="list-style-type: none"> <li>Has the Offeror successfully delivered on past projects of similar scope and complexity?</li> </ul>	30	
2.	<b>ORGANIZATION AND KEY PERSONNEL</b> <ul style="list-style-type: none"> <li>Does the proposed project organization present a clear and logical framework?</li> <li>Is the management approach complementary and responsive to the RFQ requirements? Does the staffing plan convey the proper level of response for the work at hand?</li> <li>Does it demonstrate a high level of commitment and resource availability?</li> <li>Does it address the full expanse of potential tasks in the scope?</li> </ul> <b>KEY PERSONNEL AND ROLES</b> <ul style="list-style-type: none"> <li>Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned?</li> <li>Is their past experience applicable and indicative of success on this project?</li> <li>Does the project manager have sufficient authority within his/her organization to effectively lead and manage the project?</li> </ul>	30	
3.	<b>UNDERSTANDING OF PROJECT REQUIREMENTS</b> <ul style="list-style-type: none"> <li>Has the Offeror demonstrated a thorough knowledge of the project?</li> <li>Is there sufficient evidence of analysis to lend credibility to the commitments made?</li> <li>Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the Environmental Services for a project of this complexity and magnitude with autonomy?</li> </ul>	30	
4.	<b>SMALL BUSINESS PARTICIPATION</b> <ul style="list-style-type: none"> <li>Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives?</li> </ul>	10	
5.	SOQ Transmittal Letter signed by an authorized Officer (Pass/Fail – must include but no points scored)	N/A	
<b>Total SOQ Score</b>		<b>100</b>	
<b>Total Weighed Score with 60% Weighting Factor (SOQ Score x 0.6)</b>		<b>60</b>	





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

<b>NOTE: These criteria are 40% of the total score</b>		<b>Maximum Score</b>	<b>Actual Score</b>
1.	<b>PRESENTATION</b> <ul style="list-style-type: none"> <li>Quality and appropriateness of the presentation</li> <li>Logic of the chosen speakers relative to project challenges</li> <li>Project manager control over the team</li> </ul>	25	
2.	<b>PROJECT MANAGER PARTICIPATION</b> <ul style="list-style-type: none"> <li>Quality of presentation and responsiveness to questions</li> <li>Understanding of Environmental Services challenges and requirements</li> <li>Perceived level of involvement with SOQ structure, content and presentation plan</li> </ul>	30	
3.	<b>KEY STAFF PARTICIPATION</b> <ul style="list-style-type: none"> <li>Quality of presentations and responsiveness to questions</li> <li>Understanding of assignment challenges and requirements</li> <li>Perceived level of involvement with SOQs preparation</li> </ul>	30	
4.	<b>UNDERSTANDING OF PROJECT</b> <ul style="list-style-type: none"> <li>Does Offeror convey an understanding of the critical project success factors?</li> <li>Is the Offeror able to provide evidence of successful small business utilization for this project</li> <li>Is the Offeror able to provide evidence of prior project experience with challenges of this magnitude and complexity?</li> <li>Is the Offeror candid about any project failings that have been instructive for addressing the particular needs of this project?</li> </ul>	15	
<b>Total:</b>		<b>100</b>	
<b>Total Weighted Discussion Score with 40% Weighing Factor (Discussion Score x 0.4)</b>		<b>40</b>	

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

Total Score Example

If an Offeror scores 75 on their Statement of Qualifications and 80 on their Discussion, then the total score would be:  $(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$





**Attachment D: Sample Contract****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 (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.
- 1.2. The Authority may enter into agreements with private and public entities for design, construction and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code Section 185036.
- 1.3. This Agreement (Agreement) is between the Authority, an agency of the State of California, and \_\_\_\_\_, a \_\_\_\_\_.
- 1.4. To facilitate construction of the California High-Speed Rail Project (Project), the Authority requires Consultant 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 project representatives identified below:

<b>AUTHORITY</b>	<b>CONSULTANT</b>
Contract Manager: Scott Rothenberg	Contract Manager:
Address: 770 L Street, Suite 620 M/S 2 Sacramento, CA 95814	Address:
Phone: 916-403-6936	Phone:
Fax:	Fax:
e-mail: scott.rothenberg@hsr.ca.gov	e-mail:

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

**2 SCOPE OF WORK**

Consultant will be performing Project-Specific Environmental Work under this Agreement as generally described in RFQ No. HSR15-108, which is made part hereof, and as made more specific by task orders as described in Section 2.4. Under this Agreement, Consultant is responsible for providing as-needed environmental, engineering necessary to support the environmental work, and related professional services to augment Authority, Rail Delivery



Partner (RDP) and other staff resources to provide environmental clearance, permitting and compliance on the Project.

Consultant shall be responsible for providing its services in the Central Valley Region, specifically the Fresno to Bakersfield project section. Meetings with Authority shall take place at Authority's Sacramento headquarters, Fresno office and other offices in the Central Valley. Work to be performed under this Agreement is to provide environmental planning, permitting, mitigation planning, compliance, engineering support to the environmental work, and related technical services as directed by Authority.

The geographic area related to the Scope of Work may be amended, as the need arises, upon mutual consent of the parties.

The types of professional services that may be required under this Agreement are described below.

## **2.1 Environmental Impact Analysis, Documentation and CEQA/NEPA Compliance**

Environmental impact analyses services may include preparation and/or peer review of CEQA and NEPA documents. Required documents may include environmental impact reports; mitigated/negative declarations; environmental impact statements; environmental assessments; categorical exclusions; preliminary environmental assessment reports; preliminary environmental studies/scoping; constraints analysis; other environmental impact assessment-related services. Preparation of environmental re-examinations and reevaluations to augment existing environmental documents may also be necessary as well as permit amendments, mitigation monitoring and compliance work, and reporting.

