REQUEST FOR PROPOSALS

FINANCIAL ADVISOR SERVICES

RFP HSR#15-91

State of California

January 14, 2016

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1 OVERVIEW AND GENERAL INFORMATION

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

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

The Authority may enter into contracts with private and public entities for the design, construction and operation of high-speed rail trains including all tasks and segments thereof pursuant to California Public Utilities Code §185036.

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), and the Greenhouse Gas Reduction Fund (GGRF). The Authority will act as the FRA-designated recipient for Federal transportation funds.

Any services or work performed must be consistent and/or compliant to the conditions set forth within the following:

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

The Authority is moving forward to complete Phase 1 of the System and place it in operation by 2024. It is recognized by the general public and the State leadership that the scale of this Project requires a large component of public financing, both State and federal, but it is also the

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objective of the program to leverage private investment wherever possible and maximize the opportunities for public/private partnerships (PPPs).

2 PURPOSE AND OVERVIEW OF RFP

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

- The Authority is issuing this RFP to receive Proposals from qualified firms (Proposers) for Financial Advisor Services. The purpose of this RFP is to award up to two contracts to successful Proposers as Primary and Secondary Contractors to provide financial analysis of the Authority's existing funding plans and prospective funding sources, business planning and analysis of delivery models and procurement options and potential financing sources, among other tasks appropriate for the System.

- Each of the awarded contracts for the Primary or Secondary Contractor will be issued work on a Task Order basis, based on the Sample Task Order Documents in Attachment G. Task Orders will be issued to the Primary Contractor first, if the Primary Contractor is unable to perform, then the Secondary Contractor will receive the Task Order. The total budget for all work performed under the Primary and Secondary contracts will not exceed $40 million dollars for a potential contract term up to four years. These contracts are 100 percent state funded.

- Proposers will be required to commit to exercise good faith efforts to achieve the Authority's 30 percent utilization goal for Small Business participation. A scoring preference is available in accordance with the Small Business Procurement and Contract Act (Govt. Code § 14836 *et seq.*).

- Proposers will be required to meet the mandatory 3 percent utilization requirement for Disabled Veteran Business Enterprises (DVBE). A scoring incentive is available if the Proposer provides documentation that it exceeds this 3 percent mandatory DVBE utilization requirement.

- The RFP will be available in electronic format on the State's Contract Register at (www.bidsync.com) and on the Authority's website at (www.hsr.ca.gov).

- All questions regarding this RFP must be submitted in writing through the State's Contract Register (www.bidsync.com) by the date and time listed in Table 1, for the benefit of all Proposers.

- The Authority may in its sole discretion, but without being under any obligation to do so, update, amend or supplement the information, assessments or assumptions contained in this RFP through the issuance of an addendum on the Authority's website and BidSync; or answer to a submitted question posted on BidSync.

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2.1 BRIEF DESCRIPTION OF SERVICES

The Authority plans to award up to two contracts to provide financial advisor services to the Authority, which may include: financial analysis of existing and prospective funding sources; business planning; analysis of delivery models, procurement options, and funding sources; provide financial procurement assistance; and develop revenue analyses and plans. See Standard Agreement, Attachment F for the full Scope of Work.

2.2 DEFINITIONS

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

Authority – California High-Speed Rail Authority

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

Business day – Monday through Friday, except for federal or State holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of State holidays can be found at http://www.calhr.ca.gov/employees/pages/state-holidays.aspx

Day – Calendar day, unless otherwise noted

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

Disabled Veteran Business Enterprise (DVBE) – To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services. This definition applies to contracts that are 100 percent state-funded

Grant/Cooperative Agreements – Agreement numbers FR-HSR-009-10-01-05 and FR-HSR-0118-12-01-00 between the Authority and the FRA providing terms for expenditure of federal funds provided for the Project

Microbusiness (MB) – The Authority recognizes Microbusiness certifications issued by the California Department of General Services

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

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

Project – The planning and construction of the California High-Speed Rail system

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

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

a. For U.S. DOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. Part 26.65(b). Certified SB firms participating in U.S. DOT-assisted contracts are not required to have a principal office located in California. Both State and/or federal certified SB firms are eligible to be credited toward meeting the SB goal on a U.S. DOT-assisted contract.

b. For 100 percent State funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed $14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

State – The State of California

Subcontractor – Defined as follows:

a. Prior to award of any contract resulting from this RFP, any Person with whom the Proposer proposes to enter into a subcontract for any part of the Work, or that will enter into a subcontract for any part of the Work, at any tier; or

b. After award of any contract resulting from this RFP, any Person with whom the Proposer has entered into a subcontract for any part of the Work, or with whom any subcontractor has further subcontracted any part of the Work, at all tiers.

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

2.3 ACRONYMS

ARRA	American Recovery and Reinvestment Act of 2009
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
DB	Design-Build
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
MB	Microbusiness
NTP	Notice to Proceed

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PRA Public Records Act
RDP Rail Delivery Partner
RFP Request for Proposals
SBE Small Business Enterprise
U.S. DOT United States Department of Transportation

3 PROCUREMENT SCHEDULE AND PROCESS

Table 1 Key RFP Dates:

ACTIVITY	DATE
RFP Release	January 14, 2016
Deadline for Written Questions by 5:00 p.m. Pacific Time	January 29, 2016
Authority to Respond to Written Questions by this Date	February 5, 2016
Deadline to Submit Proposals by 3:00 p.m. Pacific Time	**February 23, 2016**
Interviews (Sacramento, CA)	March 9-10, 2016
Notice of Proposed Award	March 14, 2016
Contract Start Date (Anticipated)	April 25, 2016
Contract Termination Date	April 24, 2020
*All dates after the Proposal due date may be modified at the discretion of the Authority without issuing a formal addendum to this RFP.	

3.1 AUTHORITY'S DESIGNATED POINT OF CONTACT

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

Richard Vanderzanden, Contract Buyer
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814
Phone: (916) 669-6617
Fax: (916) 322-0827
Email: richard.vanderzanden@hsr.ca.gov

Persons intending to submit Proposals in response to this RFP shall not contact or discuss any items related to this procurement with any Board member, Authority staff or Authority consultant other than the designated Point of Contact. Failure to comply with this communication prohibition may result in disqualification.

3.2 ADDENDA TO RFP

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

3.3 NON-COMMITMENT OF AUTHORITY

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

3.4 PROPERTY RIGHTS

Proposals received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the contract for resulting from this RFP shall belong exclusively to the State. All products used or developed in the execution of any contract resulting from this RFP will be governed in accordance with the Ownership of Data Rights section in Attachment F.

