



# CALIFORNIA

## High-Speed Rail Authority

**Request for Qualifications for ROW Engineering and Survey Support  
Services for Pacheco Pass**

**RFQ No.: RFX16-11**

**January 19, 2017**



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- Form A: Schedule of Subcontractor(s)/ Subconsultant(s)
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## INTRODUCTION

### 1 California High-Speed Rail Authority Background

The California High-Speed Rail Authority (Authority) is responsible for planning, designing, building, and operation of the first high-speed rail system in the nation. The California High-Speed Rail (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, the System will run from San Francisco to the Los Angeles basin in under three hours at speeds capable 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 state-wide 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 section 185036. Additional authority for a State agency to enter into this Agreement includes but is not limited to, Government Code sections 4525, *et seq.*

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

Any services or work performed must be consistent and/or compliant with 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/1112/bill/sen/sb\\_10011050/sb\\_1029\\_bill\\_20120718\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/1112/bill/sen/sb_10011050/sb_1029_bill_20120718_chaptered.pdf).
- California High-Speed Rail Program 2016 Business Plan (2016): [http://www.hsr.ca.gov/About/Business\\_Plans/2016\\_Business\\_Plan.html](http://www.hsr.ca.gov/About/Business_Plans/2016_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/HSRFRA\\_CooperativeGrantAgreement\\_Amendment6\\_051816\\_Redacted.pdf](http://www.hsr.ca.gov/docs/about/funding_finance/funding_agreements/HSRFRA_CooperativeGrantAgreement_Amendment6_051816_Redacted.pdf)

### 2 Purpose and Overview of RFQ

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

1. The Authority is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offeror) for Right-of-Way (ROW) Engineering and Survey Support Services for Pacheco Pass. The purpose of this RFQ is to award an agreement (Agreement) to one (1) successful Offeror (Consultant) to provide ROW Engineering and Survey Support Services to include, but



- not be limited to, providing personnel and expertise to prepare ROW appraisal maps, legal descriptions, surveys, staking, and exhibits in support of ROW acquisition and other requested services on a Task Order basis under the direction of the Authority's Director of Real Property.
2. This procurement consists of evaluating SOQs in response to this RFQ with the intent to award an Agreement to a successful, responsive, qualified Offeror whose qualifications conform to the requirements of this RFQ and are considered the most qualified by the Authority.
  3. The selected Offeror may be working with the Federal Railroad Administration (FRA), Surface Transportation Board (STB), California Public Works Board (PWB), California Department of Transportation (Caltrans), California Department of General Services (DGS), other partnering agencies and contractor(s) on the California High-Speed Rail Project.
  4. The term of the Agreement resulting from this RFQ will be 4 years.
  5. The not-to-exceed dollar value for this Agreement is \$4 million.
  6. Any services to be provided by the successful Offeror shall only be performed pursuant to a task order that provides a detailed description of the services to be performed, the time for the Work to be performed, not to exceed amount to be charged, and estimated costs.
  7. 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.
  8. The Authority requires its professional consultants to provide services of the highest quality within a constrained schedule in order to meet program commitments. It is acknowledged by the Offeror that time is of the essence in the performance of each assigned task. The services and any defined deliverables shall be completed and delivered to the Authority or its agent in a prompt and timely manner so as to permit the effective review and deployment of the deliverable by the Authority during and throughout the performance of any Agreement resulting from this procurement.
  9. The RFQ shall follow the process in California Code of Regulations, Title 21, Division 6, sections 10000.1 et seq., and the evaluation/selection will be based on the factors/criteria contained in Attachments A through C.
  10. The Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts, dated August 20, 2012, establishes a 30 percent Small Business (SB) utilization goal, which is inclusive of a ten percent Disadvantaged Business Enterprise (DBE) goal and a three percent Disabled Veteran Business Enterprises (DVBE). Further details about the Authority's goal and its SB/DBE program may be found on the Authority's website at:  
[http://www.hsr.ca.gov/Programs/Small\\_Business/index.html](http://www.hsr.ca.gov/Programs/Small_Business/index.html).
  11. The Consultant may be expected to work in close cooperation with the Authority's program management consultant.
  12. For each task order and/or workplan, the Consultant may be required to propose performance targets and measures suitable for measuring performance towards the Authority's performance objectives, which will be provided to the Consultant when the task orders and/or workplans are established.



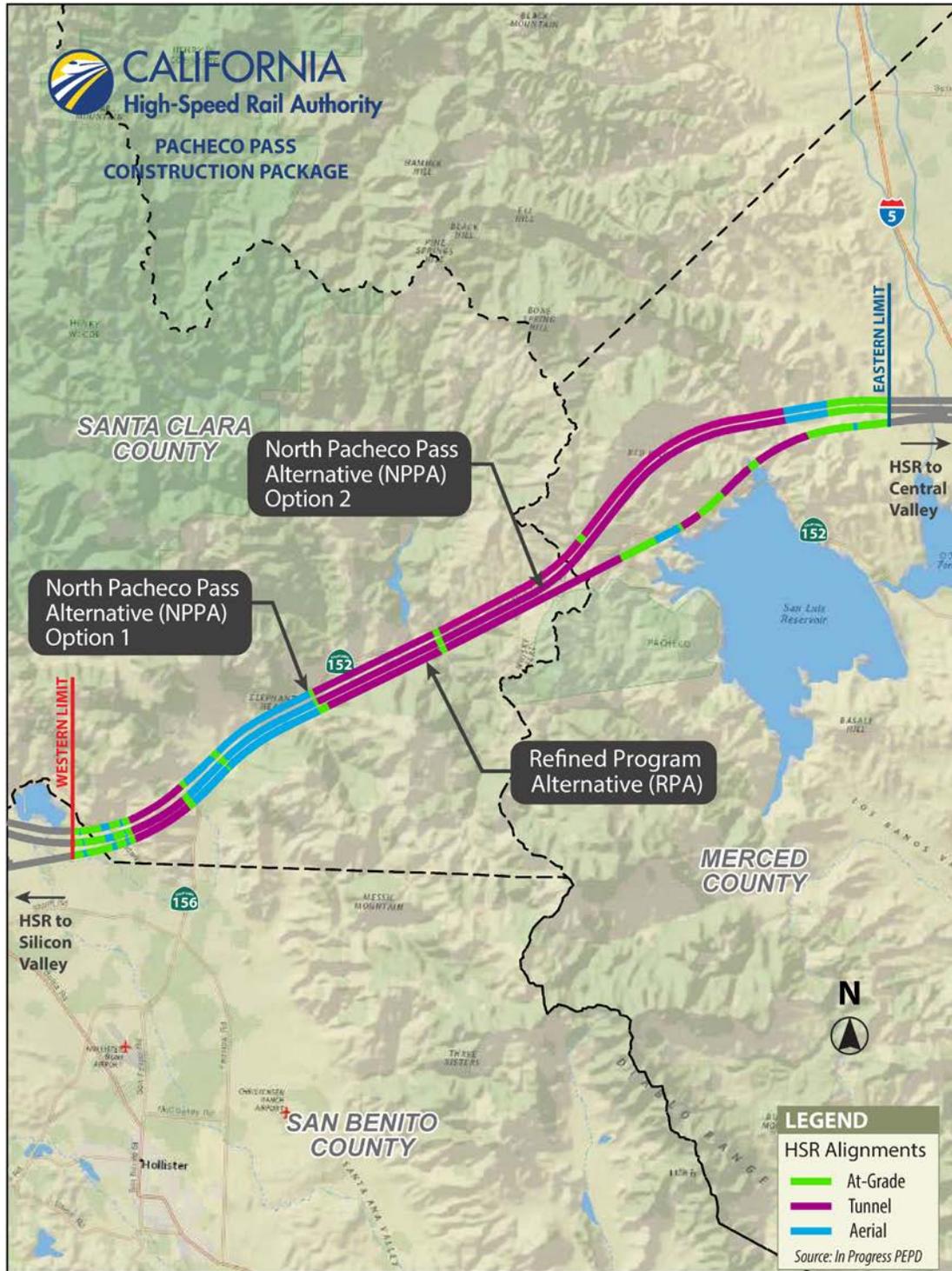
13. Negotiations shall be held with the top ranked Offeror.
14. The RFQ will be available in electronic format on the State's Contract Register at <http://caleprocure.ca.gov> and a link can be found on the Authority's website at [http://www.hsr.ca.gov/About/Doing\\_Business\\_with\\_HSR/contracts\\_for\\_bid.html](http://www.hsr.ca.gov/About/Doing_Business_with_HSR/contracts_for_bid.html).
15. All questions regarding this RFQ must be submitted in writing to the individual identified in Section 3.1 of this RFQ by the date and time listed in Table 1. Responses to questions submitted will be posted on the State's Contract Register for the benefit of all Offerors.

## **2.1 Background for the RFQ**

To facilitate design and construction of the System, the Authority requires ROW Engineering and Survey Support Services for the Initial Operating Segment as amended by any future adopted Business Plan. The initial work will be located in the Central Valley in the Merced to Fresno and Fresno to Bakersfield Project Sections (see Figure 1). As the Authority's program evolves, other geographic locations may be added later at the Authority's direction. Attachment D, Exhibit A of this RFQ represents the full scope of services which the selected Consultant may be asked to perform. A map of the area to which the Work will relate is included below as Figure 1.



Figure 1: RFQ Section Map



DRAFT—NOVEMBER 4, 2016



## 2.2 Definitions

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

**Agreement** – The contract between the Authority and the successful Offeror executed as a result of this procurement.

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

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

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

**Business Day** – Monday through Friday, except for federal or State holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of federal and State holidays can be found at:

<https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/>

and

<http://www.calhr.ca.gov/employees/pages/state-holidays.aspx>.