## **2.2 Specialized Environmental Services**

Specialized environmental services may include environmental justice (EJ); socio-economic studies; land use studies; economic impact assessments; acoustical and vibration analysis; transportation planning and traffic engineering; air quality analyses and climate change studies; biological resources and wetlands studies; public utilities and energy studies; hydrology and water resources investigations; geology, soils, and seismicity studies; hazardous materials and waste research; safety and security analyses; agricultural and forest lands studies; aesthetics and visual resources analyses; community impact and other demographic assessment; cultural resources investigations; electromagnetic fields (EMF) and electromagnetic interference (EMI); cumulative impact assessments; compensatory mitigation; environmental compliance and mitigation monitoring; regulatory permitting and approvals; geographic information systems (GIS) and information management system services; Section 4(f) of the USDOT Act of 1966, and Section 6(f) of the Land and Water Conservation Fund Act of 1965 evaluations and related environmental services. Following are brief descriptions of the specialized environmental services:

- EJ services may include economic, statistics, and demographic expertise, including use of current EJ tools to prepare and/or provide peer review for environmental justice technical reports in support of State, Federal Railroad Administration (FRA) and other federal decision making.



- Acoustical and noise analyses services may include preparation and/or peer review of CEQA/NEPA noise and vibration impact analyses; ambient and construction noise and vibration modeling; stationary source noise and vibration modeling; and other noise impact related services.
- Agricultural farmland and forest land services include analysis of important farmlands including identification of land under Land Conservation Act (LCA) contracts and agricultural preserves. Services include obtaining LCA contracts and preparing necessary documentation to state and other agencies.
- Air quality and greenhouse gas analyses services may include preparation and/or peer review of CEQA/NEPA air quality analyses; air quality emissions calculations (EMFAC); air quality dispersion modeling; air quality technical reports; CEQA/NEPA greenhouse gas (GHG) analyses; GHG emissions calculations; GHG technical reports; health risk assessments and other air quality impact related services, including GHG and carbon footprint evaluation, sea level rise vulnerability and preparedness, development of adaptive plans and strategies, including feasibility analysis and funding strategies.
- Biological resources studies, analyses and technical reports/memoranda services may include preparation and/or peer review of CEQA/NEPA biological (botanical and wildlife) resource analyses; biological opinions, assistance with Least Environmentally Damaging Practicable Alternative (LEDPA) determinations, field surveys; habitat assessments; wildlife migration and movement corridor analyses; wetland/jurisdictional delineations; California Rapid-Assessment Method assessment; compensatory mitigation, mitigation management and restoration plans; listed-species, protected-habitat and federal- and State-agency strategy technical reports, white papers, and memoranda; and other biological resource related services.

Expertise is sought for the following species: California condors; bald and golden eagles; Red-legged frogs; California tiger salamanders; San Joaquin kit fox; desert tortoise; Fresno kangaroo rat; Mohave ground squirrel; arroyo toad; least Bell's vireo; southwest flycatcher; other species under consideration for listing; and rare and protected plants. Expertise is also sought for approaches to wildlife and transportation-project interactions.

- Community impact assessment services may include economic, statistics, and demographic analyses to prepare and/or provide peer review of community impact assessments in support of CEQA/NEPA socioeconomics sections, and other socioeconomic-related services. These services may also include evaluation of parks, recreational areas and open space areas.
- Cultural resource services may include preparation and/or peer review of CEQA/NEPA/ Section 106 cultural resource inventory; evaluation, determination of effects, and mitigation of archaeological and built environment resources and, Traditional Cultural Properties, interpretive or educational materials, preparation of Historic American Building Surveys, Historic American Engineering Records, Historic American Landscape Surveys (HABS, HAER, HALS), mitigation monitoring; supporting Authority and RDP



with Native American and interested parties consultation; and other cultural resource related services.

- Compensatory mitigation planning and delivery services may include but not be limited to assisting with the development of large-scale mitigation planning and/or section-specific compensatory mitigation plans which may involve consulting with the US Army Corps of Engineers during the Standard Operating Procedures (SOP) process; reviewing restoration; creation and management plans; conducting site investigations; development of performance criteria; and developing procurement documents.
- EMF and EMI services may include examination of the potential impacts to land uses regarding EMI generation from operations of the Project and alternatives to EMF/EMI.
- Environmental compliance and mitigation monitoring and delivery services may include but not be limited to reviewing mitigation measures for implementation feasibility; developing large-scale and/or section specific compliance program(s) for construction, operations and maintenance; conducting compliance program audits; compliance monitoring, reporting and tracking; reviewing design-build contractor submittals; and developing conflict-resolution strategies.
- Regulatory permitting and approval services may include agency coordination and the preparation of permit and/or permit amendment application materials. Expertise is sought for the following regulatory programs: Federal Clean Water Act Sections 404 and 401 approvals; Federal Endangered Species Act Section 7 Consultations; California Endangered Species Act Section 2081 Incidental Take Permits; California Fish and Game Code Section 1600 Streambed Alteration Agreements; Federal Clean Water Act Sections Section 402 National Pollution Discharge Elimination System (NPDES) and California Waste Discharge Requirement programs.

Expertise is also sought for approaches to obtaining programmatic permits and approvals; Federal Clean Water Act Section 404(b)(1) Analysis; Federal Clean Water Act Sections 408 Determinations; Standard Operation Procedures (SOP); and U.S. Forest Service and Bureau of Land Management process compliance.

- GIS and information management systems services may include support for environmental applications including document control, development, analysis and maintenance of spatial data including data acquisition from field and remote methods; creation and implementation of spatial databases, including integration with existing databases and systems; development of web-based mapping tools and creation of maps and other figures. All GIS deliverables shall be produced consistent with the Authority's adopted GIS standards located on the Authority's website at:  
[http://www.hsr.ca.gov/docs/programs/construction/CP4\\_RFP\\_14\\_32/reference/addendum2\\_P1432\\_02\\_RM\\_E\\_02\\_Environmental\\_Compliance\\_Program\\_Manual.pdf](http://www.hsr.ca.gov/docs/programs/construction/CP4_RFP_14_32/reference/addendum2_P1432_02_RM_E_02_Environmental_Compliance_Program_Manual.pdf)
- Analysis of public utilities and energy may be required to support environmental analysis. This may include review of public utilities within the Project area including but



not limited to, stormwater, sewer, water, power (electrical, wind or other), gas, transmission, cable and fiber optics. Evaluation of energy conservation may also be requested.