3.5 IMPROPER COMMUNICATIONS AND CONTACTS

The following rules of contact shall apply during this procurement that began upon the date of issuance of this RFP and will be completed with either the execution of any 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 face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

A. After submittal of Proposals, no Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFP or any other team's Proposal with the exception of Subcontractors that are shared between two or more Proposer teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams (contact among Proposer organizations is allowed during Authority sponsored informational meetings). Protocols established to ensure that Subcontractors do not act as conduits of information between teams are subject to Authority review and approval, at the Authority's discretion.

B. Proposers shall correspond with the Authority regarding the RFP only through the Authority's Designated Point of Contact (see Section 3.1 of this RFP).

C. Except for communications expressly permitted by the RFP or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Proposer or representative thereof shall have any ex parte communications regarding the RFP or the

procurement described herein with any member of the Authority Board or with any Authority or RDP staff. This includes, but is not limited to, any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement.

D. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFP.

E. This Section does not apply to communications approved within this RFP, including to the Point of Contact and pursuant to Section 8 of this RFP.

F. The Proposers shall not contact the entities listed below regarding this procurement, including any employees, representatives, and members:

1. Federal Railroad Administration (FRA)
2. California State Transportation Agency (CalSTA)
3. California Department of Transportation (Caltrans)
4. California Department of General Services (DGS)
5. California High-Speed Rail Authority (except as provided in this RFP)

G. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.

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

3.6 ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

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

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

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

An organizational conflict of interest is a circumstance arising out of a Proposer's existing or past activities, business or financial interests, familial relationships, contractual relationships,

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and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in: (i) impairment or potential impairment of a Proposer's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for the Authority; (ii) an unfair competitive advantage for any Proposer submitting a Proposal 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 Proposer, or
2. Determine that it is otherwise in the best interest of the Authority to contract with such Proposer and include appropriate provisions to mitigate, neutralize or avoid such conflict in the contract awarded.

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

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

3.7 CONFIDENTIALITY OF PROPOSALS

Proposers shall not submit confidential information in their Proposals. Any information submitted during the procurement process may be released after the procurement is complete if requested by a California Public Records Act request.

4 SUBMITTAL OF THE PROPOSALS

4.1 PROPOSAL SUBMITTAL INFORMATION

Proposals submitted in response to this RFP shall be mailed or hand delivered to:

Attention: Richard Vanderzanden
California High-Speed Rail Authority
770 L Street, Suite 620, MS 3
Sacramento, CA 95814

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

RFP No.: HSR#15-91

California High-Speed Rail Authority
Financial Advisor Services Proposal

Proposer:

4.2 LATE SUBMITTALS

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

4.3 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

5 PROPOSAL REQUIREMENTS

This section contains the format requirements and instructions on how to submit a Proposal. The format is prescribed to assist the Proposer in meeting State bidding requirements and to enable the Authority to evaluate each Proposal uniformly and fairly. Proposers must follow all Proposal format instructions, answer all questions, and supply all requested data.

Proposals shall not contain false or intentionally misleading statements, or references which do not support an attribute or condition contended by the Proposer.

5.1 REQUIRED FORMAT FOR A PROPOSAL

1. 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 Proposer wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly.
2. The Technical Proposal shall be no longer than 50 pages in length, exclusive of the Administrative Response (Part 1) and the Cost Proposal (Part 3). Proposers may also submit up to 50 additional pages of examples of prior work as described in Section 6.4.2(E) of this RFP.
3. Pages should be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 10, Page 2 of 10, etc.).

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4. Brochures and miscellaneous materials not specifically requested will not be evaluated.
5. Unnecessarily elaborate responses and/or lengthy presentations are not desired or required by the Authority.
6. Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.

5.2 NUMBER OF COPIES

Proposers must submit the original and 6 copies of their Proposal, including the Administrative Response (Part 1), the Technical Proposal (Part 2) and the Cost Proposal (Part 3). The original should be clearly marked "Original" on its face and spine, and each copy should be marked with the Proposer's name and numbered 1 through 6 on their spines.

Proposers must also submit electronic files of the Proposal on CD-ROM along with the paper submittal. Electronic files must be in searchable PDF format and Microsoft Excel formats. Electronic files submitted via e-mail will not be accepted.

5.3 PACKAGING AND LABELING

The original and copies of the Proposal must be labeled "Request for Proposal HSR#15-91," and include the title of the Proposal, the name of the Proposer, and the appropriate copy number.

5.3.1 PART 1, ADMINISTRATIVE RESPONSE

5.3.1.1 TRANSMITTAL LETTER

The RFP shall be transmitted with a Transmittal Letter that must be signed by an official authorized to bind the Proposer contractually and shall contain a statement that indicates the RFP is complete and accurate. The cover letter shall provide the names, titles, addresses and telephone numbers of individuals authorized to negotiate and contractually bind the Proposer.

Resumes (Section 6.4.2.(C)), references (Section 6.4.2.(F)), certifications and business license, and the Forms and Certifications described in Section 6.4.1.2 should be attached to the Transmittal Letter.

The Proposer shall affirm in the Transmittal Letter that it has or is able to obtain the required insurance specified in Exhibit E of Attachment F of this RFP. The Proposer shall also affirm in the Transmittal Letter that it has not been terminated from another contract for default, and that the Proposer has not received a civil judgment or criminal conviction in the past 5 years.

5.3.1.2 FORMS AND CERTIFICATIONS

The Forms and Certifications shall be properly executed and included as follows, in the order provided here.

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Form A: Schedule of Subcontractor(s)/Subconsultant(s) – One copy of this form shall be completed for the Proposer.

Form B: Organizational Conflict of Interest Disclosure Statement – This form shall be completed for the Proposer, as well as each team member identified on Form D.

Form C: DVBE Declaration – This form shall be completed for each DVBE Proposer team member.

Form D: Bidder Declaration – One copy of this form shall be completed for the Proposer. All team members shall be listed on this form, including the prime, joint venture members (if applicable), and all Subcontractors.

Certification 1: Contractor Certification Clauses (CCC-307) – This form shall be completed for each Proposer team member identified on Form D.

Certification 2: Consultant's Overall Contract Small Business Goal Commitment Affidavit – One copy of this form shall be completed for the Proposer.

Certification 3: Iran Contracting Certification – This form shall be completed for each Proposer team member identified on Form D.

Certification 4: Darfur Contracting Act Certification - This form shall be completed for each Proposer team member identified on Form D.