**Commercially Useful Function** – In collective consideration of CUF standards set forth by Government Code 14837, California Code of Regulations § 1896.4(h), Military and Veteran Code 999(b) (5) and 49 CFR Part 26.55 (c)-(d), the Authority will uniformly apply CUF Best Practices standards. A SB, DBE, DVBE, or MB is deemed to perform a CUF if the business meets the following CUF standards:

1. Performs a CUF when a SB/MB/DBE/DVBE is responsible for the execution of a distinct element of work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
2. Performs work that is normal for its business services and functions.
3. Be responsible, with respect, to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.
4. A SB/MB/DBE/DVBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB/MB/DBE/DVBE participation.
5. A SB/MB/DVBE does not perform a CUF if it subcontracts a greater portion of the work than would be expected by normal industry practices. A DBE does not perform a CUF if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.



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

**Day** – Calendar day, unless otherwise noted.

**Disabled Veteran Business Enterprise** – A for-profit business concern that is at least 51 percent owned by a veteran of the United States Military who has at least a 10 percent service-connected disability as established in Military and Veterans Code section 999. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services.

**Disadvantaged Business Enterprise** – A for-profit business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. In the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and, whose management and daily business operations are controlled by one or more of the socially economically disadvantaged individuals who own it and has been certified as Disadvantaged in accordance with 49 C.F.R. Part 26. The Authority recognizes DBE certifications issued by the California Unified Certification Program and the 8(a) Disadvantaged Business certification from the U.S. Small Business Administration.

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

**Key Personnel** – Those individuals identified in the Offeror’s SOQ to fill the positions specified in Section 5.4.2.2.

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

**Licensed Professional Land Surveyor** – A land surveyor that is licensed in the State of California pursuant to the Professional Land Surveyor’s Act (Business and Professions Code section 8700 et seq.) as a Professional Land Surveyor, at the time the Agreement is executed.

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

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

**Offeror Team** – Collectively, the Offeror and its members and Subconsultants.

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



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

**Project** – The portion of the California High-Speed Rail System related to the identification of the ROW necessary to plan, design, construct, maintain, and operate the System.

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

**Scope of Work** – The work identified in the sample agreement Attachment D, Exhibit A.

**Small Business** – 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 (3) tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

**State** – The State of California.

**Subcontractor/Subconsultant** – For the purpose of this procurement and Agreement, Subcontractor and Subconsultant are interchangeable and defined as follows:

- a. Prior to award of the Agreement resulting from this RFQ, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, or that will enter into a sub-subcontract for any part of the Work, at any tier; or
- b. After award of the Agreement resulting from this RFQ, any Person with whom the Offeror has entered into a subcontract for any part of the Work, or with whom any Subcontractor/Subconsultant has further subcontracted any part of the Work, at all tiers.

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

**Work** – All of the tasks required under the Agreement resulting from this RFQ.

### 2.3 Acronyms

<b>ARRA</b>	American Recovery and Reinvestment Act of 2009
<b>CalSTA</b>	California State Transportation Agency
<b>Caltrans</b>	California Department of Transportation
<b>CEQA</b>	California Environmental Quality Act of 1970
<b>CUF</b>	Commercially Useful Function
<b>DBE</b>	Disadvantaged Business Enterprise
<b>DGS</b>	California Department of General Services
<b>DVBE</b>	Disabled Veteran Business Enterprise
<b>FOIA</b>	Freedom of Information Act
<b>FRA</b>	Federal Railroad Administration
<b>MB</b>	Microbusiness
<b>NTP</b>	Notice to Proceed
<b>RFQ</b>	Request for Qualifications



**SB** Small Business  
**SOQ** Statement of Qualifications  
**U.S. DOT** United States Department of Transportation

## INSTRUCTIONS TO OFFERORS

### 3 Procurement Schedule and Process

**Table 1: Key RFQ Dates**

Key Dates	Activity Description
Thursday January 19, 2017	RFQ advertised
Friday February 10, 2017	Pre-bid conference location: San Jose, CA (The pre-bid conference is not mandatory.)
Tuesday February 14, 2017	Last day to submit written questions
Friday February 17, 2017	Authority to Post Responses to Offeror Questions
Tuesday February 28, 2017	SOQs due to Authority's office by 12:00 PM Pacific Time.
Tuesday March 14, 2017	Invitation to Discussions sent
Week of March 20-24, 2017	Discussions with Offerors held in Sacramento
Friday March 24, 2017	Notice of Proposed Award
Week of April 3-7, 2017	Negotiation with selected Offeror
Wednesday April 12, 2017	Authority Board consideration of Agreement award (if applicable)
April 2017	Notice to Proceed Issued

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

#### 3.1 Authority's Designated Point of Contact

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

Ami Lovato  
**California High-Speed Rail Authority**  
 770 L Street, Suite 620  
 Sacramento, CA 95814  
 Phone: 916-431-2926  
 Email: Ami.Lovato@hsr.ca.gov



Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any Board member or Authority staff other than the Point of Contact identified above. Failure to comply with this communication prohibition may result in disqualification.

### **3.2 Addenda to RFQ**

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

### **3.3 Non-Commitment of Authority**

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

### **3.4 Property Rights**

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the Agreement for ROW Engineering and Survey Support Services for Pacheco Pass shall belong exclusively to the State of California. All products used or developed in the execution of any Agreement resulting from this RFQ will be governed in accordance with the Ownership of Data Rights and Patent Rights section(s) in Attachment D.

### **3.5 Improper Communications and Contacts**

The following rules of contact shall apply during this procurement that began upon the date of issuance of this RFQ and will be completed with either the execution of the Agreement resulting from this procurement or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes but is not limited to face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

1. After submittal of SOQs, no Offeror or any of its team members may communicate with another Offeror or its team members with regard to the RFQ or any other team's SOQ with the exception of Subconsultants that are shared between two or more Offeror Teams. In such cases, those Subconsultants may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor/ Subconsultant will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Authority sponsored informational meetings). Protocols established to ensure that Subconsultants do not act as conduits of information between teams are subject to Authority review and approval, at the Authority's discretion.
2. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point of Contact (see Section 3.1).



3. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ or the procurement described herein with any member of the Authority Board or with any Authority staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement.
4. The Offerors shall not contact the entities listed below, including any employees, representatives, and members regarding this RFQ:
  - a. Federal Railroad Administration (FRA)
  - b. California State Transportation Agency (CalSTA)
  - c. California Department of Transportation (Caltrans)
  - d. California Department of General Services (DGS)
  - e. California High-Speed Rail Authority (except as provided in this RFQ)
5. The foregoing restrictions shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFQ.
6. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
7. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.

### **3.6 Organizational Conflicts of Interest**

The Authority has adopted an Organizational Conflicts of Interest Policy (Policy) that will apply to this procurement and the resulting Agreement, 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:

[www.hsr.ca.gov/docs/about/doing\\_business/Organizational\\_Conflict\\_Interest\\_Policy\\_Final9152011.pdf](http://www.hsr.ca.gov/docs/about/doing_business/Organizational_Conflict_Interest_Policy_Final9152011.pdf)

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

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

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



An organizational conflict of interest is a circumstance arising out of an Offeror's existing or past activities, business or financial interest, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in:

1. Impairment or potential impairments of an Offeror's ability to render impartial assistance or advice to the Authority of its objectivity in performing work for the Authority;
2. An unfair competitive advantage for any Offeror submitting an SOQ on an Authority procurement; or
3. A perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

If any such conflict of interest is found to exist, the Authority may:

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

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

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

### **3.7 Confidentiality**

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

If an Offeror has special concerns about information that it desires to make available to the Authority but which it believes constitutes a trade secret, proprietary information, or other information exempt from



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

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act, FOIA, U.S. DOT FOIA regulations (49 C.F.R. Section 7.17) or other applicable laws and implementing regulations, as to the interpretation of the Public Records Act or FOIA, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Public Records Act, FOIA and other applicable laws and their application to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

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

By issuing this RFQ, and by entering into any resulting 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 project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the High-Speed Rail project.

## **4 Submittal of the Statement of Qualifications**

### **4.1 Statement of Qualifications Submittal Information**

SOQs submitted in response to this RFQ shall be mailed or hand delivered to:

<p>If hand-delivered:</p> <p>Attention: Ami Lovato</p> <p>California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p>	<p>If delivered by mail:</p> <p>Attention: Ami Lovato</p> <p>California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p>
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Offerors are requested to notify the Authority's Designated Point of Contact no later than 24-hours to arrange for hand-delivered SOQs.

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

**RFQ No.:** \_\_\_\_\_ RFX16-11 \_\_\_\_\_

California High-Speed Rail Authority  
ROW Engineering and Survey Support Services for Pacheco Pass Statement of Qualifications

**Offeror:** \_\_\_\_\_

#### **4.2 Late Submittals**

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

#### **4.3 Modification or Withdrawal of SOQs**

Any SOQ received may be withdrawn or modified before the SOQ submittal deadline by written request to the Authority. The only method for an Offeror to modify its SOQ is by withdrawing its submission in its entirety prior to the SOQ deadline, by written notification to the Authority. A complete, corrected submission package may be resubmitted prior to the SOQ deadline. Modifications offered in any other manner will not be considered.

### **STATEMENT OF QUALIFICATIONS**

#### **5 Statement of Qualifications Requirements**

SOQs submitted in response to this RFQ shall include one original and five hard copies in separate 3-ring binders contained in a sealed shipping package. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Offeror's name and numbered 1 through 6 on their spines. Each Offeror shall include one electronic version of its SOQ in a searchable .pdf format on a CD or DVD. The .pdf should not be password protected. SOQs must be received no later than the date and time listed in Table 1, addressed in accordance with Section 4.1.

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



## 5.1 General Requirements

The SOQ shall be typewritten and shall be manually signed. Forms and Certifications may be completed in ink, though providing typewritten Forms and Certifications is preferred. All documents contained in the original SOQ package must have original signatures and must be signed by a Person who is authorized to bind the Offeror. Scanned or faxed SOQs are not acceptable and will not be considered.