- Safety and security related services may include working with RDP to address issues regarding the safety and security of proposed changes, modifications or additions to environmental documentation.
- Socio-economic services may include demographic and economic expertise to prepare and/or provide peer review for demographic, regional growth, and economic impact technical reports.
- Services related to securing access to publicly and privately owned properties, sufficient to conduct and complete all investigations required for environmental and community impact analysis and project-level environmental documents, may be required.
- Visual and graphical support services may include developing visual simulations of Project features in the local geographical situations and supporting Authority with meeting materials for community and stakeholder coordination for obtaining local input on design features.
- Specific project experience and expertise may be needed to prepare and/or provide peer review analyses of Section 4(f) and Section 6(f) use determinations in support of FRA decision making.
- Transportation and traffic engineering analysis services may include preparation of corridor level or site specific alternative analyses, station area planning, transportation and environmental screening studies, other types of planning-related reviews and traffic engineering studies. Familiarity with statutory and regulatory requirements associated with regional and local transportation, environmental and land use planning is highly desirable.
- Hydrology and water resources analyses services may include preparation and/or peer review of CEQA/NEPA hydrologic and watershed analyses related to urban runoff and stormwater quality; NPDES compliance; identification and review of best management practices; operational (post-construction) stormwater requirements; water quality modeling; and other hydrology/water quality assessment services.

### **2.3 Engineering and Design Services to Support Environmental Work**

Engineering and design work under this Agreement would be limited to work necessary to support the environmental work. A sufficient level of design is required to prove feasibility of concept and justification of footprint during the environmental process. The engineering and design may include preparation of preliminary engineering design plans and drawings for a variety of Project features such as HSR alignment, grade crossings and roadways, maintenance facilities, signal and electric power facilities, communication facilities, drainage and stormwater, bridges, or other structures as identified by Authority.



Deliverables that may be needed to support the environmental clearance could include: feasibility studies and conceptual engineering exhibits and plans, plan and profile drawings; typical sections; advanced planning studies; geotechnical investigations and reports; drainage and stormwater facilities; documentation regarding modifications to existing/proposed electric traction facilities and catenary designed or constructed by others, electric power connections, right-of-way requirements and improvements, landscaping and amenities, locations and functional layouts of support facilities (e.g., maintenance, storage, substations, etc.), utility relocation; tenant requirements, engineering quantities and Project costs, and Project construction.

## **2.4 Graphic Support**

Consultant may be responsible for providing graphic support to the Authority as requested including but not limited to preparing public hearing/meeting packets, presentations and display materials.

## **2.5 Task Orders**

Authority Contract Manager has the sole authority and responsibility to make amendments and revisions to the scope of work, schedule, cost or deliverables in a task order.

Authority will prepare a draft task order, less the cost estimate. The draft task order shall identify (with specificity) the following:

- Scope of services.
- Deliverables.
- Performance criteria or performance tests for the services (which demonstrate that the deliverables and schedule to submit deliverables satisfy the purpose or goal of the task order.
- Period of performance, the task order term, dates of service or project schedule, and/or due dates.
- Any milestone deliverables (including, but not limited to, any deliverables that shall be delivered and accepted prior to subsequent work being performed.
- Sufficient data to tie the task order to the Agreement (including Agreement number, name of Authority Contract Manager, and name of Consultant).

Consultant shall review the draft task order. Any questions regarding deliverables, expected results, schedule, etc. should be directed to Authority Contract Manager for clarification.

Consultant shall submit a work plan and a cost estimate including, at a minimum, the names of the individuals proposed to work on the task, the individuals' classifications, the duties the individual shall perform for such task, a written estimate of the number of hours per staff person under each duty or activity, any anticipated reimbursable expenses, and an estimate of



SB/DBE/DVBE utilization for the task. The total dollar amount shall be based on the rates in the Rate Sheet and shall not exceed the total Agreement amount.

The cost estimate shall be in the format prescribed in the draft task order. Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of professional judgment. Provided agreement is reached on the negotiable items, both Authority and Consultant shall finalize the task order. If Authority and Consultant are unable to reach an agreement, Authority may terminate the Agreement. No payment shall be due or made for any work performed under an unsigned task order, and Authority shall not pay for any work described in an unsigned task order.

Other information may be required at the request of Authority Contract Manager. Authority shall provide Consultant electronic templates of task order formats and required boilerplate language. All personnel to be used in the task order shall be among those identified in Consultant's Rate Sheet.

Authority Contract Manager shall monitor and verify Consultant's performance and deliverables. Authority Contract Manager shall have the ultimate responsibility and authority to verify Consultant's performance cost, schedule and deliverable(s).

Any services to be provided by Consultants shall only be performed pursuant to a task order that provides a detailed description of the services performed, the time frame for the work to be performed, the not to exceed amount to be charged, and the estimated expenses.

It is acknowledged by Consultant that it shall perform all incidental work required to complete the services described in the task order, including work for which no specific proposal item was included, and including work that is required to furnish final, complete work consistent with the intent of the Agreement. All such incidental work shall not be considered extra work for which additional compensation or an increase in the not to exceed compensation can be claimed.

The services described herein are not exclusive, and Authority reserves the right to enter into other agreements covering the same or similar services or to perform the same or similar services itself or through its agents. A task order could include work for all or part of any of the tasks listed in this scope of services. A task order may require integration of work performed by others into a final work product to be prepared by Consultant.