Certification 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification – This form shall be completed for the Proposer and each joint venture member (if applicable).

Certification 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification – This form shall be completed for each Subcontractor with a subcontract value of $25,000 or greater.

Certification 7: Non-Collusion Affidavit – One copy of this form shall be completed by the Proposer.

Certification 8: Equal Employment Opportunity Certification - This form shall be completed for each Proposer team member identified on Form D.

Certification 9: Non-Discrimination Certification – This form shall be completed for the Proposer and each joint venture member (if applicable).

Certification 10: Certification Regarding Lobbying – This form shall be completed for the Proposer and each joint venture member (if applicable).

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5.3.2 PART 2, TECHNICAL PROPOSAL

The Proposer should use the structure and directions within this section to organize and complete its Proposal, with reference to the criteria in Attachment A and the Scope of Work in Attachment F.

A. Approach / Methodology

The Proposer shall describe:

1. The overall approach of the Financing Strategy (see Scope of Work, Attachment F),
2. Specific techniques that will be used,
3. Specific administrative, operational and management expertise that will be employed, and
4. The allocation of resources to various tasks as a percentage of the total budget.

B. Team Organizational Structure

The Proposer must have experience developing innovative financing programs for large infrastructure projects.

1. Describe the organizational structure of the Proposer, including an organizational chart of the entire contract team.
2. Identify the location of the Proposer's and Subcontractors' headquarters and satellite office(s) and proposed methods of minimizing costs to the State.
3. Provide a short description of each firm and key members of the team. Indicate any history of a working relationship between the team members noting any significant success stories.
4. Describe the organization, composition, and functions to be performed by staff members of the Proposer and any subcontractors. Include a description or summary of how the Proposer intends to comply with the 30 percent small business participation goal.
5. Identify a primary contact person. This person should attend the oral interview session. Prior to the interviews, the Authority may issue additional instructions regarding number of participants or information regarding capacity of the room..

C. Proposal Team Experience and Qualifications

1. Describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, and a resume for each professional.
2. Include an estimate of how many hours each professional will be assigned to the contract and what tasks each professional will perform including subcontractor hours. The selected Contractor shall not cause members of the Proposal team to be substituted without prior approval of the Authority.

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D. Schedule of Tasks

1. The Proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work, timeframe and deliverable due dates for each task.
2. The schedule shall specify the estimated hours to accomplish each task.
3. The schedule shall be in accordance with the milestones listed in the Scope of Work section of Attachment F.

E. Previous Work Products

The Proposer must have knowledge of various funding alternatives needed to implement a project of this magnitude. The Proposer must demonstrate its ability to develop dynamic financing models. The Proposer must provide detailed descriptions and documented results of previous work and experience.

Describe and provide at least one example of a similar financial analysis plan that demonstrates successfully completed relevant work by your organization or team.

F. Client References

1. Names, current addresses and telephone numbers for a minimum of three (3) clients for whom the Proposer (i.e. the prime Proposer submitting a Proposal, the joint venture submitting a Proposal, or each individual prime member of a joint venture) has performed similar work.
2. All references must have been from multi-million dollar engagements.
3. At least one reference must be a public entity.
4. Include the title of the project or assignment, scope of the assignment, name of each proposed team member working on that project or assignment, and the date of service of the agreement.
5. Briefly describe how the past project or assignment identified provide the experience preferred in this RFP.

5.3.3 PART 3, COST PROPOSAL

The Proposer must submit Cost Proposal information as required in Attachment E, and will be deemed the equivalent of a formal bid submission under the Public Contract Code. Rates and personnel shown must reflect rates and personnel to be charged if you were chosen as the Contractor for this RFP.

The Proposer must submit total costs of the contract by task, with a detailed breakdown showing how the costs were determined as follows:

1. Identification of position/classification titles funded
2. Percentage of time devoted to the work

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3. Full loaded rates, based on actual costs plus fee
4. Travel and per diem expenses
5. Other direct costs
6. Subcontractors with the same type of cost details
7. Other costs (if any)

NOTE: The cost information provided will **not** be kept confidential.

The Authority shall compensate the successful Proposer for actual hours worked. The cost information will become a part of the final contract. The entire term of the contract and projected rate increases must be considered when preparing the budget. The rates bid are considered capped and shall not change during the term of the contract. The Contractor shall only be reimbursed for the actual billing rates up to the rate cap identified in the Cost Proposal.

All Cost Proposals must include anticipated reimbursable expenses. The rates listed on the Cost Proposal Worksheet shall be fully loaded and include all direct and indirect costs, including overhead and taxes incidental to the specified rates.

6 EVALUATION

This section explains how the Proposals will be evaluated and scored. Proposals will be evaluated and scored based on their responses to the information requested in this RFP.

The entire evaluation process from receipt of Proposals to the posting of the Notice of Proposed Award is confidential.

6.1 PROPOSAL EVALUATION

Proposals received will be evaluated and the contract awarded in the following manner, in accordance with Public Contract Code section 10344(c):

6.1.1 STAGE ONE: FULFILLMENT OF RFP MANDATORY FORMAT

Each Proposal received in accordance with the time and date set for receipt of Proposals is opened and examined to determine compliance with the RFP format requirements and administrative requirements (Part 1). If a Proposal is not rejected for technical reasons, it may still be rejected if it is deemed non-responsive.

6.1.2 STAGE TWO: EVALUATION OF PROPOSALS

Proposals that meet the Stage One evaluation requirements shall be submitted to the Authority for Stage Two technical evaluation. The Authority will evaluate and score Proposals using the methods specified in this RFP.

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The Authority will evaluate and score all eligible Proposals based on the Evaluation Criteria in Attachment A. There are 500 points possible for the Technical Proposal, distributed as identified in Attachment A. The Authority may, at its discretion, seek clarification in writing of any point in the written Technical Proposal.

Note on the Cost Proposal Evaluation: The Proposer shall submit a Cost Proposal depicting their projected hours per task over the four-year term of the contract (see Exhibit A Cost Proposal Format for sample). A Cost Proposal can receive a maximum of 300 points.

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

(Lowest Cost Proposal/Other Cost Proposal) x 300 points = Other Cost Proposal Score

The Cost Proposal score will be added to the Technical Proposal score, for a maximum possible technical score of 800 points.

Those Proposers not meeting the minimum technical score of 680 points may not be interviewed.