The SOQ shall comply with the following requirements:

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 Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules, they should do so sparingly. Large format pages will be included in the page limit.
2. Pages should be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of 10, Page 2 of 10, etc.). Pages should be numbered at the bottom of the page.
3. The SOQ shall be no more than 30 pages in length, exclusive of the transmittal letter, resumes as required by Section 5.4.2.2, references as required by Section 5.4.1.1, and the Forms and Certifications.
4. Brochures, extraneous publications such as published articles, directories, lengthy client lists, and miscellaneous materials not specifically requested will not be evaluated.
5. Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
6. Forms A-B and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the Person signing the response.
7. The SOQ shall be divided into sections as described below:
  - a. A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
  - b. The index tab should have the appropriate section number typed thereon.
  - c. At a minimum, the items described in Section 5 shall be addressed.
  - d. Sections in the SOQ should be presented in the same order as they appear in this RFQ.

## 5.2 Transmittal Letter

The SOQ shall be transmitted with a letter that must be signed by an official authorized to bind the Offeror contractually and shall contain a statement that indicates the SOQ is complete and accurate. The Transmittal Letter shall also provide the following: names, titles, addresses, telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Offeror. All Forms and Certifications shall be manually signed and included as attachments in the Transmittal Letter section. Neither the Transmittal Letter nor the attachments to the Transmittal Letter in this Section 5.2 will be included in the page count.



The Transmittal Letter shall include the following:

1. The Offeror must hold valid and appropriate licensure to do business in the State of California, and required licensures issued by the Board for Professional Engineers, Land Surveyors and Geologists. Offerors shall attach copies of licenses to the Transmittal Letter.
2. The Offeror must identify the Offeror's Project Manager assigned to manage any contract awarded pursuant to this RFQ.
3. The Offeror must provide resumes for the Key Personnel. Resumes shall be attached to the Transmittal Letter.
4. The Offeror must provide all necessary information and forms required showing proof of Small Business participation consistent with Section 5.4.4. All Subconsultants shall be identified on Form A.
5. The Offeror must affirm in the Transmittal Letter that it has or is able to obtain the required insurance, specified in the Sample Agreement in Attachment D of this RFQ. Certificates of insurance are due to the Authority before or at the time of execution from the successful Offeror.
6. The Offeror must provide three (3) references for the firm as required in Section 5.4.1.1 (including all required information and/or documentation). Contact information for the references should be attached to the Transmittal Letter, and all other information related to the references shall be included in the body of the SOQ as required in Section 5.4.1.1.
7. The Offeror must provide the Transmittal Letter with all required Forms and Certifications.
8. The Offeror must affirm in the Transmittal Letter that it has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five (5) years.
9. The Offeror must affirm in the Transmittal Letter that it will have an office (temporary or permanent) within the initial geographic scope of the services that will be staffed during normal business hours for the term of any contract resulting from this RFQ or if it does not have such an office, it will use the Authority's office address closest to its destination as the point of beginning in calculating travel expenses.
10. All Key Personnel shall submit a signed statement attached to the Transmittal Letter indicating that they understand the project office will be located in the San Jose to Merced area and are willing to work as required at the location as determined by the work schedule, as required by Section 5.4.2.2 of this RFQ.

### **5.2.1 Minimum Qualifications**

Offerors must satisfy all of the Minimum Qualifications listed below. Failure to satisfy all of the Minimum Qualifications at the time of SOQ submission may result in the immediate rejection of the submission. The Authority reserves the right to request clarifications of Minimum Qualifications. The successful Offeror must continue to satisfy all of the Minimum Qualifications throughout the term of any Agreement resulting from this RFQ.

The Minimum Qualifications for this RFQ are:



1. The Offeror shall satisfy the requirements of Section 5.2 of this RFQ.
2. The Offeror shall satisfy all of the requirements of Section 5.4.1.1 of this RFQ References.
3. At least one (1) Person responsible for direction and control shall hold the requisite professional license in the State of California by the time the Agreement is executed, as required by law and Section 5.4.2.2 of this RFQ. Additional requirements are listed in Sections 5.4.2.1 and 5.4.2.2.

### **5.3 Executive Summary**

Offerors may include an Executive Summary, preferably not exceeding three (3) pages, stating key points of their SOQ which they believe highlight their qualifications to provide the service covered under this RFQ. As such, the Executive Summary may emphasize the Offeror's strengths as fully described in the balance of the SOQ, however Offerors should be aware that the Executive Summary will not be separately evaluated and it will count against the page limitation.

### **5.4 Contents of the SOQ**

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

#### **5.4.1 Past Performance and Experience**

The Authority intends to contract with an Offeror with a proven track record of successfully providing ROW Engineering and Survey Support Services on similar projects. The Authority strongly prefers an Offeror that has familiarity with state and local agency ROW work, including but not limited to Caltrans procedures. Experience managing ROW support services on major linear transportation projects or on projects of similar cost, scope and complexity is preferable Describe how the past projects identified provide the experience preferred in this RFQ. Provide examples of cost saving methodologies utilized on past assignments.

##### **5.4.1.1 References**

Provide names, addresses and telephone numbers for at least three (3) clients for whom the Offeror (i.e. the prime Consultant submitting an SOQ, the joint venture submitting an SOQ, or each individual prime member of the joint venture) has performed work on major linear transportation projects or on projects of similar cost, scope and complexity is preferable Contact information for the references should be attached to the Transmittal Letter; all other information regarding references and past performance shall be attached to the body of the SOQ and be included in the page count.

References shall be for:

1. If a single entity is the prime Consultant submitting the SOQ, the references shall be submitted for the prime Consultant.
2. If the SOQ is submitted by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.
3. If the SOQ is submitted by a joint venture that has not worked together in the past, references shall be included for each prime member of the joint venture.



For each assignment identified, the Offeror shall provide the following information:

1. The name of the client;
2. The title of the project or assignment;
3. Current contact phone numbers and email addresses for the client;
4. The scope of the assignment;
5. The name of each proposed team member working on the account;
6. The date of service of the assignment;
7. A summary statement for each assignment; and,
8. Examples of innovative approaches that contributed to project quality and/or cost or schedule savings.

#### **5.4.2 Organization and Key Personnel**

The Authority intends to contract with a ROW Engineering and Survey Support Services team with organizational and staffing plans that are appropriate for the services described in Attachment D, Exhibit A and with experienced personnel in key roles. Describe the composition of the ROW Engineering and Survey Support Services team, and how activities are assigned. Discuss how mobilization will be accomplished. Submit an organization chart indicating specific personnel nominations for primary and technical support positions. Discuss how the organization and management plan evolves over the life of the project and integrates with Authority staff.

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

##### **5.4.2.1 Staffing Plan**

Offerors shall submit a sample staffing plan. The staffing plan shall be organized by the tasks listed in Attachment D, Exhibit A. The staffing plan shall provide the total number of hours needed to perform each task by position. A staffing plan will be required as backup information for any Task Order issued under a contract resulting from this RFQ.

##### **5.4.2.2 Key Personnel and Roles**

The Authority seeks a ROW Engineering and Survey Support team that include personnel with knowledge of applicable standards, regulations, codes and technology. There shall be no change in the Key Personnel without prior written approval by the Authority.

All Key Personnel shall submit a signed statement indicating that they understand the project office will be located in SJ-Merced project sections and are willing to work full time at that location as determined by the work schedule.



The SOQ must include information regarding California professional licenses held by the Offeror's Key Personnel. At least one (1) key person responsible for direction and control of the ROW Engineering and Survey Support shall be a California registered Professional Land Surveyor (PLS) or Professional Engineer (PE) authorized to practice Land Surveying in the State of California by the time the Agreement is executed.

Provide resumes for Key Personnel positions identified in the organization and management plan, including Subcontractors/Subconsultants' Key Personnel. Resumes shall be limited to three (3) pages and should be keyed to the respective positions on the organization chart and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Resumes of administrative and support staff should not be included. Discuss how Key Personnel are qualified for the positions to which they are assigned. Subcontractors/Subconsultants' Key Personnel shall be identified in the same manner.

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

**Principal-in-Charge:** The person authorized to make contractual obligations, who provides oversight of the firm, controls resources, assigns people to the project and directs priorities for the firm. The Principal negotiates and enters into subcontractor agreements.

**Project Manager:** This individual will be responsible for the day-to-day activities of the consultant team and liaison with the Authority's representative. The individual must be a Licensed Professional Land Surveyor or Licensed Professional Engineer authorized to practice Land Surveying in the State of California. A minimum of 10 years of experience performing surveying and ROW engineering is required for the Project Manager.

**Quality Manager:** This individual will be responsible for assuring the professional quality, technical accuracy, completeness and consistency of all ROW activities, documents and deliverables, particularly exhibits and legal descriptions. The individual must be a Licensed Professional Land Surveyor or Licensed Professional Engineer authorized to practice Land Surveying in the State of California. A minimum of 10 years of experience performing surveying and ROW engineering is required for the Quality Manager.

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

The Authority intends to contract with a ROW Engineering and Survey Support Services team with a strong understanding of the project and/or scope of work described in Attachment D, Exhibit A and the requirements for its successful management. This project is located within the remote area of the Diablo Range between the town of Gilroy and Interstate 5. Land Surveying experience in similar geography is desirable. A detailed discussion of the understanding of the project elements, project requirements, and how the ROW Engineering and Survey Support Services function adds value and works toward the goal of achieving optimal efficiency for delivering the necessary ROW project to the Authority.



The western limit is approximately one-half mile south of the intersection of SR 152 and Lovers Lane and the eastern limit is approximately two miles west of Interstate 5 and one-half mile north of the intersection of McCabe Road and Tres Cerritos Boulevard. The Project is bounded by these limits along the alignment.

Discuss how local knowledge will aid the Offeror in accomplishing the tasks identified in the scope of work. Also discuss how the Offeror will use familiarity with state and local agency ROW work for direction and guidance in performing the scope of work.

#### **5.4.4 Small Business Participation**

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

Offerors are required to present within the SOQ a narrative describing a SB Performance Plan that shall identify firms being utilized to meet the Authority's 30 percent program goal, inclusive of the 10 percent DBE goal and three percent DVBE goal, including the contract value and scope of work that will be used to meet these goals and how they will continue to meet these goals for the term of the Agreement. The narrative shall also include a description of the approach and processes to be utilized to ensure that the Authority's SB goals continue to be met throughout the term of the Agreement. The SB performance plan will be scored as a component of the requirements for the Technical Proposal.