Authority requires its professional Consultants to provide services of the highest quality within a constrained schedule in order to meet program commitments. It is acknowledged by Consultant that time is of the essence in the performance of each task of this Agreement. The services and any defined deliverables shall be completed and delivered to Authority or its agent in a prompt and timely manner so as to permit the effective review and employment of the deliverable by Authority during and throughout the performance of the Agreement.

Consultant will be required to submit a fee proposal and hourly billing rates for the prime Consultant team and for all Subconsultants. Consultant and all Subconsultants shall maintain an acceptable cost accounting system and a time recording system which is task order specific. The Consultant may be required to maintain time records on a sub-task basis.



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

For each task order the Consultant will propose performance targets and measures suitable for measuring performance towards the Authority's Performance Objectives, which will be provided to the Consultant when the task orders are established.

All Work and associated deliverables shall comply with the Authority's Environmental Methodology Guidelines located on the Authority's website at:

[http://www.hsr.ca.gov/Programs/Environmental\\_Planning/project\\_level.html](http://www.hsr.ca.gov/Programs/Environmental_Planning/project_level.html)

All environmental re-examination and reevaluation Work shall comply with the Authority's adopted guidelines located on the Authority's website at:

[http://www.hsr.ca.gov/docs/programs/construction/CP4\\_RFP\\_14\\_32/reference/addendum2\\_P1\\_432\\_02\\_RM\\_E\\_02\\_Environmental\\_Compliance\\_Program\\_Manual.pdf](http://www.hsr.ca.gov/docs/programs/construction/CP4_RFP_14_32/reference/addendum2_P1_432_02_RM_E_02_Environmental_Compliance_Program_Manual.pdf)

## **2.6 Reporting**

The Consultant shall comply with the Authority's Reporting Guidelines for Regional Consultants dated March 2014.

## **2.7 Notice to Proceed**

The Authority Contract Manager will issue a Notice to Proceed to commence Work after a task order is fully executed.

## **3 TERM**

The term of this Agreement is five years as identified in Section 2 of the Standard Agreement (STD213).

## **4 AMENDMENT**

This Agreement may be modified by amendment with mutual consent of the parties as to scope, time, amount and other provisions 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 or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the 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 reimburse the Consultant for actual hours worked on an actual cost basis (direct hourly wage plus overhead and fee). The Consultant agrees to reimburse all Subcontractors/Subconsultants with the same payment structure. The direct actual labor rates in the Rate Sheet are rate caps. Actual overhead rates will be adjusted on an annual basis. The Rate Sheet is attached as Attachment B-1 to this Agreement.
- 2.2 No payment shall be made in advance of services rendered.
- 2.3 The amount payable to 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 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 each task to:

Financial Operations Section  
California High-Speed Rail Authority  
770 L Street, Suite 620 MS3  
Sacramento, CA 95814  
[accounting@hsr.ca.gov](mailto:accounting@hsr.ca.gov)



(1 original and 1 copy)

AND

The Consultant shall also submit (electronically) one additional copy of 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 actual loaded hourly labor rates by individual, inclusive of fees (hourly rate plus overhead and fee). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
  - 3.2.3 Other direct costs, including special equipment, if requested by the Authority, travel, miscellaneous and materials.
  - 3.2.4 An indication of if the Consultant is certified as a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise. Subcontractor/Subconsultant and vendor invoices shall also indicate whether a Subcontractor/Subconsultant or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.
  - 3.2.5 The Consultant shall retain back-up 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 Subcontractor/Subconsultant services and expenses invoiced for payment under this Agreement.
  - 3.2.6 Receipts for travel, including departure and return times.
  - 3.2.7 By work plan category or task (as specified in the Rate Sheet and by reference to task orders, when applicable); cumulative amounts, budgeted per task order billed to date, current billing and balance of funds.
  - 3.2.8 Documentation to support the progress of the work performed during the billing period.
  - 3.2.9 A narrative that documents the process of the work during the billing period.
  - 3.2.10 Any other deliverables due during the billing period.
  - 3.2.11 Invoices of Subcontractors/Subconsultants and vendors.



#### **4 TRAVEL AND PER DIEM RATES**

- 4.1 The Consultant will 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 not specified in a work plan and/or task order requires written authorization from the Authority 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.
- 4.3 The Consultant must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times for departure and return.

#### **5 COST PRINCIPLES**

- 5.1 The Consultant agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual items of cost.
- 5.2 The Consultant agrees to comply with 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- 5.3 Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Consultant to the Authority.
- 5.4 Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

#### **6 PROMPT PAYMENT ACT**

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

#### **7 EXCISE TAX**

- 7.1 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.

#### **8 INVOICE DISPUTES**

- 8.1 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 working days of receipt of the invoice; the Consultant will be paid the undisputed portion of the invoice.



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

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

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

If you do not have internet access, please contact the Office of Procurement and Contracts below to receive a copy:

OPAC  
(916) 324-1541  
770 L Street, Suite 620 MS3  
Sacramento, California 95814

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.



## Exhibit D: Special Terms and Conditions

### 1 CONTRACT MANAGEMENT

- 1.1 The Consultant Contract Manager is responsible for the day-to-day project status, decisions and communications with the Authority Contract Manager. The Consultant may change the Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.
- 1.2 The Authority may change the Authority 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 relationship between the Authority and any Subcontractors/Subconsultants, and no subcontract shall relieve the Consultant of its 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/Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its Subcontractors/Subconsultants and of persons either directly or indirectly employed by the Consultant. The Consultant's obligation to pay its Subcontractor/Subconsultant 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 Rate Sheet.
- 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/Subconsultants within 10 calendar days from receipt of each payment made to the Consultant by the State.
- 2.5 Any substitution of Subcontractors/Subconsultants must be approved in writing by the Authority Contract Manager in advance of assigning Work to a substitute subcontractor/subconsultant.
- 2.6 All applicable Consultants shall submit monthly progress reports on small businesses (SBs), including microbusiness (MB), DBE and DVBE utilization to the Authority. The Authority and Consultants will keep a running tally of actual invoiced amounts by SB 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 Monthly SB Invoice Report Summary and Verification requirements captures SB utilization at all tiers. This requirement shall also include any amended portion of this Agreement.