6.1.3 STAGE THREE: INTERVIEW

Proposers passing the technical and cost evaluation will be scheduled for a mandatory interview to be conducted at the Authority headquarters, 770 L Street, Suite 620, Sacramento, California. The Authority will use standard questions to conduct the interviews. Proposer responses will be scored in accordance with the criteria contained in Attachment C. There are 200 points possible for the interview.

6.2 PROPOSAL SCORING

The Authority will award points based upon the information provided in the Proposal according to the criteria included in this RFP. Proposals will be evaluated and scored by the Authority on a consensus basis.

6.3 NOTICE OF PROPOSED AWARD

After scoring, the Notice of the Proposed Award will be posted for five (5) working days at the Authority's headquarters in Sacramento, and on the Authority's website. Proposers will be notified when the Notice of Proposed Award has been posted.

6.4 CONTRACT REQUIREMENTS AND EXECUTION PROCESS

The contracts for both Primary and Secondary Contractors will be awarded to the responsive Proposers whose Proposals are given the first and second highest total scores by the Authority. The responsive Proposer with the highest total score will be invited to contract with the Authority for the Primary contract under this RFP, and the responsible Proposer with the second highest total score will be invited to contract with the Authority for the Secondary contract under this RFP.

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The rates submitted in the Cost Proposal will be incorporated into the Contract as the Budget Detail.

The Authority will not consider any changes to the Standard Contract "terms and conditions" contained in this RFP. If, for any reason, a successful Proposer does not sign the Contract documents within a reasonable time, the Authority may eliminate that Proposer from its award list and select the next highest ranked Proposer.

If the Authority cannot reach a contract with the highest ranked Proposer, the contract will be offered to the second highest ranked Proposer, and so on, until the Primary contract is executed. At the point, the next highest ranked Proposer will be invited to execute the Secondary contract.

6.5 NO CONTRACT UNTIL SIGNED & APPROVED

No contract between the Authority and the successful Proposer is in effect until the contract is signed by the Contractor, signed by the Authority, and approved by the Department of General Services.

6.6 SUBCONTRACTORS

The Proposer must submit the information required in the Team Qualifications and Experience section of the Proposal for all Subcontractors, including SBs, MBs, and DVBEs. Cost Proposals shall also be submitted for all Subcontractors and comply with the requirements in Section 5.3.3.

6.7 UNSUCCESSFUL PROPOSALS

After the Notice of the Proposed Award is posted, Proposers may request a debriefing meeting with the Authority Office of Procurement and Contracts. The meeting shall be requested within 10 working days from the date of the Notice of Proposed Award. The debriefing meeting is an opportunity for an unsuccessful Proposer to learn why their particular Proposal was not successful and may provide insight to improving Proposal preparation for future solicitations. Any requested debriefing meetings will occur after execution of the contract.

6.8 PROPOSERS' ADMONISHMENT

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Proposers, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Proposer responsibilities. Proposers must take the responsibility to carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting a Proposal.

6.9 COST OF DEVELOPING PROPOSAL

The Proposer is responsible for the cost of developing a Proposal, and this cost cannot be charged to the State.

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6.10 ERRORS IN THE RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer shall immediately notify the Authority of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the RFP, without divulging the source of the request for clarification. The Authority shall not be responsible for failure to correct errors.

6.11 IMMATERIAL DEFECT

The Authority may waive any immaterial defect or deviation contained in a Proposal. The Authority's waiver shall in no way modify the Proposal or excuse the successful Proposer from full compliance.

7 SMALL BUSINESS PREFERENCE

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

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

This RFP is also subject to a participation requirement of 3 percent certified California DVBE as set forth in Public Contract Code Section 10115 *et seq.* as a Minimum Requirement. Proposers shall include the percentage of Work assigned to each qualified DVBE on Form A. The Offeror shall also submit copies of current DVBE certifications for all DVBEs claimed towards the 3 percent DVBE participation requirement. Copies of the certifications are not included in the page count and should be attached to the Transmittal Letter.

The Authority SB/DBE Program Plan will be incorporated by reference into any contract resulting from this procurement. The Proposer is advised to read and become familiar with the Authority SB/DBE Program Plan, which includes the requirements for 100% state-funded contracts, and may be found on the Authority's Small Business Policy and Program web page:

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

Small Business Preference Scoring Based on Highest Scored Proposal

The five percent (5%) small business preference or non-small business subcontractor preferences are used for evaluation purposes when determining a contract award in the following situations:

A. There is at least one small business competing, and award of the contract is to be made to the highest scored responsive Proposal submitted by a responsible Proposer following an evaluation process that weighs factors other than price, together in a formula with price. The preference shall be computed as follows:

1. The Authority shall specify the minimum number of points (680 points), that a Proposal must receive in order to be deemed responsive and of acceptable quality. If a small business does not achieve the specified minimum number of points, it shall not be entitled to the five percent (5%) preference.

2. Five percent (5%) of the score of the highest scored responsive Proposal submitted by a responsible non-small business is computed as specified in the procurement. The result of the calculation is a number that represents the preference points.

3. The preference points are then included in the formula as specified in the procurement to determine the highest scored bidder.

B. There is at least one non-small business competing that is subcontracting at least thirty percent (30%) of its net price bid to one or more small businesses, and award of the contract is to be made to the highest scored responsive bid submitted by a responsible bidder following an evaluation process that weighs factors other than price, together in a formula with price. The preference shall be computed as follows:

1. The awarding department shall specify the minimum number of points (680 points), that a Proposal must receive in order to be deemed responsive and of acceptable quality. If a non-small business does not achieve the specified minimum number of points, it shall not be entitled to the five percent (5%) preference.

2. If the non-small business achieves the specified minimum number of points, five percent (5%) of the score of the highest scored responsive bid submitted by a responsible non-small business that is not subcontracting a minimum of thirty percent (30%) of its net price bid to one or more small businesses is computed as specified in the solicitation. The result of the calculation is a number that represents the preference points.

3. The preference points are then included in the formula as specified in the procurement to determine the highest scored bidder.

If, after application of the small business preference to the bid of a small business, that bid is equal to the highest scored bid offered by a responsible non-small business, as applicable, the contract shall be awarded to the small business for the amount of its bid.

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If, after application of the non-small business subcontractor preference, a responsible non-small business that has submitted a responsive bid is the lowest bidder, and does not displace a small business from winning the award, the contract shall be awarded to the non-small business for the amount of its bid.

In the event of a precise tie between the bid of a small business and the bid of a disabled veteran business enterprise that is also a small business, the award shall go to the disabled veteran business enterprise that is also a small business.