The successful Offeror 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 Offeror should refer to the Authority's SB Program and the Prompt Payment Act provisions that will apply to any contract resulting from this procurement.

Each listed certified SB, MB, DBE, and DVBE must perform a CUF in the performance of the Agreement as defined in Government Code section 14837(d)(4) and the Authority SB Program.

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

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

## **6 Evaluation and Negotiation**

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

### **6.1 Statement of Qualifications Review**

The Authority shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 5 and Attachment A. Failure to meet the requirements of this RFQ will result in the rejection of the SOQ.



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

## **6.2 Statement of Qualifications**

The Authority will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section 6 and in Attachment B.

## **6.3 Offeror Minimum Qualifications**

The Offeror must submit all of the required information as described in Attachment A: Minimum Qualifications Checklist. All of the information identified must be included for the SOQ to be considered responsive. SOQs with missing or incomplete information may be rejected. If an Offeror passes this phase, its SOQ will be evaluated and scored.

## **6.4 Discussions Evaluation**

Following the evaluation of SOQs, the Authority will invite selected Offerors to participate in Discussions. Discussions with the Evaluation/Selection Committee will be held with no fewer than the top three rated Offerors, unless fewer than three SOQs are received. Discussions will be separately evaluated based on criteria described in Attachment C.

## **6.5 Final Scoring**

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

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

## **6.6 Agreement Negotiation Process**

At the conclusion of the SOQ review and Discussions, the Authority will recommend the top ranking Offeror for award of the Agreement. The top ranking Offeror shall submit their Cost Proposal/Rate Sheet to the Authority within five (5) Business Days of the Notice of Proposed Award is released. The selected Offeror will provide the Cost Proposal/Rate Sheet and Schedule of Other Direct Costs in Attachment E for the selected Offeror and all proposed Subconsultants. In addition, the Offeror must submit the following information for each firm:

1. A payroll register for each proposed employee. If a classification is proposed, payroll registers must be submitted to support the high and low range of the classification.
2. Current overhead supporting documentation, to include:
  - a. A cognizant rate approval letter, if available, or
  - b. Audited Schedule of Indirect Costs, if available, or



- c. Internally prepared Schedule of Indirect Costs. Supporting documentation will be requested by the Authority directly from each firm.
3. Other direct cost rate supporting documentation, e.g. internal reproduction rates, company owned vehicle rate breakdown, etc.

The Authority will enter into limited negotiations with the Offeror ranked “1” for the scope of the Agreement. If limited negotiations are unsuccessful, the Authority will terminate all discussions with the top ranked Offeror and enter into limited negotiations with the next highest ranked Offeror and so on sequentially. After completion of successful negotiations, the Authority shall recommend an Offeror for Agreement award. Fee and escalation shall be in accordance with Exhibit B of Attachment D and Government Code 4525, et seq.

Upon approval by the Authority Board, the Authority will be authorized to award and execute the Agreement to the selected Offeror.

## **6.7 Notice of Proposed Award**

After the Offeror with the highest final score are determined, the Notice of Proposed Award will be posted on the Authority’s website at:

[http://hsr.ca.gov/About/Doing\\_Business\\_with\\_HSR/contracts\\_for\\_bid.html](http://hsr.ca.gov/About/Doing_Business_with_HSR/contracts_for_bid.html).

The successful Offeror must complete and submit to the Authority the Payee Data Record (STD 204) before the execution of any Agreement resulting from this RFQ, to determine if the Offeror is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662. This form can be found at:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

No payment shall be made unless a completed STD 204 has been returned to the Authority.

## **6.8 Debriefings**

After the Notice of Proposed Award is posted, each Offeror may request a debriefing with the Authority Contracts Office. The meeting shall be requested within ten (10) Business Days from the date of the Notice of Proposed Award. The debriefing meeting is an opportunity for Offerors to receive feedback on their SOQ and may provide insight to improving SOQ preparation and Discussion performance for use in future solicitations. Debriefings will be held after the procurement process ends when the Agreement has been executed.

## **7 Protest Procedures**

### **7.1 Applicability**

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

1. Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed Authority’s authority;



2. A determination as to whether a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all Minimum Qualifications;
3. Invitations to discussions; and,
4. Final selection.

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

Protests concerning the issues described in Section 7.1(1) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Authority's Designated Point of Contact provided in Section 3.1. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

## **7.3 Deadlines for Protests**

Protests concerning the issues described in Section 7.1(1) must be filed as soon as the basis for the protest is known, but no later than 10 days prior to the SOQ deadline. If the protest relates to an addendum to the RFQ, the protest must be filed no later than five Business Days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Section 7.1(1) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Section 6.1(1).

Protests concerning the issues described in Section 7.1(2) must be filed no later than five (5) Business Days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 7.1(3) must be filed no later than five (5) Business Days after the earliest of the invitations to discussions and the public announcement thereof.

Protests concerning the issues described in 7.1(4) must be filed no later than five (5) Business Days after the Notice of Proposed Award is posted.

## **7.4 Content of Protest**

Offerors may provide an initial statement of the protest by the deadlines provided in Section 7.3 above, provided that the Offeror provide a full statement of the protest within five (5) Business Days of the initial statement. Protests shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

## **7.5 Filing of Protest**

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy of the Authority's Designated Point of Contact identified in Section 3.1 as soon as the basis for the protest is known to the Offeror. The Protest Official for this RFQ is:



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

#### **7.6 Burden of Proof**

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

#### **7.7 Decision on Protest**

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

#### **7.8 Limitation on the Authority's Liability**

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





**Attachments**

- Attachment A: Minimum Qualifications Checklist
- Attachment B: Criteria for Awarding Points for the Statement of Qualifications Worksheet
- Attachment C: Criteria for Evaluation of Discussions and Final Score Worksheet
- Attachment D: Sample Agreement, including Exhibit A (Scope of Work) through Exhibit F
- Attachment E: Cost Proposal/Rate Sheet Form





**Attachment A: Minimum Qualifications Checklist**

#	Minimum Qualification	Yes	No
1.	Was the SOQ received no later than the date and time listed in Table 1?		
2.	Did the SOQ include one original and [5] hard copies in separate 3-ring binders contained in a sealed shipping package? Is the Original is marked "Original" on its face and spine, and each copy is marked with the Offeror's name and numbered 1 through [6] on their spines?		
3.	Did the Offeror include one electronic version of their SOQ in an unprotected searchable .pdf format on a USB?		
4.	Is the SOQ typewritten and signed manually?		
5.	Is the SOQ no more than [30] pages in length, exclusive of the transmittal letter, resumes and references, and the Forms and Certifications?		
6.	Did the Offeror submit a Transmittal Letter with the following information? a. Proof of valid and appropriate licensure as qualified to do business in the State of California; b. Identification of a Contract Manager; c. Resumes for all identified Key Personnel; d. All necessary information and forms required showing proof of Small Business participation; e. Affirmation that Offeror has or is able to obtain the required insurance, specified in the Sample Agreement in Attachment D of this RFQ; f. References for the firm as required in Section 5.4.1.1; and g. Affirmation that Offeror has not been terminated from another contract for default or has not received a civil judgment or criminal conviction in the past five years.		
7.	Is at least one person responsible for direction and control of the Work shall be a California Licensed Professional Land Surveyor (PLS) or Licensed Professional Engineer (PE) authorized to practice Land Surveying in accordance with the laws of the State of California?		
8.	Have all Key Personnel submitted a signed statement attached to the Transmittal Letter indicating that they understand the project office will be located in the [geographic/project section] area and are willing to work as required at the location as determined by the work schedule, as required by Section 5.4.2.2 of this RFQ?		
9.	The Offeror must affirm in the Transmittal Letter that it will have an office (temporary or permanent) within the initial geographic scope of the services that will be staffed during normal business hours for the term of any contract resulting from this RFQ or if it does not have such an office, it will use the Authority's office address closest to its destination as the point of beginning in calculating travel expenses.		
11.	Form A: Schedule of Subcontractor(s)/ Subconsultant(s)		
12.	Form B: Organizational Conflicts of Interest Disclosure Statement		
13.	Form C: Disabled Veteran Business Enterprise Declaration		
14.	Cert. 1: Certification Regarding Miscellaneous State Requirements		



#	Minimum Qualification	Yes	No
15.	Cert. 2: Offeror's Overall Project Small Business Goal Commitment Affidavit		
16.	Cert. 3: Iran Contracting Certification		
17.	Cert. 4: Darfur Contracting Act Certification		
18.	Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification		
19.	Cert. 6: Subcontractor/Subconsultant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification		
20.	Cert. 7: Non-Collusion Affidavit		
21.	Cert. 8: Equal Employment Opportunity Certification		
22.	Cert. 9: Non-Discrimination Certification		
23.	Cert. 10: Certification Regarding Lobbying		



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

<b>Criteria*</b>		<b>Maximum Score</b>	<b>Actual Score</b>
1.	<p><b>PAST PERFORMANCE AND EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>Has the Offeror successfully delivered on past projects of similar scope and complexity?</li> </ul>	30	
2.	<p><b>ORGANIZATION AND KEY PERSONNEL</b></p> <ul style="list-style-type: none"> <li>Does the proposed project organization present a clear and logical framework?</li> <li>Does the staffing plan convey the proper level of response for the work at hand?</li> <li>Does it demonstrate a high level of commitment and resource availability?</li> <li>Does it address the full expanse of potential tasks in the scope?</li> </ul> <p><b>KEY PERSONNEL AND ROLES</b></p> <ul style="list-style-type: none"> <li>Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned?</li> <li>Is their past experience applicable and indicative of success on this project?</li> <li>Does the project manager have sufficient authority within their organization to effectively lead and manage the project?</li> </ul>	30	
3.	<p><b>UNDERSTANDING OF PROJECT REQUIREMENTS</b></p> <ul style="list-style-type: none"> <li>Has the Offeror demonstrated a thorough knowledge of the project?</li> <li>Is there sufficient evidence of analysis to lend credibility to the commitments made?</li> <li>Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the ROW for a project of this complexity and magnitude with autonomy?</li> </ul>	30	
4.	<p><b>SMALL BUSINESS PARTICIPATION</b></p> <ul style="list-style-type: none"> <li>Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives?</li> </ul>	10	
<b>Total SOQ Score</b>		<b>100</b>	
<b>Total Weighed Score with 60% Weighting Factor (SOQ Score x 0.6)</b>		<b>60</b>	