- 2.6.1 The Monthly SB Invoice Report Summary and Verification shall be submitted 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 the Monthly SB Invoice Report Summary and Verification are in the minimum amount of \$2,500 and the maximum of amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. (Military and Veterans Code Section 999.5(d)). The Monthly SB Invoice Report Summary is designed to capture and verify the following information:
- a. Name of each SB/MB/DBE/DVBE participating under the Agreement.
  - b. Type of Work assignment designated to each SB/MB/DBE/DVBE.
  - c. The eligible dollars committed to each SB/MB/DBE/DVBE.
  - d. The eligible dollars invoiced to each SB/MB/DBE/DVBE during the reporting period.
  - e. The dollars invoiced to date for each SB/MB/DBE/DVBE.
  - f. The dollars invoiced to the SB/MB/DBE/DVBE as a result of a change order or other cost modification.
  - g. The dollars invoiced to date as a percentage of the total commitment to each SB/MB/DBE/DVBE.
  - h. The tier hierarchy of each Subcontractor/Subconsultant.
  - i. 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/Subconsultants, 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 OWNERSHIP OF DATA**

- 5.1 During the term of this Agreement and upon completion of any and all Work under this Agreement, all intellectual property rights, ownership and title to all report, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Consultant shall furnish the Authority all necessary copies of data.
- 5.2 "Generated data" is data that the Consultant has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Consultant in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Authority, unless and only to the extent it is specifically provided otherwise in this Agreement. "Generated data" as defined herein, shall not include proprietary data, as defined below.
- 5.3 "Proprietary data" is such data as the Consultant has identified in a satisfactory manner as being under Consultant's control prior to commencement of performance of this Agreement, and which Consultant has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Consultant throughout the term of this Agreement and thereafter. The extent of the Authority access to and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, including in



a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.

## **6 CONFLICT OF INTEREST**

- 6.1 The Consultant and its employees, and all of its Subcontractors/Subconsultants and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
- 6.2 The Consultant may be required to submit an Economic Interest Statement (Fair Political Practices Commission's Form 700) from each employee or Subcontractors/Subconsultant 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 Subcontractors/Subconsultants. Each employee and Subcontractors/Subconsultants 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.

## **7 SETTLEMENT OF DISPUTES**

- 7.1 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.
- 7.2 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 Contract Officer, who may consider any written or verbal evidence submitted by the Consultant. The decision of the Authority's Contract Officer, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Consultant.
- 7.3 In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal or SOQ.
- 7.4 Neither the pendency of a dispute nor its consideration by the Authority's Contract Officer will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

## **8 TERMINATION**

- 8.1 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.
- 8.2 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.



- 8.3 Termination Issues for Subcontractors, Suppliers, and Service Providers: The Consultant shall notify any Subcontractor/Subconsultant and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subcontractor/Subconsultant and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any Subcontractor/Subconsultant and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- 8.4 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.

## **9 NON-WAIVER**

- 9.1 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.

## **10 HEADINGS AND RULES OF CONSTRUCTION**

- 10.1 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.

## **11 STOP WORK**

- 11.1 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.
- 11.2 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.
- 11.3 The Consultant shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order.
- 11.4 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.



## 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) Approved [e.g., Annual Work Programs/Work Plan/Task Orders].
  - (c) Consultant's SOQ dated February 12, 2016.
  - (d) Request for Qualification for Environmental Services for the Fresno to Bakersfield Project Section dated January 5, 2016 RFQ No. HSR15-108.

### 2 INDEMNIFICATION

- 2.1 The following Indemnification Clause supplements Section 5 of Exhibit C: GTC 610.
- 2.2 Consultant agrees to indemnify, defend, and hold harmless the Authority, Federal Railroad Administration, State of California, their officers, agents and employees and Parsons Brinckerhoff, Inc. and its subconsultants 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 Brinckerhoff, 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 An evaluation of the Consultant's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the Consultant for comment. The evaluation, together with the comments, shall be retained by the Authority. Consultant performance evaluations may be considered in the evaluation of future solicitations.
- 3.2 Performance of the Consultant under this Agreement shall be evaluated. At the conclusion of the Agreement, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, STD4. 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 ACCESS TO SITES AND RECORDS**

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

#### **5 STANDARD OF CARE**

5.1 The Consultant, in performing its professional services under this Agreement, owes the Authority the following duties of care (The Consultant's "Standard of Care"):

5.1.1 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;

5.1.2 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

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

#### **6 DAMAGES DUE TO ERRORS AND OMISSIONS**

6.1 The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A Consultant may be liable for Authority costs resulting from errors or deficiencies in designs furnished under its Agreement.

6.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the Authority Contract Manager (with the advice of technical personnel) shall consider the extent to which the Consultant may be reasonably liable.

6.3 Authority Contract Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Authority's interest. The Authority Contract Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the firm.

#### **7 LEGAL NOTICE**

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

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



Consultant: Name Title Company Address Telephone	Authority: Thomas Fellenz, Chief Counsel California High-Speed Rail Authority 770 L Street, Suite 620 MS1 Sacramento, CA 95814 Telephone: (916) 324-1541
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7.3 The project representatives identified in Exhibit A, Section 1.5C. shall be notified via email when a notice is sent.

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

## 8 LICENSES AND PERMITS

8.1 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.

8.2 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.

8.3 In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Consultant agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within 30 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.

## 9 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.

### 9.1 Workers' Compensation Insurance

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

### 9.2 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 five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

### 9.3 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 an amount not less than one million dollars (\$1,000,000) combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

### 9.4 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 five million dollars (\$5,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement.