8 PROTEST PROCEDURES

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

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code § 10344(c).
- During the five working days that the Notice of the Proposed Award is posted, protests must be filed with DGS and the Authority's Point of Contact listed in Section 3.1 of this RFP.
- All Proposals and all evaluation and scoring sheets will be available for public inspection at the Authority's office in Sacramento after the Notice of Proposed Award is posed.
- Within five days after filing the protest, the protesting Proposer must file with DGS and the Authority's Point of Contact a full and complete written statement specifying the grounds for the protest if the original protest did not contain the complete grounds for the protest. All protests must be made in writing, signed by an individual authorized to bind the Proposer.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Proposer and the Authority for the DGS hearing officer consideration.
- Protests must be mailed or delivered as directed below, with a courtesy copy mailed or delivered to the Authority's Point of Contact listed in Section 3.1 of this RFP.

  Department of General Services
  Office of Legal Services
  Attention: Protest Coordinator
  707 Third Street, 7th Floor, Suite 7-330
  West Sacramento, CA 95605
  FAX: (916) 376-5088

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ATTACHMENT A: CRITERIA FOR AWARDING POINTS TO THE TECHNICAL PROPOSAL

		Maximum Score	Actual Score
1.	**Approach and Methodology and Team Organizational Structure** • Proposal is complete and thorough in addressing all of the tasks defined in the Scope of Work • Proposal demonstrates an overall approach to the Financing Strategy • Proposal demonstrates the ability to complete all aspects of the contract • Proposal demonstrates experience in administering contract costs, maintaining schedules, and quality control of deliverables • Proposal demonstrates clear understanding of the Scope of Work and deliverables to meet contract goals • Proposal demonstrates understanding of necessary steps required to develop a robust financial strategy	125	
2.	**Proposer Team Experience and Qualifications** • Proposal provides an appropriate and efficient contract management team with experience in financial planning • Proposal demonstrates clear roles and responsibilities among team • Proposal team education and experience are relevant to the Scope of Work • Proposal team has prior experience working together • Proposal management team demonstrates commitment and availability • Proposal team experience in working with state agencies • References exhibit past satisfactory performance	150	
3.	**Schedule of Tasks** • Proposal demonstrates efficient contract management and administrative methods • Proposed strategy presents a clear and logical framework. • Proposal illustrates knowledge and understanding of federal, State, regional, local, and general public issues related to financing the Project • Proposal schedule is specific and consistent with State objectives • Proposal shows clear understanding of contract Terms and Conditions	100	
4.	**Examples of Prior Work** • Ability to deliver relevant, meaningful work products, financial analysis is easily understood	125	
5.	**Small Business Preference (Pursuant to Govt. Code §§ 14837-14838)** • See Section 7, Small Business Preference for Scoring Details		
	Total Technical Proposal Score	500	
	Small Business Preference (If Applicable)		
	DVBE Incentive (If Applicable)		
	Total Cost Proposal Score	300	
	Total Proposal Score (Technical + Cost)	800	

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Minimum points (Cost + Technical) required to participate in Interviews: 680 (85%). Proposals not attaining a minimum score from the combined Technical and Cost sections may be eliminated from further competition.

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ATTACHMENT B: CRITERIA FOR AWARDING POINTS FOR THE COST PROPOSAL

COST PROPOSAL CRITERIA	MAX POINTS	SCORED POINTS
Cost		
Cost Proposal Total: (Lowest Cost Proposal/Proposer's Cost Proposal) x 300 =	300	
Total Cost Score	300	
Total Technical Points	500	
Maximum Points (Cost +Technical)	800	

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ATTACHMENT C: CRITERIA FOR AWARDING POINTS FOR THE INTERVIEW

INTERVIEW EVALUATION CRITERIA	MAXIMUM POINTS		SCORED POINTS (0-200)
• Demonstrated knowledge of financing megaprojects. • Demonstrated clear understanding of public and private financing mechanisms. • Demonstrated understanding of the critical project success factors (identification of viable and feasible financing options, accurate and timely financial projections). • Demonstrated evidence of prior project experience with challenges of this magnitude and complexity. • Proposer's ability to integrate their ideas into the Authority's Goals and Objectives. • Response to the Authority's questions pertaining to the presentation. • Professionalism of presentation.	200		

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ATTACHMENT D: FINAL SCORING WORKSHEET

	Maximum Points	Scored Points
Total Technical and Cost Evaluation Score - MAX 800	800	
Interview - MAX 200	200	
TOTAL SCORE – MAX 1000 (Technical Evaluation + Cost Evaluation + Interview)	1000	

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ATTACHMENT E: COST PROPOSAL FORMAT

Note: Proposers are to provide their projected hours/billing rate for each task over the four year contract term.					
2.1	**Perform financial assessment and analysis of the Project or segments of the Project.**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				$	$
				Task Subtotal	**$**
2.2	**Assess existing financial plans and develop future funding plans for the Project or segments of the Project.**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				$	$
				Task Subtotal	**$**
2.3	**Identify and analyze potential funding and financing sources for the Project or segments of the Project.**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				$	$
				Task Subtotal	**$**
2.4	**Analyze and evaluate delivery methods for the Project.**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				$	$
				Task Subtotal	**$**
2.5	**Provide financial procurement assistance during Project procurements.**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				$	$
				Task Subtotal	$

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2.6	**Prepare analysis for the Authority's Business Plan and other Authority planning documentation and financial reports**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				$	$
				Task Subtotal	**$**
2.7	**Develop non-ticket and other revenue analyses and plans**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				$	$
				Task Subtotal	**$**
2.8	**Analyze financial elements of major contracts, contract data, processes and potential gaps**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				$	$
				Task Subtotal	**$**
2.9	**Provide analysis on existing and recommended future processes and procedures to enhance the newly developed Financial Office.**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				Task Subtotal	**$**
2.10	**Contract Management**				
	EMPLOYEE	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
				$	$
				$	$
				$	$
				Task Subtotal	**$**
				Subtotal All Tasks	**$**
				Other Direct Costs	$
				Total Contract Costs	$

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ATTACHMENT F: STANDARD CONTRACT

EXHIBIT A

1. Background and Purpose

1.1. The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.

1.2. The Authority may enter into agreements with private and public entities for design, construction and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code Section 185036.

1.3. This Agreement (Agreement) is between the High-Speed Rail Authority, an agency of the State of California, and _____, a _____.

1.4. To facilitate the construction of the California High-Speed Rail Project (Project), the Authority requires Contractor to perform work as described in Section 2 of this Exhibit.