\* NOTE: These criteria are 60% of the final score





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

	<b>Criteria*</b>	<b>Maximum Score</b>	<b>Actual Score</b>
1.	<b>PRESENTATION</b> <ul style="list-style-type: none"> <li>Quality and appropriateness of the presentation</li> <li>Logic of the chosen speakers relative to project challenges</li> <li>Project Manager control over the Offeror</li> </ul>	25	
2.	<b>PROJECT MANAGER PARTICIPATION</b> <ul style="list-style-type: none"> <li>Quality of presentation and responsiveness to questions</li> <li>Understanding of [Title of Services] challenges and requirements</li> <li>Perceived level of involvement with SOQ structure, content and presentation plan</li> </ul>	25	
3.	<b>KEY STAFF PARTICIPATION</b> <ul style="list-style-type: none"> <li>Quality of presentations and responsiveness to questions</li> <li>Understanding of assignment challenges and requirements</li> <li>Perceived level of involvement with SOQs preparation</li> </ul>	25	
4.	<b>UNDERSTANDING OF PROJECT</b> <ul style="list-style-type: none"> <li>Does the Offeror convey an understanding of the critical project success factors?</li> <li>Is the Offeror able to provide evidence of successful Small Business utilization for this project?</li> <li>Is the Offeror able to provide evidence of prior project experience, including lessons learned or challenges, with projects of this magnitude and complexity?</li> </ul>	25	
<b>Total Discussions Score:</b>		<b>100</b>	
<b>Total Weighted Discussion Score with 40% Weighing Factor (Discussion Score x 0.4)</b>		<b>40</b>	

\* NOTE: These criteria are 40% of the final score

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

Final Score Example

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





**Attachment D: Sample Agreement, including Exhibit A (Scope of Work) through Exhibit F**

The Sample Agreement is attached as Attachment D to this RFQ.

The Sample Agreement is comprised of Std. 213, which can be found at <http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD213-JUNE%2003.doc>, and Exhibit A through Exhibit F



## EXHIBIT A: SCOPE OF WORK

### 1 BACKGROUND AND PURPOSE

- 1.1 The California High-Speed Rail Authority (Authority) is responsible for planning, designing, building, and operation of the first high-speed rail system in the nation. The California High-Speed Rail (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, the System will run from San Francisco to the Los Angeles basin in under three hours at speeds capable 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 state-wide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the state's 21st century transportation needs.
- 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. Additional authority for a state agency to enter into this Agreement includes but is not limited to, Public Contract Code sections 10335, *et seq.*
- 1.3 This Agreement (Agreement) is between the Authority, an agency of the State of California (State), and \_\_\_\_\_ a \_\_\_\_\_ (Consultant).
- 1.4 To facilitate the construction of the California High-Speed Rail Project (Project), the Authority requires the Consultant to perform work as described in Section 2 of this Exhibit.
- 1.5 All inquiries during the term of this Agreement will be directed to the project representatives (Contract Managers) identified below:

<b>AUTHORITY</b>	<b>CONTRACTOR</b>
Contract Manager: Alan Glen	Contract Manager:
Address: 770 L Street Suite 620 MS2 Sacramento, Ca 95814	Address:
Phone: 916-330-5668	Phone:
Email: Alan.Glen@hsr.ca.gov	Email:

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

### 2 SCOPE OF WORK

#### 2.1 Task Orders/Work Plans

This description of services outlines the services, which the ROW Engineering and Survey Support Services Consultant must be prepared to provide if identified in a Task Order issued by the Authority.

The selected Consultant shall provide a team of qualified personnel to provide ROW Engineering and Survey Support Services. This team shall be responsible for performing or overseeing all of the duties necessary for the preparation of documents and performing surveying services in support of the Authority's ROW acquisition program.

Consultant shall appoint a Project Manager, who is a Licensed Professional Land Surveyor (PLS) or Licensed Professional Engineer (PE) authorized to practice Land Surveying by the State of California. The Consultant's Project Manager will be responsible for all work to be performed by the Consultant(s) and/or Subconsultants for the Authority.

Any and all work submitted by Consultant shall be reviewed by the Project Manager or Quality Manager, and be complete and final in strict accordance with the California Board of Professional Engineers and Land Surveyors Rule 476, Subsection (e), and signed and sealed in accordance with section 8761 of the Professional Land Surveyors Act and in accordance with the Authority's Quality Policy.

All data, maps, and documents produced by Consultant shall be subject to approval and acceptance by Authority. In the event of non-acceptance due to errors or omissions, Consultant shall have seven calendar days to make corrections and return maps and documents to the Authority. Final acceptance will occur only after the work product has been determined to conform to the contract scope of work, quality standards, and Task Order requirements.

### **Task 1 – Administration and Project Management**

Consultant shall manage a team capable of undertaking work assignments identified in the scope of work for the specific Task Order(s). All Task Order(s) performed by the team shall be directed by Consultant and coordinated with Authority and Rail Delivery Partner (RDP) staff.

Consultant's Project Manager is required to coordinate as needed with the DB to mitigate against any changes in construction schedule or ROW acquisition schedule. Each party shall proactively work together to reduce overall schedule risk when changes occur.

a. Meetings, Weekly and Monthly Progress Reports – Subject to the specific and individual Task Order(s), Consultant shall prepare weekly progress reports that include project schedules, progress to date identified by task, description of the progress, including identification of problems, proposed solutions and revised completion dates if necessary and earned value reporting. The weekly progress reports shall also indicate, in percentage form for each task, the amount of work completed, the budget expended to date, and anticipated cost overruns. Each weekly progress report is due to Authority within five (5) Business Days after the end of the reporting period. Monthly progress reports should summarize the weekly reports and are submitted with the monthly invoice.

Consultant's Project Manager shall manage the schedule for the Task Order(s) with monthly schedule updates submitted with the monthly progress reports.

Consultant's Project Manager shall meet monthly with Authority or as requested by Authority for progress update, resolution discussion, direction, and planning purposes.

b. Information and Project Tracking Systems – Subject to specific and individual Task Order(s), Consultant shall update Authority's database with progress data on a schedule and format to be determined by Authority. Consultant shall upload PDF files to Authority's document control system for the formal submittal of deliverables as outlined in the task below.

c. Quality – Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all reports, deliverable and other services furnished under this Agreement. Consultant shall provide quality management and first-level review of reports and documentation; comment on the content of products and deliverables; ensure that tasks are completed efficiently, on schedule and within budget; review and approve all invoices and provide audit and accounting services for all Task Orders. Consultant's Quality Management System shall follow the principles of ISO 9001.

d. Safety – Authority is committed to providing a safe and secure travel and work environment. Therefore, safety, accident prevention, and security breach prevention must be incorporated into the performance of every employee task. All Authority and Consultant personnel are charged with the responsibility for ensuring the safety and security of employees, consultants, emergency responders, and the public who come in contact with Authority. Each individual and organization is responsible for hazard and vulnerability management, for applying the processes that are designed to ensure safety and security, and for maintaining established safety and security standards, consistent with their position and organizational function. Through a cooperative team effort and the systemic application of safety and security principles, California High-Speed Rail shall be designed, constructed, tested and placed into service in a safe and secure manner.

The Consultant is required to prepare and submit a Safety Plan at the outset of the project, and will conform to the procedures and standards outlined in the approved plan. The Plan should address every aspect and phase of work conducted by Consultant and its subcontractors in the course of performing the scope of work and in every work setting.

e. Provide a Final Contract and Task Order Report(s) – Subject to specific and individual Task Order(s), the final report for this Agreement shall summarize the Work that took place. The format and content shall be specified by Authority. A draft final report must be delivered to Authority from Consultant at least 90 days before the termination date of the contract. Once the Agreement has been reached on the draft final report, Consultant shall submit the final report accompanied by the final invoice for all remaining Task Orders prior to the Agreement expiration date.

f. Participate in a Final Meeting – Consultant shall meet with Authority to discuss the overall contract and its closeout. The final meeting must be completed during the term of the contract. Authority will determine the appropriate meeting participants. Consultant shall prepare written documentation of the meeting agreements, and a schedule for completing closeout activities.

g. Deliverables

1. Quality Management Plan;
2. Safety Plan;
3. Monthly Schedule; and,
4. Monthly Progress Report.

## **Task 2 – Field Surveying and Research**

- a. Land Net;
- b. Research (Preliminary Title Reports (PTR), Assessor Maps, Record Maps, Unrecorded Maps, Public Records);
- c. Establish all property and easement boundaries within and overlapping the project area;
- d. Perform site reconnaissance and monument recovery;
- e. Establish and re-establish all monumentation required by State law and local regulations;
- f. Flagging;
- g. Staking;

- h. Other services as requested by Authority; and,
- i. Deliverables
  - 1. PTRs (PDF files uploaded to Authority's document control system); and,
  - 2. Research (in electronic format).

### **Task 3 – ROW Engineering and Mapping**

- a. Boundary, Monumentation, and Survey Control Maps showing all parcels and easement boundaries and their relationship to the land net;
- b. Appraisal Maps – per Authority standards;
- c. Resolution of Necessity (RON) Exhibits and Legal Descriptions – per Authority standards;
- d. Legal Descriptions and Plats – per Authority standards;
- e. Record of Survey – per Land Surveyors Act, Subdivision Map Act and County standards;
- f. ROW Record Maps – per Authority standards;
- g. Exhibits for State and Local Agency Agreements – per Authority, State and local agency standards;
- h. Other Services as requested by Authority; and,
- i. Deliverables:
  - 1. Appraisal maps, RON exhibits, RON legal descriptions, agreement exhibits and legal descriptions (PDF files uploaded to Authority's document control system);
  - 2. Record of Survey, Boundary Maps, etc. (in electronic format (PDF, CADD & GIS) or as specified in the Task Order);
    - i. File a Record of Survey to comply with Land Surveyors Act and County standards;
    - ii. Mapping shall be done to current State/county standards for a Record of Survey as described in the Subdivision Map Act and relative County standards/specifications; and,
    - iii. The preparation, filing and associated fees will be the responsibility of Consultant.