### 9.5 Environmental Professional Liability Insurance

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

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

### 9.6 Other Provisions or Requirements

#### 9.6.1 Proof of Insurance

The Consultant shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for



workers' compensation. All insurance policies, certificates and endorsements must be approved by the Authority Contract Manager prior to commencement of work. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### 9.6.2 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 its agents, representatives, employees or Subcontractors/Subconsultants. The Consultant agrees to maintain professional liability insurance for a period of no less than three years after completion of the Work.

#### 9.6.3 Authority's Rights of Enforcement

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 premium from the Consultant's payments. In the alternative, the Authority may cancel this Agreement.

#### 9.6.4 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.

#### 9.6.5 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 its subconsultants, and shall require similar written express waivers and insurance clauses from each of its Subcontractors/Subconsultants.

#### 9.6.6 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.

#### 9.6.7 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.

#### 9.6.8 Notice of Cancellation

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

#### 9.6.9 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 shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

#### 9.6.10 Authority's Right to Revise Specifications

The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 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.

#### 9.6.11 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.

#### 9.6.12 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.

#### 9.6.13 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.

#### 9.6.14 Subcontractors/Subconsultants

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/Subconsultants shall be no more than one million dollars (\$1,000,000) in coverage on insurance for which a limit is specified above.

## **10 COMPUTER SOFTWARE**

10.1 Where 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 in violation of copyright laws.

## **11 CONTINGENT FEE**

11.1 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.

## **12 THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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



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

The Project is financed in part with federal assistance provided by FRA and therefore federal laws, regulations, policies, and related administrative procedures apply. The selected Offeror must comply with all applicable federal laws, regulations, policies, and related administrative practices. The most recent of such federal laws, regulations, policies and related administrative practices at the time will govern this Agreement, unless FRA issues a written determination otherwise. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date the selected Offeror and the Authority execute the Agreement, but may apply to this Agreement. The selected Offeror must ensure compliance by its Subcontractors/Subconsultants with and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies, and related administrative practices. Some federal requirements applicable to the selected Offeror are identified elsewhere in the RFQ. This identifies federal requirements contained in the Grant/Cooperative Agreement between FRA and the Authority, which are applicable to the selected Offeror and are not addressed elsewhere in the RFQ.

### **1 FEDERAL REQUIREMENTS**

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

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

### **2 COMPLIANCE WITH FEDERAL REQUIREMENTS**

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

### **3 FEDERAL PROCUREMENT STANDARDS**

The Consultant agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Consultant's technical specifications and requirements.



#### **4 FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

The Consultant certifies, to the best of its knowledge and belief, that:

- 4.1 No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or federal agreement, grant, loan, or cooperative agreement.
- 4.2 No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or federal agreement, grant, loan, or cooperative agreement.
- 4.3 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 4.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- 4.5 The Consultant also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts that exceed \$100,000, and that all such Subconsultants shall certify and disclose accordingly.

#### **5 DEBARMENT AND SUSPENSION**

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



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

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

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

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

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

## **6 SITE VISITS**

The Consultant agrees that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishment and for other reasons. If any site visit is made by the FRA on the premises of the Consultant or any of its Subconsultants under this Agreement, the Consultant shall provide and shall require its Subconsultants to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Consultant or Subconsultant.



## 7 SAFETY OVERSIGHT

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

## 8 ENVIRONMENTAL PROTECTION

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

- 8.1 Clean Air: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et. seq. The Consultant agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency (EPA) Regional Office.
- 8.2 Clean Water: The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et. seq. The Consultant agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- 8.3 Energy Conservation: The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6421, et. seq.).
- 8.4 Agreement not to Use Violating Facilities: The Consultant agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Consultant shall promptly notify the Authority if the Consultant or any Subconsultant receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities, provided, however, that the Consultant's duty of notification hereunder shall extent only to those communications of which it is aware, or should reasonably have been aware.
- 8.5 Environmental Protection: The Consultant shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321, et. seq.
- 8.6 Incorporation of Provisions: The Consultant shall include the above provisions 8.1 through 8.5 in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

## 9 RIGHTS

The following requirements apply to this Agreement:



- 9.1 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and 49 U.S.C. § 306, the Consultant agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age, or disability in any activities leading up to or in performance of this Agreement. In addition, the Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.
- 9.2 Equal Employment Opportunity: The following equal employment opportunity requirements apply to this Agreement:
- 9.2.1 Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Consultant agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R. §§ 60, et. seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements that the FRA may issue.
- 9.2.2 Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements that the FRA may issue.
- 9.2.3 Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Consultant also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements that the FRA may issue.



- 9.3 The Consultant also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 2ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.
- 9.4 The Consultant also agrees to include these requirements in each Subconsultant financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

## **10 ARRA FUNDED PROJECT**

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

## **11 ENFORCEABILITY**

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

## **12 PROHIBITION ON USE OF ARRA FUNDS**

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

## **13 REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS**

The Consultant agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, 49 C.F.R. § 24405(a), which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's Buy America requirements and processes please see the FRA's Answers to Frequently Asked Questions (FAQ) available at <http://www.fra.dot.gov/Page/P0391>.

Should the Consultant fail to demonstrate compliance with 49 U.S.C. § 24405(a) and a waiver has not been granted, the Consultant must take the necessary steps in order to achieve



compliance, at no cost to the Authority. The Consultant's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The FRA may also initiate its own investigation. The Consultant shall have the burden of proof to establish compliance. If the Consultant fails to demonstrate compliance, then the Consultant shall substitute sufficient domestic materials without revision of the Agreement terms. Failure to comply with the provisions of this clause may lead to the initiation of the debarment proceedings pursuant to 49 C.F.R. Part 29.

Where the Consultant is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 C.F.R. § 24405(a)(2) for a waiver from the Buy America requirements set forth therein, the Consultant must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Consultant's written waiver request justification shall contain:

- a. A description of the project;
- b. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
- c. A description of the percentage of U.S. content in the steel, iron, or manufactured goods, as applicable;
- d. A description of the efforts made to secure the Buy America compliant steel, iron, or manufactured goods;
- e. A description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);
- f. If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron, or manufactured goods;
- g. Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought;
- h. Justification supporting the application of the waiver categories cited; and
- i. Contact information for the responsible party.