1.5. All inquiries during the term of this Agreement will be directed to the representatives identified below:

Authority	**Contractor**
Contract Manager:	Contract Manager:
Address:	Address:
Phone:	Phone:
E-mail:	E-mail:

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

2. Scope of Work

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

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

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

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

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

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

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

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

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

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

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

2.3.1.1 Analyze potential financing sources and structuring plans, including alternative and innovative financing. Sources may include governmental purposes tax-exempt bonds, tax-exempt Private Activity Bonds, Transportation Infrastructure Finance and Innovation Act (TIFIA) loans, private financing including taxable bonds and bank loans, private placement financing, private equity, vendor financing, infrastructure banks, tax credit bonds, Railroad Rehabilitation & Improvement Financing (RRIF) loans, federal credit enhancement structures and lines of credit, and foreign export development banks.

2.3.1.2 Assist the Authority in coordinating meetings with potential equity investors, lenders, and international and domestic developers and investors in high-speed rail systems.

2.4. Analyze and evaluate delivery methods for the Project.

2.4.1. The Contractor shall analyze and evaluate various delivery models for the Project. As part of this task, the Contractor shall prepare a delivery options report that discusses the various delivery models and provide qualitative and quantitative considerations for

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the Authority to use in finalizing future delivery models for segments and elements of the Project.

2.5. Provide financial procurement assistance during Project procurements.

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

2.5.1.1 Assist with review and development of documents.

2.5.1.2 Evaluation of financial capacity of Request for Qualifications (RFQ) and Request for Proposals (RFP) respondents.

2.5.1.3 Assist with discussions with industry respondents and evaluation of commercial alternatives.

2.5.1.4 Assist with activities related to commercial and financial close processes.

2.6. Prepare analysis for the Authority's Business Plan and other Authority planning documentation and financial reports.

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

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

2.7.1. The Contractor shall develop analyses and plans for ancillary and non-ticket revenue which shall include analyzing the potential revenue generation from these types of opportunities, based on inputs provided by the Authority and Authority consultants.

2.8. Analyze financial elements of major contracts, contract data, processes and potential gaps.

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

2.9 Provide analysis on existing and recommended future processes and procedures to enhance the newly developed Financial Office. This task includes, but is not limited to:

2.9.1 Financial Information Technology (IT) solutions and feasibility study reports.

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2.9.2 Operations of the Financial Office: Contract/Procurement/Budget and Accounting.

2.9.3 Desk procedures and policies of the Financial Office.

2.10 **Contract Management**

2.10.1. Contractor shall produce the products and services necessary to meet the Scope of Work. Within 30 days of notification that the contract has been approved and notification to proceed has been provided by the Authority's Contract Manager, the Contractor and the Authority shall confirm the project policy objectives and priorities; and agree upon a management plan with detailed tasks, deliverable, schedule and budget per Task Order.

2.10.2. Key contract management tasks include, but are not limited to: a kick-off meeting, progress reports, and a final meeting. Please note that prior to the submission of any final document or deliverable, a review period will be required of the draft incorporating comments and direction from the Authority and any other designated parties.

2.10.3. <u>Kick-off Meeting</u>

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

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

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

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

An updated Schedule of Deliverables

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

3 Task Orders

3.9 Task Orders shall be prepared by the Authority's Contract Manager and reviewed by the Contractor in accordance with the Task Order Expectation Documents. All Task Orders

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shall include the portions of the Scope of Work for which the Task Order authorizes Work, schedule, and budget.

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

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

3.12 Other information may be required at the request of the Authority Contract Manager. The Authority shall provide the Contractor electronic templates of Task Order formats and required boilerplate language. All personnel to be used in the Task Order shall be among those identified in the Contractor's Cost Proposal.

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

3.14 Any services to be provided by the Contractor shall only be performed pursuant to a Task Order that provides a detailed description of the services performed, the time frame for the Work to be performed, the not to exceed amount to be charged, and the estimated expenses.

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

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

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

3.18 Contractor will be required to submit a Cost Proposal for the prime Contractor team and for all Subconsultants. The Contractor and all Subcontractors shall maintain an acceptable cost accounting system and a time recording system which is Task Order specific. The Contractor may be required to maintain time records on a sub-task basis.

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

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

4 Term

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

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EXHIBIT B

1. Budget Contingency Clause

1.1 It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the successful Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.

1.2 After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Contractor to reflect the reduced amount.

2. Invoicing and Payment

2.1 For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to compensate the Contractor. The billing rates in the Budget Detail are rate caps. Actual overhead rates will be adjusted on an annual basis. The Budget Detail is attached as Attachment B-1 to this Agreement.

2.2 No payment shall be made in advance of services rendered.

2.3 The total amount payable by the Authority for this Agreement shall not exceed the amount on the Std. 213. It is understood and agreed that this total is an estimate and the actual amount of work requested by the Authority may be less.

2.4 Provide one original and two copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than 30 calendar days after completion of each billing period or upon completion of a task to:

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

accounting@hsr.ca.gov

(1 original and 1 copy)

AND

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

3. Payment Request Format

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3.1 The Authority will accept computer generated or electronically transmitted invoices. The date of "invoice receipt" shall be the date the Authority receives the paper copy.

3.2 A request for payment shall consist of, but not be limited to, the following:

3.2.1 Agreement number, date prepared, and billing period.

3.2.2 The Contractor's billing rates by individual, inclusive of fees (hourly rate, fringe, indirect/overhead, general and administrative, fee, etc.). Worked performed is to be calculated on a pro rata basis in tenths of an hour. Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.

3.2.3 Other direct costs, including special equipment if requested by the Authority, travel, miscellaneous, and materials.

3.2.4 An indication if the Contractor is certified as a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise. Subcontractor and vendor invoices shall also indicate whether a subcontractor or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.

3.2.5 Backup documentation for audit purposes, and the Contractor shall retain back-up documentation for audit purposes available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.

3.2.6 Receipts for travel, including departure and return times.

3.2.7 By Task Order: cumulative amounts, budgeted per Agreement, billed to date, current billing, and balance of funds.

3.2.8 A documentation to support the progress of the work performed during the billing period.

3.2.9 A narrative that documents the process of the work during the billing period.

3.2.10 Any other deliverables due during the billing period.

3.2.11 Subcontractors' and vendors' invoices:

4. Travel and Per Diem Rates

4.1 The Contractor shall be reimbursed for pre-approved travel and per diem expenses using the same rates provided to non-represented state employees. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates at the following website:

http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

4.2 All travel not specified in a Task Order requires written authorization from the Authority's Contract Manager prior to travel departure. The primary worksite for this contract will be

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the Authority's office in Sacramento. Travel to the Contractor's approved office from other locations is not reimbursed under this Agreement unless specifically authorized.