### **Task 4 – Railroad Support Services**

- a. Railroad Exhibits and Legal Descriptions – per Authority, UPRR and BNSF standards, for agreements for construction, use, maintenance, or entry;
- b. Consultant will comply with Railroad's safety and liability requirements for entry, if applicable;
- c. Deliverables, exhibits and legal descriptions are uploaded to the Authority's document control system in PDF format; and,
- d. Other services as requested by Authority.

## **2.1 TASK ORDERS**

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

#### 2.1.1 Draft Task Order

Authority will prepare a draft Task Order, and request a cost estimate from the Consultant. The draft Task Order shall identify (with specificity) the following:

- a. Scope of Services, by Task as outlined in this Scope of Work;
- b. Location or limits of work, if applicable;
- c. Deliverables;
- d. Performance criteria or performance tests for the services (which demonstrate that the deliverables and schedule to submit deliverables satisfy the purpose or goal of the Task Order);
- e. Period of performance, the Task Order term, dates of service or project schedule, and/or due dates;
- f. Any milestone deliverables (including, but not limited to, any deliverables that shall be delivered and accepted prior to subsequent work being performed); and,
- g. Sufficient data to tie the Task Order to the Agreement (including Agreement number, name of Authority Contract Manager, and name of Consultant).

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

#### 2.1.2 Work Plan and Cost Estimate

Consultant shall submit a work plan and a cost estimate including, at a minimum, the names of the individuals proposed to work on the task, the individuals' classifications, the duties the individual shall perform for such task, a written estimate of the number of hours per staff person under each duty or activity, any anticipated reimbursable expenses, and an estimate of SB/DBE/DVBE utilization for the task. The total dollar amount shall be based on the rates in the Cost Proposal/Rate Sheet and shall exceed the total amount in the Agreement. Other information may be required at the request of Authority Contract Manager.

The cost estimate shall be in the format prescribed in the draft Task Order. Authority shall provide Consultant electronic templates of Task Order formats and required boilerplate language. All personnel to be used in the Task Order shall be among those identified in the Cost Proposal/Rate Sheet.

Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of professional judgment.

#### 2.1.3 Executed Task Orders

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

#### 2.1.4 Performance

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

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

It is acknowledged by Consultant that it shall perform all incidental work required to complete the services described in the Task Order, including work for which no specific proposal item was included, Project Management, Quality Control, Safety, and 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.

#### 2.1.5 Non-Exclusivity

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

#### 2.1.6 Timeliness

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

#### 2.1.7 Subcontractors

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

#### 2.1.8 Quality of Work.

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

For each Task Order the Consultant will propose performance targets and measures suitable for measuring performance toward the Authority's Performance Objectives, which will be provided to the Consultant when the Task Orders are established.

All work that is required by California law to be performed by individuals with licenses shall be performed by individuals with the appropriate California licenses.

### **3 NOTICE TO PROCEED**

- 3.1 The Authority will issue a Notice to Proceed (NTP) to the Consultant to commence work after the execution of the Agreement by both parties.

### **4 TERM**

- 4.1 The term of this Agreement is five years as identified in Section 2 of the Standard Agreement (STD. 213).

### **5 AMENDMENT**

- 5.1 This Agreement may be modified by amendment with mutual consent of the parties as to scope, time, amount, and other provisions to the extent allowable by law. The amendment shall be made in accordance with Exhibit C: GTC 610, Section 2, Amendment.
- 5.2 No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and all necessary approvals have been obtained. No oral understanding or agreement not incorporated in Agreement is binding on any of the parties.
- 5.3 The Consultant shall only commence work covered by an amendment after the amendment is executed and NTP has been provided by the Authority's Contract Manager.
- 5.4 There shall be no change in the Consultant's Contract Manager or key members of the project team, as listed in Exhibit B, Attachment 1, without prior written approval by the Authority's Contract Manager. If the Consultant obtains approval from the Authority's Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form (to be obtained from the Contract Manager) or written request on the Consultant's letterhead, a copy of the resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.
- 5.5 This provision is in addition to the amendment requirements contained in the Exhibit C: GTC-610. If this provision conflicts with the Exhibit C: GTC-610, the terms of the Exhibit C: GTC-610 control over the terms of this clause.

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1 BUDGET CONTINGENCY CLAUSE**

- 1.1 It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, 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 Consultant or to furnish any other considerations under this Agreement and the Consultant shall not be obligated to perform any provision of this Agreement.
- 1.2 After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Consultant to reflect the reduced amount.
- 1.3 This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

### **2 INVOICING AND PAYMENT**

- 2.1 For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to reimburse the Consultant for actual hours worked on an actual cost basis (direct hourly wage plus overhead and fee), according to the Budget Detail.  
The Consultant agrees to compensate all Subcontractors with the same payment structure.  
The direct actual labor rates in Exhibit B, Attachment 1 are rate caps. Actual overhead rates will be adjusted on an annual basis.
  - 2.1.1 No payment shall be made in advance of services rendered.
  - 2.1.2 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 the maximum amount payable to the Consultant and the actual amount of work requested by the Authority may be less.
  - 2.1.3 Provide one paper original and two copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than 30 calendar days after completion of each billing period or upon completion of a task to:

Financial Office  
California High-Speed Rail Authority  
770 L Street, Suite 620 MS 3  
Sacramento, CA 95814

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

(1 original and 2 copies)

AND

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

## 2.2 Applicable Fees and Escalation

- 2.2.1 The following is the fee structure for the Consultant and Subconsultants: Fixed fee of \_\_\_\_\_ percent for Consultant and Subconsultants for the life of the Agreement.
- 2.2.2 An escalation rate is set each Fiscal Year (starting July 1), with the March (updated around April 30 annually) rate published on the latest Employment Cost Index (ECI) data published by the Bureau of Labor Statistics, Table 9. WAGES AND SALARIES: Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry, the category of Professional, Scientific, and Technical Services. A copy of the latest ECI can be found at [www.bls.gov/news.release/eci.t09.htm](http://www.bls.gov/news.release/eci.t09.htm).
- 2.2.3 The escalation rate is capped at \_\_\_\_\_ percent, even if the ECI rate is higher for the Fiscal Year.

## 3 INVOICE FORMAT

- 3.1 The Authority will accept computer generated or electronically transmitted invoices. The date of "invoice receipt" shall be the date the Authority receives the paper copy at the address listed in Section 2.1.3 of this Exhibit.
- 3.2 An invoice shall consist of, but not be limited to, the following:
  - 3.2.1 Agreement number, date prepared, and billing period.
  - 3.2.2 The Consultant's actual loaded hourly labor rates by individual, inclusive of fees (hourly rate, fringe, indirect/overhead, general and administrative, fee, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date, and budgeted hours.
  - 3.2.3 Consultant Other direct costs, including special equipment if requested by the Authority, miscellaneous, and materials. Cost for special equipment shall not exceed standard costs of similar equipment.
  - 3.2.4 An indication if the Consultant is certified as a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise. Subcontractor and vendor invoices shall also indicate whether a Subcontractor or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.
  - 3.2.5 Backup documentation for audit purposes, and the Consultant shall retain back-up documentation for audit purposes available to the Authority upon request. The Consultant shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all Subcontractor services and expenses invoiced for payment under this Agreement.
  - 3.2.6 Receipts for travel, including departure and return times.
  - 3.2.7 By work plan category or task (as specified in Exhibit B, Attachment 1 and by reference to Task Orders, when applicable): 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 progress 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 Consultant shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Consultant must pay for travel in excess of these rates. The Consultant may obtain current rates at the following website:

[www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx](http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx).

4.2 All travel not specified in a work plan and/or Task Order requires written authorization from the Authority's Contract Manager prior to travel departure. Travel expenses are computed from the Consultant's approved office location. Travel to the Consultant's approved office from other locations is not reimbursed under this Agreement unless specifically authorized. In the event that Consultant does not have a project office located within the geographic scope of the services, Consultant will use the Authority office address closest to its destination as the point of beginning in calculating travel expenses.

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

4.4 No international travel is authorized under this Agreement.

#### **5 COST PRINCIPLES**

5.1 The Consultant agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.*, to determine the allowability of individual items of cost.

5.2 The Consultant agrees to comply with 49 C.F.R. Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

5.3 Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Consultant to the Authority.

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

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

6.1 Payment will be made in accordance with, and within the time specified in, Government Code Chapter section 927, *et seq.*

## **7 EXCISE TAX**

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

## **8 INVOICE DISPUTES**

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

**EXHIBIT C: GENERAL TERMS AND CONDITIONS**

**GTC 610**

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:

[www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

Contracts and Procurement Branch  
(916) 324-1541  
770 L Street, Suite 620 MS3  
Sacramento, California 95814

For contracts with the University of California or the California State Universities, the UTC 116 will be applied in place of the GTC 610. The UTC 116 can be found at:

[www.dgs.ca.gov/ols/Resources/ModelContractLanguageUniversities.aspx](http://www.dgs.ca.gov/ols/Resources/ModelContractLanguageUniversities.aspx).

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## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1 CONTRACT MANAGEMENT**

- 1.1 The Consultant's Contract Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Consultant 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 Consultant without an amendment.

### **2 SUBAGREEMENTS**

For purposes of this section, subcontractor and subconsultant are used interchangeably, and the provisions of this section apply to subagreements with both subcontractors and subconsultants.