## **14 ACCESS AND INSPECTION OF RECORDS**

14.1 In accordance with ARRA Sections 902, 1514, and 1515, the Consultant agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:



- 14.1.1 Access and reproduce any books, papers, documents, and records of the Consultant that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; and
- 14.1.2 Interview any officer or employee of the Consultant or any of its Subconsultants regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- 14.2 Pursuant to 49 C.F.R. § 18.26(i)(11), 49 C.F.R. § 19.26, or A-133 (whichever applicable), the Consultant agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Consultant agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly recognized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Consultant shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.
- 14.3 The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a).
- 14.4 The Consultant shall include this provision in all lower-tier subcontracts.

## 15 WHISTLEBLOWER PROTECTION

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

1. Gross mismanagement of a contract relating to ARRA funds;
2. Gross wastes of ARRA funds;
3. A substantial and specific danger to the public health or safety related to the implementation or use of the ARRA funds;
4. An abuse of authority related to implementation or use of ARRA funds; or
5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a consultant) awarded or issued relating to ARRA funds.

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



## **16 FRAUD AND FALSE CLAIMS ACT**

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801, et seq. and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Consultant to the extent the federal government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the federal government deems appropriate.

The Consultant agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, Subconsultant, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

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

## **17 WAGE RATE REQUIREMENTS**

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c)(2) and ARRA Section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Consultant shall comply with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. §§ 151, et. seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not sue rights-of-way owned by a railroad, the Consultant shall comply with the provisions of 40 U.S.C. § 3141, et seq. The Consultant shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. § 874 and 28 C.F.R. Part 3.

When prevailing wage rates apply, The Consultant must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.



- a. If there is any conflict between the state prevailing wages, the federal prevailing wages, and the Authority's Community Benefits Agreement, the highest rate shall be paid.
- b. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

## **18 SEISMIC SAFETY**

The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all Work performed under this Agreement including work performed by a Subconsultant is in compliance with the standards by the Seismic Safety Regulations and the certification of compliance issued on the Project.

## **19 REPORTING REQUIREMENTS**

The Consultant agrees, if requested by the Authority in writing, to provide the Authority with the following information:

- 19.1 The total amount of funds received by the Consultant during the time period defined in the Authority's request;
- 19.2 The amount of funds actually expended or obligated during the time period requested;
- 19.3 A detailed list of all projects or activities for which funds were expended or obligated, including:
  1. The name of the project or activity;
  2. A description of the project activity;
  3. An evaluation of the completion status of the project or activity; and
  4. An estimate of the number of jobs created and/or retained by the project or activity.
- 19.4 For any contracts or subcontracts equal to or greater than \$25,000:
  1. The name of the entity receiving the contract;
  2. The amount of the contract;
  3. The transaction type;
  4. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
  5. The local of the entity receiving the contract;



6. The primary location of the contract, including city, state, congressional district, and county;
7. The DUNS number, or name and zip code for the entity headquarters, if known;
8. A unique identifier of the entity receiving the contract and the parent entity of the Consultant, should the entity be owned by another; and
9. The names and total compensation of the five most highly compensated officers of the company if received:
  - a. 80% or more of its annual gross revenues in federal awards;
  - b. \$25,000,000 or more in annual gross revenue from federal awards; and
  - c. If the public does not have access to information about the compensation of senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986;
- 19.5 Any other information reasonably requested by the State of California or required by state or federal law or regulation.
- 19.6 Standard data elements and federal instruction for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 (74 FR 14824), and are to be provided online at [www.FederalRegister.gov](http://www.FederalRegister.gov). The additional requirements will be added to this Agreement by amendment.

## 20 REPRINTS OF PUBLICATIONS

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

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

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

## 21 LABOR PROVISIONS

49 U.S.C. § 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be



considered a “rail carrier” as defined by 49 U.S.C. §§ 10102(5), for the purposes of Title 49 U.S.C., and any other statute that adopts the definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. §§ 231, et. seq.), the Railway Labor Act (43 U.S.C. §§ 151, et. seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. §§ 351, et. seq.). To the extent required by 49 U.S.C. § 24405(b) and other laws referenced above, the Consultant shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

## **22 LABOR PROTECTIVE ARRANGEMENTS**

The Consultant agrees to comply with the applicable protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. § 836 with respect to employees affected by actions taken in connection with the Project. The Consultant also agrees to include the application protective arrangements established by the U.S. DOL under 45 U.S.C. § 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

## **23 PROPERTY, EQUIPMENT AND SUPPLIES**

- 23.1 The Consultant agrees that Project property, equipment and supplies shall be used for the Project activity for the duration of its useful life, as determined by the FRA. Should the Consultant unreasonably delay or fail to use Project property, equipment and supplies during its useful life, the Consultant agrees that the FRA may require the Consultant to return the entire amount of FRA assistance expended on that property, equipment or supplies. The Consultant further agrees to notify the Authority when any Project property or equipment is withdrawn from use in the Project activity or when such property or equipment is used in a manner substantially different from the representations made by the Consultant in its justification for purchase of the property or equipment.
- 23.2 The Consultant agrees to comply with the property standards of 49 C.F.R. §§ 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued.
- 23.3 The Consultant agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that the FRA may issue.
- 23.4 The Consultant agrees to keep satisfactory records with regard to use of the property, equipment and supplies, and submit to the FRA, upon request, such information as may be required to assure compliance with this section.
- 23.5 The Consultant agrees that the FRA may:
- 23.5.1 Require the Consultant to transfer title to any property, equipment or supplies financed with FRA assistance, as permitted by 49 C.F.R. §§ 19.30 through 19.37 inclusive.
- 23.5.2 Direct the disposition of property or equipment financed with FRA assistance as set forth by 49 C.F.R. §§ 19.30 through 19.37 inclusive.