4.3 The Contractor must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times for departure and return.

5. Prompt Payment Act

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

6. Excise Tax

6.1 The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Contractor. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

7. Invoice Disputes

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

8. Payment Retention Clause

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

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EXHIBIT C

GTC 610

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

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

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

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EXHIBIT D

1. Contract Management

1.1. The Contractor's Project Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Contractor may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.

1.2. The Authority may change its Contract Manager at any time by giving written notice to the Contractor.

2. Subcontracts

2.1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Contractor of his or her responsibilities and obligations under this Agreement. The Contractor agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.

2.2. Unless specifically noted otherwise, any subagreement in excess of $25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.

2.3. The Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State.

2.4. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

2.5. All applicable Contractors shall submit monthly progress reports on small businesses (SB), including microbusinesses (MB), and DVBE utilization to the Authority. The Authority and Contractors will keep a running tally of actual invoiced amounts by small businesses for work committed to them during the Agreement performance. The "Monthly SB Invoice Report Summary and Verification" will be used to keep the running tally. The SB Invoice Report Summary and Verification reporting requirements captures SB utilization at all tiers. This requirement shall also include any amended portion of the contract.

2.6. All Contractors shall submit the SB Invoice Report Summary and Verification as an attachment to and as verified by the invoice cover fact sheet submitted with each invoice. Civil penalties for knowingly providing incorrect information on SB Invoice Report Summary and Verification, are in the minimum amount of $2,500 and the maximum amount of $25,000. An action for a civil penalty under this subdivision may be brought by

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any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. (Military and Veterans Code Section 999.5(d)).

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

2.7.1. Name of each small business participating under the respective contract.

2.7.2. Type of work assignment designated to each small business.

2.7.3. The eligible dollars committed to each small business.

2.7.4. The eligible dollars invoiced to each small business during the reporting period.

2.7.5. The dollars invoiced to date for each small business.

2.7.6. The dollars invoiced to the small business as a result of a change order or other cost modification.

2.7.7. The dollars invoiced to date as a percentage of the total commitment to each small business.

2.7.8. The tier hierarchy of each Subcontractor.

2.7.9. An Authorized Contractor's Signature that certifies under penalty of perjury that it has complied with all SB Program requirements, including prompt payment and retainage requirements per state laws and the best practices of 49 C.F.R. Part 26.29, as applicable.

3. Confidentiality of Data

3.1. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

3.2. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Contractor further disclose such information or disseminate the same on any other occasion.

3.3. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.

3.4. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

3.5. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

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4. Confidentiality Clause

4.1. The terms and conditions of this Agreement and the Work described herein, including communication with third parties, are to be held confidential between the parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with state or federal law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

4.2. Contractor agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement. "Confidential Information" shall include all non-public business-related information, written or oral, disclosed or made available to the Contractor directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates, or representatives of the Contractor.

5. Conflict of Interest

5.1. The Contractor and its employees, and all of its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.

5.2. The Contractor may be required to submit an Economic Interest Statement (Fair Political Practices Commission's Form 700) from each employee or subcontractor whom the Authority's Legal Department, in consultation with the Authority Contract Manager or its designee, determines is a designated employee under the Political Reform Act subject to the requirements and restrictions of the Act. Such determination will be based on the nature of the work to be performed by the employee or subcontractor. Each employee and subcontractor determined to be a designated employee under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who performs the same nature and scope of work as the Contractor.

6. Settlement of Disputes

6.1. The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

6.2. To the extent not inconsistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in section 6.1 above will be decided by the Authority's Chief Financial Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Chief Financial Officer, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Contractor.

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

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

7. Termination

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

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

7.3. Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.

7.4. Contractor Claims Against this Agreement Under Early Termination: The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

8. Non-Waiver

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

9. Headings and Rules of Construction

9.1. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control of 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.

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10. Stop Work

10.1. The Authority's Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the work tasks in this Agreement.

10.2. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

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

10.4. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within 30 days from the date of receipt of the stop work notice.

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EXHIBIT E

1. Order of Precedence

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

1.1.1. Terms of this Agreement and any amendments.

1.1.2. Approved Task Orders.

2. Limitation of Liability

2.1. Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the contract value as stated on the Std. 213..

2.2. The foregoing limitation of liability shall not apply (i) to any liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

2.3. The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the the contract value, as stated on the Std. 213.. Nothing herein shall be construed to waive or the State's sovereign immunity or any other immunity from suit provided by law.

2.4. In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section 2.2(i), 2.2(ii), or 2.2(iv) above.

3. Indemnification

3.1. Contractor agrees to indemnify, defend, and hold harmless the Authority, Federal Railroad Administration, State of California, their officers, agents and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence of wrongful acts, errors or omissions of the Contractor. The Contractor will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or wrongful acts,

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

3.2. This provision is in addition to the Indemnification requirements contained in the GTC-610. If this provision conflicts with the GTC-610, the terms of the GTC-610 control over the terms of this clause.

4. Evaluation of the Contractor

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

5. Ownership of Data

5.1. During the term of this Agreement and upon completion of any and all work under this Agreement, all intellectual property rights, ownership and title to all report, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data.

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

5.3. "Generated data" is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall by the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement. "Generated data," as defined herein, shall not include proprietary data, as defined below.

5.4. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Authority access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.

6. Standard of Care

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

6.1.1. The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances;

6.1.2. The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and

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

7. Damages Due to Errors and Omissions

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

7. Legal Notice

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

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

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

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

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

8. Licenses and Permit

8.1. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at its sole expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

8.2. If the Contractor is located within the State of California, a business license from the city/county in which the Contractor is headquartered is necessary; however, if the Contractor is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If the Contractor's headquarters is located outside the State of California, the Authority requires a copy of the business license or incorporation papers for the company's respective state showing that the company is in good standing in that state, and proof of registration as a foreign corporation qualified to do business in California.