- 2.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any Subcontractors, and no subcontract shall relieve the Consultant of his or her responsibilities and obligations under this Agreement. The Consultant agrees to be as fully responsible to the Authority for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by the Consultant. The Consultant's obligation to pay its Subcontractor is an independent obligation from the Authority's obligation to make payment to the Consultant. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.
- 2.2 The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in Exhibit B, Attachment 1.
- 2.3 Unless specifically noted otherwise, any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.
- 2.4 The Consultant shall pay its Subcontractors within seven working days from receipt of each payment made to the Consultant by the State.
- 2.5 Any substitution of Subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute Subcontractor.

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

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

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

1. Name of each small business participating under the respective Agreement;
2. Type of work assignment designated to each small business;
3. The eligible dollars committed to each small business;
4. The eligible dollars invoiced to each small business during the reporting period;
5. The dollars invoiced to date for each small business;
6. The dollars invoiced to the small business as a result of a change order or other cost modification;
7. The dollars invoiced to date as a percentage of the total commitment to each small business;
8. The tier hierarchy of each Subcontractor; and,
9. An Authorized Consultant's Signature that certifies under penalty of perjury that it has complied with all SB Program requirements, including prompt payment and retainage requirements per state laws and the best practices of 49 C.F.R. Part 26.29, as applicable.

### **3 CONFIDENTIALITY OF DATA**

- 3.1 All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- 3.2 Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Consultant further disclose such information or disseminate the same on any other occasion.
- 3.3 The Consultant shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Consultant's own personnel, including Subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- 3.4 The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.
- 3.5 Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

#### **4 CONFIDENTIALITY CLAUSE**

- 4.1 The terms and conditions of this Agreement and the work described herein, including communication with third parties, are to be held confidential between the parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with state or federal law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.
- 4.2 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 Consultant directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates, or representatives of the Consultant.
- 4.3 Contractor agrees to include in all subcontracts and enforce the requirements of this Confidentiality Clause. This provision is intended for the benefit of the Authority.

#### **5 CONFLICT OF INTEREST**

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

#### **6 SETTLEMENT OF DISPUTES**

- 6.1 The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- 6.2 To the extent not inconsistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in Section 6.1 above will be decided by the Authority’s Chief Engineer, who may consider any written or verbal evidence submitted by the Consultant. The decision of the Chief Engineer, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Consultant.
- 6.3 In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- 6.4 Neither the pendency of a dispute nor its consideration by the Authority’s Chief Engineer will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

## **7 TERMINATION**

- 7.1 Termination for Cause: In accordance with Section 7 of Exhibit C: GTC 610, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant.
- 7.2 Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Consultant if terminated for convenience of the Authority.
- 7.3 Termination Issues for Subcontractors, Suppliers, and Service Providers: The Consultant shall notify any Subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subcontractor and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any Subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- 7.4 Contractor Claims Against this Agreement Under Early Termination: The Consultant agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Consultant of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination, including the costs of preparing project files for return to the Authority as required by Section 12 of this Exhibit D.
- 7.5 Non-Waiver No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. The failure of the Authority to enforce any provision of this Agreement or require performance by the Consultant of any provision shall in no way be construed to be a waiver of those provisions, affect the validity of this Agreement in whole or in part, or the right of the Authority to subsequently enforce any such provision.

## **8 HEADINGS AND RULES OF CONSTRUCTION**

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

## **9 STOP WORK**

- 9.1 The Authority's Contract Manager may, at any time, by written notice to the Consultant, require the Consultant to stop all or any part of the work in this Agreement.
- 9.2 Upon receipt of such stop work order, the Consultant shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- 9.3 The Consultant shall resume the stopped work only upon receipt of written instruction from the Authority Contract Manager canceling the stop work order.

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

## **10 NONDISCRIMINATION COMPLIANCE**

- 10.1 During the performance of this Agreement, the Consultant and its Subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 10.2 The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900, *et seq.*) the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, section 11000, *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- 10.3 The Consultant shall permit access by representatives of the Department of Fair Employment and Housing to the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- 10.4 The Consultant and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 10.5 The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **11 EVALUATION OF THE CONSULTANT**

- 11.1 An evaluation of the Consultant's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the Consultant for comment. The evaluation, together with the comments, shall be retained by the Authority. Consultant performance evaluations may be considered in the evaluation of future solicitations.
- 11.2 Performance of the Consultant under this Agreement shall be evaluated. At the conclusion of the Agreement, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, STD. 4. A copy of any negative evaluation for agreements over \$5,000 shall be sent to the Department of General Services, Office of Legal Services.

## 12 OWNERSHIP OF DATA

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

## **EXHIBIT E: ADDITIONAL PROVISIONS**

### **1 ORDER OF PRECEDENCE**

- 1.1 The Work to be performed under this Agreement shall be in accordance with the scope of work as detailed in Exhibit A, and the Consultant's Statement of Qualifications (SOQ) dated XX/XX/XX, which is attached hereto as Attachment 1. All documents listed in this Section below are specifically incorporated by reference into this Agreement. 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. Terms of this Agreement and any amendments.
  2. Approved Task Orders.
  3. Contractor's SOQ dated XX/XX/XX
  4. Request for Qualification for ROW Engineering and Survey Support Services for Pacheco Pass dated XX/XX/XX RFP/Q No.HSR16-XX.

### **2 INDEMNIFICATION**

- 2.1 The following Indemnification requirements are in addition to Section 5 of Exhibit C.
- 2.2 Consultant agrees to indemnify, defend, and hold harmless the Authority, Federal Railroad Administration, State of California, their officers, agents and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence or wrongful acts, errors or omissions of the Consultant. The Consultant will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or wrongful acts, errors or omissions of the Consultant. The Consultant's indemnification herein with regard to third parties shall arise only to the extent caused by the negligence or wrongful acts, errors or omissions of the Consultant with regard to such third parties. Parsons Brinkerhoff, Inc. is an intended third party beneficiary of this indemnity clause.
- 2.3 The Consultant shall not be responsible for or obligated to indemnify the Authority from claims, demands, costs, or liability to the extent caused by the Authority's active negligence or sole negligence.

### **3 FORCE MAJEURE**

- 3.1 Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to Acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Consultant shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Consultant arises out of a default of its Subcontractor, and if such default arises out of the following:
1. Causes beyond the control of both the Consultant and Subcontractor; and,
  2. Without the fault or negligence of either of them.

- 3.2 However, with respect to supplies or services to be furnished by the Subcontractor that were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule, the Consultant and its Subcontractors will be held liable for damages of such delay or failure.

#### **4 PREVAILING WAGES**

- 4.1 Pursuant to the provisions of section 1773 of the Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.1 of said Code, apprenticeship or other training programs authorized by section 3093 of said Code, and similar purposes) as applicable to the work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at Authority's offices, and will be furnished to the Consultant and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, the Consultant may be required to pay the wage rate of the most closely related craft or classification shown in such determinations. If there is any conflict between the state prevailing wage, the federal prevailing wage and the Authority's Community Benefits Agreement, the highest rate shall be paid.

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

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

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

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

## 7 LEGAL NOTICE

- 7.1 This clause is not intended to apply to normal, daily communication between the parties related to the progress of work. This clause applies to situations where notice is required to be given by the Agreement or the parties are asserting their legal rights and remedies. This section is not intended to replace any other applicable legal requirements.
- 7.2 Any communication, notice, or demand of any kind whatsoever which any party may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

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

- 8.1 The Consultant shall be an individual or firm authorized to do business in California and shall obtain at its sole expense all license(s) and permit(s) required by law, including professional licenses and registrations, for accomplishing any work required in connection with this Agreement.
- 8.2 If the Consultant is located within the State of California, a business license from the city/county in which the Consultant is headquartered is necessary; however, if the Consultant is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If the Consultant's headquarters is located outside the State of California, the Authority requires a copy of the business license (or that state's equivalent documentation) for the company's respective state showing that the company is in good standing in that state, and proof of registration as a foreign corporation qualified to do business in California.
- 8.3 In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Consultant agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
- 8.4 All Subcontractors shall be licensed for the Work they are conducting if licensing would be required of the Consultant for that Work.

## 9 INSURANCE

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

### 9.1 Workers' Compensation Insurance

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

### 9.2 General Liability Insurance

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

### 9.3 Automobile Liability Insurance

The Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1 million combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

### 9.4 Professional Liability (Errors & Omissions) Insurance

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

### 9.5 Environmental Professional Liability Insurance

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

1. Bodily injury;
2. Property damage;
3. Pollution conditions arising out of environmental work;

4. Asbestos-related claims; and,
5. Testing, monitoring, measuring operations, or laboratory analyses.

## 9.6 Other Provisions or Requirements

### 9.6.1 Proof of Insurance

The Consultant shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance policies, certificates and endorsements must be approved by the Authority'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 Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

### 9.6.2 Duration of Coverage

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

### 9.6.3 Authority's Rights of Enforcement

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

### 9.6.4 Acceptable Insurers

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

### 9.6.5 Waiver of Subrogation

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

### 9.6.6 Enforcement of Agreement Provisions (non estoppel)

## Exhibit E: Additional Provisions

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

#### 9.6.7 Requirements Not Limiting

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

#### 9.6.8 Notice of Cancellation

The Consultant agrees to oblige its insurance agent or broker and insurers to provide to the Authority with 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

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

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

#### 9.6.11 Self-insured Retentions

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

#### 9.6.12 Timely Notice of Claims

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

#### 9.6.13 Additional Insurance

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

#### 9.6.14 Subcontractors

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

### **10 COMPUTER SOFTWARE**

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

### **11 EQUIPMENT RENTAL AGREEMENTS**

11.1 The State shall not be responsible for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.

### **12 OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT**

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

12.2 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.

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

12.4 The Consultant 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.

### **13 CONTINGENT FEE**

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

### **14 NON ELIGIBLE ALIEN CERTIFICATION**

- 14.1 In accordance with 8 U.S. Code section 1621, the Consultant certifies by execution of this Agreement, that it is not an alien who is not:
1. A qualified alien (as defined in 8 U.S. Code section 1641),
  2. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 et seq.], or
  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.

### **15 THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

- 15.1 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 Project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the Project.