23.6 Unless expressly authorized in writing by the Authority, the Consultant agrees to refrain from:

23.6.1 Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant, anticipation note, alienation, or other obligation that in any way would affect the Authority's or the FRA's interest in any property or equipment; or

23.6.2 Obligating itself in any manner to any third party with respect to Project property or equipment.

23.7 The Consultant agrees to refrain from taking any action or acting in a manner that would adversely affect the FRA's interest or impair the Authority's continuing control over the use of Project property or equipment.

## **24 FLY AMERICA**

The Consultant agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of federal funds and their consultants are required to use U.S. flag carriers for U.S. government-financed international air travel and transportation of their personal effects of property, to the extent such service is available, unless travel by foreign air carriers is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Consultant shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier, and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **25 SMALL BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES**

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

The Authority has established a 30 percent Small Business (SB) goal as described above. The Consultant is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the duration of this Agreement. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of



Certifying Agencies, and other performance related factors, are included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts – August 2012. The document is on the Authority's Small Business web page: [http://www.hsr.ca.gov/Programs/Small\\_Business/index.html](http://www.hsr.ca.gov/Programs/Small_Business/index.html).

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

## 26 PATENT RIGHTS

- 26.1 If any invention, improvement, or discovery of the Consultant or any of its third party consultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify the Authority immediately and provide a detailed report. The rights and responsibilities of the FRA, third party consultants, and the Authority with respect to such invention, improvement, or discovery will be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.
- 26.2 If the Consultant secures a patent with respect to any invention, improvement, or discovery of the Consultant or any of its third party consultants conceived or first actually reduced to practice in the course of or under this Project, the Consultant agrees to grant the FRA a royalty-free, non-exclusive and irrevocable license to use and authorize others to use the patented device or process for federal government purposes.
- 26.3 The Consultant agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under this Project.
- 26.4 "Proprietary data" is data that the Consultant has identified in a satisfactory manner as being under the Consultant's control prior to commencement of performance of this Agreement, and that the Consultant has reasonably demonstrated as being of a proprietary nature by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Consultant throughout the term of this Agreement and thereafter.
- 26.5 "Generated data" is data that the Consultant has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. "Generated data," as defined herein, shall not include data developed solely from preexisting or proprietary data owned by the Consultant prior to the execution of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Consultant in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement.



## 27 RIGHTS IN DATA AND COPYRIGHT

- 27.1 The term “subject data” used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes, but it is not limited to, graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.
- 27.2 The following restrictions apply to all subject data first produced in the performance of this Agreement:
- 27.2.1 Except for its own internal use, the Consultant may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the FRA.
- 27.2.2 As authorized by 49 C.F.R. § 18.34 or 49 C.F.R. § 19.36, as applicable, the FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
- 27.2.2.1 Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or other third party contract, irrespective of whether or not a copyright has been obtained; and
- 27.2.2.2 Any rights of copyright to which a Grantee, subgrantee, or a third party consultant purchases ownership with federal assistance.
- 27.3 The FRA may make available to any FRA Grantee, subgrantee, third party consultant, or third party Subconsultant, either the FRA’s license in the copyright to the “subject data” derived under this Agreement or a copy of the “subject data” first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as the FRA may direct.
- 27.4 To the extent permitted by State law, the Consultant agrees to indemnify, save and hold harmless the FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Consultant shall not be required to indemnify the FRA for any such liability arising out of the wrongful acts of employees or agents of the FRA.



## Forms and Certifications

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





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

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

(Add rows/pages as needed)

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

**Organization Name,  
Address, and Telephone**

\_\_\_\_\_  
Signature of Team Representative

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





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

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

1. Definition

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

“Organizational Conflict of Interest” means a circumstance arising out of a Consultant’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/Subconsultants identified at the time of the submittal of its SOQ, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.



3. Explanation

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

4. Certification

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Offeror



**Cert. 1: Certification Regarding Miscellaneous State Requirements**

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

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

**CONTRACTOR CERTIFICATION CLAUSES:**

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

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

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

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



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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).



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

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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



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

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



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

**AFFIDAVIT**

STATE OF \_\_\_\_\_ §

§

§

COUNTY OF \_\_\_\_\_ §

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

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

is the Official Representative of

\_\_\_\_\_  
(Offeror’s Name)

the Offeror submitting the foregoing Proposal.

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title



Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Notary Public in and for said County and State

[SEAL]

My commission expires: \_\_\_\_\_



**Cert. 3: Iran Contracting Certification**

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

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

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

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this RFQ.

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

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

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

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

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

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

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





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

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

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

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

**OR**

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

**OR**

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

**CERTIFICATION for Paragraph No. 3**

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

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





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

Primary Covered Transactions

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

In accordance with the provisions of 2 C.F.R. Part 180, the Offeror certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

Certify to the above       Cannot certify to the above.

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Organization Name,  
Address, and Telephone





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

State of \_\_\_\_\_ §  
County of \_\_\_\_\_ §

The undersigned declares:

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

the party submitting the foregoing SOQ, and that the SOQ is:

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

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

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

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

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

That all statements contained in the SOQ are true.

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

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

\_\_\_\_\_  
(Offeror)



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

\_\_\_\_\_  
Signature of Affiant

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

Seal of Notary Public or  
Officer Taking Oath

\_\_\_\_\_  
Signature of Notary Public or  
Officer Taking Oath



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

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

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

\_\_\_\_\_  
(Name of entity making certification)

Check one of the following boxes:

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

Check one of the following boxes:

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

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

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

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

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





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

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

**Organization Name,  
Address, and Telephone**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**Cert. 10: Certification Regarding Lobbying**

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

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

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

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

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

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

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

Note:

- 1) If joint venture, each joint venture member shall provide the above information and sign the certification.