8.3. In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, Contractor agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

9. Insurance

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

9.2. Workers' Compensation Insurance

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

9.3. General Liability Insurance

9.3.1. The Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

9.4. Automobile Liability Insurance

9.4.1. The Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000)

combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

9.5. Professional Liability (Errors & Omissions) Insurance

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

9.6. Other Provisions or Requirements

9.6.1. Proof of Insurance

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

9.6.2. Duration of Coverage

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

9.6.3. Authority's Rights of Enforcement

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

9.6.4. Acceptable Insurers

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

9.6.5. Waiver of Subrogation

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

9.6.6. Enforcement of Contract Provisions (non estoppel)

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

9.6.7. Requirements not Limiting

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

9.6.8. Notice of Cancellation

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

9.6.9. Additional Insured Status

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

9.6.10. Authority's Right to Revise Specifications

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

9.6.11. Self-insured Retentions

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

9.6.12. Timely Notice of Claims

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

9.6.13. Additional Insurance

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

9.6.14. Subcontractors

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

10. Computer Software

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

11. Ownership/Inventory/Disposition of State Equipment

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

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

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

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

12. Contingent Fee

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

13. Non Eligible Alien Certification

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

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

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

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

14. The California Environmental Quality Act

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

ATTACHMENT G: SAMPLE TASK ORDER DOCUMENTS

SAMPLE WORK ORDER EXPECTATION DOCUMENT

Task Order ID #XXX-XXXX, and Name

The purpose of this document is to ensure that the content of this referenced Task Order meets the requirements documented in the contract between the Authority and the Contractor. This Expectation Document will be developed at the beginning of the task to ensure the Authority and the Contractor agree to what will be provided and accepted for this Task Order. The signatures below indicate the Authority and the Contractor agree to the detailed Task Order Description and the Acceptance Criteria as listed below. The sections below are based on the Contract's task requirements and the actions/tasks required in order for the Contractor to provide the completed Task Order.

Task Order Identification		
Task Order ID	**Task Order Name**	**Contract Reference**
FINO-XX-XXX	*Financial System Requirements*	HSR15-91x

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

Hours by Classification to complete task			
Classification	***Hours***	***Rate/hr***	***Costs***
Engagement Exec.	***1200***	***$450***	***$ 540,000***
Engagement Mgr.	***1000***	***$400***	***$ 400,000***
Lead	***1200***	***$380***	***$ 456,000***
Deputy	***1600***	***$350***	***$ 560,000***
Contract Administrator	***1300***	***$80***	***$ 104,000***
Systems Analyst	***800***	***$200***	***$ 160,000***
Accounting Analysts	***8200***	***$150***	***$1,230,000***
Associate	***3600***	***$180***	***$ 648,000***
Support Analyst	***2000***	***$150***	***$ 300,000***
		TOTAL COST	***$4,398,800***

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Acceptance Criteria
Task Scope: The Contractor shall document its analysis of the Authority's financial elements of major contracts, financial and construction contract data, processes, systems and alternatives. The deliverables of this task shall be: **1 Draft Financial System Recommendations Report** **2 Financial System Recommendations Report** **3 Financial System Requirements** **4 Updated Status report on Contract Activities**

Task Order Schedule	
Planned Delivery Date:	**1 Draft Financial System Recommendations Report – each May starting 2017** **2 Financial System Recommendations Report- each July starting in 2017** **3 Financial System Requirements – August 2017** **4 Updated Status report on Contract Activities - Monthly**
Actual Delivery Date:	**1 Draft-BPR and Financial System Recommendations Report - _____ 2017** **2 Final- BPR and Financial System Recommendations Report- _____ 2017** **3 Financial System Requirements – _____ 2017** **4 Updated Status report on Contract Activities - Monthly**

Approved by:	Signature and Date
Authority Contract Manager ***Name and Title***	
Contractor ***Name and Title***	

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SAMPLE WORK ORDER ACCEPTANCE COVERSHEET

Task Order # and Name

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

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

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

The Authority has reviewed the following task:

Task ID, Name, and Version	
Date Delivered to the Authority:	*Date: July 14, 2017*
Contract:	*Contract #HSR15-91x*
Received by:	*Name and Title: Contract Manager*
Date of Walkthrough:	*Date: July 19, 2017*
Agreed Review Period:	*5 days*
Task Disposition:	*Accepted or Rejected*
Date Accepted/Rejected:	*Date July 19, 2017*

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

Reason for Rejection
This area will be the description of any items to be addressed for task resubmittal.

Accepted/Rejected by:	**Signature and Date**
Authority Contract Manager ***Name and Title***	
Contractor ***Name and Title***	

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Forms and Certifications

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

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

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

(Add rows/pages as needed)

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

	Organization Name, Address, and Telephone
Signature of Team Representative	
Printed Name	
Title	
Date	

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Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

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

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

2. Disclosure

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

3. Explanation

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

4. Certification

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

_____
Signature

_____
Printed Name

_____
Printed Title

_____
Consultant

Form C: DVBE Declaration (STD. 843)

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

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

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

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

Form D: Bidder Declaration

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

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

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

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

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

www.documents.dgs.ca.gov/ols/**CCC-307**.doc

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

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

AFFIDAVIT

STATE OF _____ §

§

§

COUNTY OF _____ §

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

_____
(Contact Name)

is the Official Representative of

_____,
(Consultant's Name)

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

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

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

[Signature Page Follows]

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

Signature Page

_____
Signature

_____
Printed Name

_____
Title

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

_____ [SEAL]
Notary Public in and for said County and State

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 RFP HSR#15-91 Financial Advisor Services for the California High-Speed Rail Authority.

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

Date: _____

Entity: _____

_____
Signature

_____
Printed Name

_____
Title

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

Cert. 4: Darfur Contracting Act Certification

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

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

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

OR

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

OR

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

CERTIFICATION for Paragraph No. 3

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

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

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

Primary Covered Transactions

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

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

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.

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

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

☐ Certify to the above ☐ Cannot certify to the above.

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

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

	Organization Name, Address, and Telephone
Signature of Person Certifying	
Printed Name	
Title	
Date	

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

Lower Tier Covered Transactions

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

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

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

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

☐ Certify to the above ☐ Cannot certify to the above.

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

Organization Name, Address, and Telephone

Signature of Person Certifying

Printed Name

Title

Date

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Cert. 7: Non-Collusion Affidavit

State of _____ §
§
§
County of _____ §

The undersigned declares:

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

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

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

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

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

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

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

That all statements contained in the Proposal are true.

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

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

_____
(Consultant)

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

_____
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 Consultant, all joint venture members of the Consultant, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

_____
(Name of entity making certification)

Check one of the following boxes:

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Consultant, relationship to the Consultant: _____

Cert. 9: Non-Discrimination Certification

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

	Organization Name, Address, and Telephone
Signature of Person Certifying	
Printed Name	
Title	
Date	

Cert. 10: Certification Regarding Lobbying

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

a) No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20 _____.

Company Name: _____

By: _____

(Signature of Company Official)

_____

(Title of Company Official)

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