## **EXHIBIT F: FEDERAL TERMS AND CONDITIONS**

### **1 FEDERAL REQUIREMENTS**

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

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

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

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

### **3 FEDERAL PROCUREMENT STANDARDS**

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

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

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

- 4.1 No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- 4.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 4.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- 4.4 The Consultant also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier Subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly.

## 5 DEBARMENT AND SUSPENSION

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

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

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

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

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

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

## 6 SITE VISITS

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

## 7 SAFETY OVERSIGHT

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

## 8 ENVIRONMENTAL PROTECTION

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

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

## 9 CIVIL RIGHTS

The following requirements apply to this Agreement:

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

The Consultant also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. section 290 dd), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

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

## **10 ARRA FUNDED PROJECT**

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

## **11 ENFORCEABILITY**

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

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

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

## **13 ACCESS AND INSPECTION OF RECORDS**

1. In accordance with ARRA sections 902, 1514, and 1515, the Consultant agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:
  - a. Access and reproduce any books, documents, papers and records of the Consultant that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and,
  - b. Interview any officer or employee of the Consultant or any of its Subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.

2. Pursuant to 49 C.F.R. section 18.26(i)(11), 49 C.F.R. section 19.26, or A-133 (whichever applicable), the Consultant agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Consultant agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Consultant shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.
3. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. section 552(a).

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

#### **14 WHISTLEBLOWER PROTECTION**

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

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

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

#### **15 FRAUD AND FALSE CLAIMS ACT**

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

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Consultant, to the extent the federal government deems appropriate.

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

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

## **16 WAGE RATE REQUIREMENTS**

Payment of prevailing wages on the Project is required by 49 U.S.C. section 24405(c) (2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Consultant shall comply with the Provisions of 49 U.S.C. section 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. section 151, et seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Consultant shall comply with the provisions of 40 U.S.C sections 3141, et seq. The Consultant shall also comply with the Copeland “Anti-Kickback” Act provisions of 18 U.S.C. section 874 and 29 C.F.R. Part 3.

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

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

## **17 REPORTING REQUIREMENTS**

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

- 17.1 The total amount of funds received by the Consultant during the time period defined in the Authority’s request;
- 17.2 The amount of funds actually expended or obligated during the time period requested;
- 17.3 A detailed list of all projects or activities for which funds were expended or obligated, including:
  1. The name of the project or activity;
  2. A description of the project activity;

3. An evaluation of the completion status of the project or activity; and,
4. An estimate of the number of jobs created and/or retained by the project or activity.

17.4 For any contracts or subcontracts equal to or greater than \$25,000:

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

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

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

## **18 REPRINTS OF PUBLICATIONS**

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

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

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

If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Consultant agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. sections 19.30 through 19.37 inclusive.

## **19 FLY AMERICA**

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

No international travel is authorized under this Agreement.

## **20 SMALL BUSINESS/ DISADVANTAGE BUSINESS ENTERPRISE**

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

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

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

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

## **21 PATENT RIGHTS**

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

## **22 RIGHTS IN DATA AND COPYRIGHT**

- 22.1 The term “subject data” used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes, but is not limited to, graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.
- 22.2 The following restrictions apply to all subject data first produced in the performance of this Agreement:

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

**Attachment E: Cost Proposal/Rate Sheet Form**

STATE OF CALIFORNIA - CALIFORNIA HIGH-SPEED RAIL  
 AUTHORITY (1)

(2) Agreement #: HSRXX-XX

**COST PROPOSAL/RATE SHEET FORM**

Consultant: \_\_\_\_\_

Date: XX/XX/XX

HSR 210 (Rev. 01/2015)

Page 1 of #

	(3)	<b>Fringe Benefit %</b>	<b>General Administrative %</b>	=	<b>Indirect Rate %</b>
STRAIGHT	xx% +	xx% +	xx% +	=	(4a) xx%
OVERTIME	xx% +	xx% +	xx% +	=	(4b) xx%
			(5) FEE %		
			xx%		

Name/Classification1	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate3	Hourly Range for Class4
	Straight	Overtime	From	To			
(6)	(7)	(7)	(8)	(8)	(9)	(10)	(11)

1. Costs proposed must comply with 49 CFR, Part 18.
2. For all key team members, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification.
3. For named employees enter the actual hourly rate.
4. For classifications only, list the average and hourly rate range for that classification.



State of California - California High-Speed Rail Authority

## **CONSULTANT INSTRUCTIONS FOR DEVELOPING CONTRACT COST PROPOSAL/RATE SHEET**

HSR 210 (Rev. 01/2015)

The California High-Speed Rail Authority's Contracts and Procurement Branch (Contracts) will work directly with the Prime Consultant concerning the Agreement and the Cost Proposal/Rate Sheet. The Prime Consultant (Prime) is responsible for coordinating with their Subconsultant(s) to develop the Cost Proposal/Rate Sheet. The Prime Consultant is responsible for obtaining valid cost proposal information and/or forms from its Subconsultant(s) and submitting that information to Contracts. The Prime Consultant is required to have a designated Point of Contact to work with Contracts.

**Authority Review of Cost Proposal/Rate Sheet** - The Consultant's Cost Proposal/Rate Sheet will be subject to Authority review.

1. To assist Authority personnel, the Prime Consultant shall provide a contact person's name, telephone number, fax number and email address for themselves and each Subconsultant.
2. For each Subconsultant the Prime shall identify the estimated total percentage(s) or dollar value of the work anticipated to be performed by the Subconsultant on Form A.
3. The Consultant and its Subconsultants are required to provide supporting documentation for all proposed costs and rates.
4. If a revised Cost Proposal/Rate Sheet is required of the Prime and Subconsultants as a result of audit findings or cost negotiations, the Consultant will provide a new Cost Proposal/Rate Sheet with all requested revision(s) and a revised date. The revised Cost Proposal/Rate Sheet date shall be the same for the Prime and Subconsultants and the revised date shall be on each page of the revised Cost Proposal/Rate Sheet.

**Instructions for completing the Cost Proposal are enumerated on the Cost Proposal Form as follows:**

1. The Prime and Subconsultant's Cost Proposal must be submitted in the format of the Cost Proposal Form (HSR 210) and Schedule of Other Direct Cost Items (HSR 211).
2. On the right hand side of the page indicate the Agreement number(s), the attachment letter, the firm's name, date prepared, and page number of numbers (i.e. 1 of 6, 2 of 6, 3 of 6, etc.).
3. In the middle, center of the page, indicate the firm's percentages for the fringe benefits and general administrative, for straight and overtime percentages, as applicable. The firm's indirect rate percentage is subject to Authority review.
4. **Indirect Rate Percent** - The combined percentage is the combination of the fringe benefit and general administrative, percentages for both Straight and Overtime percentages. Provide rates separately for "Straight" and Overtime". The combined percentage figures for "Straight" and "Overtime" hours may remain the same if the firm's business practice does not accumulate overhead costs separately for "Straight" and "Overtime" hours.
5. **Fee** - As a separate line item, indicate the fee percentage proposed. It should be noted that the fee percentage is subject to negotiation.



6. **Name and Classification** - For all key team members, list the name and corresponding job classification. The job classification title should be descriptive of the function the team member will perform for the project. For all other proposed employees list the job classification. When the Consultant has a “pool” of employees that can perform the necessary tasks and may need to assign different personnel within the same classification to perform the work, identify the “hourly range for class”.

On the Cost Proposal/Rate Sheet form, note employees/classifications that are subject to prevailing wage requirements with an asterisk (\*).

7. **Loaded Hourly Billing Rate** - Under “Loaded Hourly Billing Rates” the firm will list the “Straight”, and “Overtime” rates for all named and/or unnamed classifications. To complete the “Loaded Hourly Billing Rates” section combines the applicable hourly wage rate with the combined overhead and fixed fee percentages. Below is the formula for calculating the “loaded rate” (with example figures):

<b>Actual/Average Hourly Rate</b>	<b>X</b>	<b>Combined %</b>	<b>=</b>	<b>(A)</b>
\$30.75	X	1.1234	=	\$34.54455 (\$34.54)
Actual/Average Hourly Rate	+	(A)	=	(B)
\$30.75	+	\$34.54	=	\$65.29
(B)	X	Fee %	=	(C)
\$65.29	X	0.05	=	\$3.2645 (\$3.26)
(B)	+	(C)	=	Loaded Rate
\$65.29	+	\$3.26	=	\$68.55

Overtime may be “not applicable” (N/A) for some of the classifications. Overtime is not available for all Agreements. Overtime should be “N/A” for exempt employees and with a figure for employee(s) subject to the Fair Labor Standards Act (FLSA).

8. **Effective Date of Hourly Rates** - The initial date of the “Effective Date of Hourly Rates” will be the date of the Interviews, as listed in the RFQ. The “Effective Date of Hourly Rates” should cover the performance period stated in the Agreement. If the Agreement is for a three year duration, the Consultant should list each state fiscal year on a separate line for each named individual and/or classification.
9. **Escalation for Cost of Living** - Escalation shall be in compliance with Attachment D, Exhibit B, Section 2.1.4.
10. **Actual Hourly Rate** - Where a specific employee is named, provide the “Actual Hourly Rate” and the effective dates of the rate.
11. **Classification Employee(s)** - Identify “Actual Hourly Rate” or the “Hourly Range for Class” rate for that classification.



12. **Other Direct Costs** - Utilizing the format of the “Schedule of Other Direct Cost Items” HSR 211 ODCs attached, indicate any anticipated “Other Direct Cost” (ODC) items, including in-house billing rates. ODC items are expenditures that are directly related to the Agreement, which are not captured in the Consultant’s Overhead Percentages.

Each Consultant is responsible for billing the Authority for their ODCs at “actual” cost, without any additional markup or profit. ODCs are subject to Authority review.

1. In-house billing rates are generally for those services provided by the Consultant rather than by an outside vendor. For example, a Consultant may perform all of its printing and reproduction work in-house and bill at an established per page billing rate. The established in-house billing rate should be based on actual costs incurred by the Consultant. Or, a Consultant may send out their printing and reproduction work and pay an outside vendor, in which case the rate would be “Actual” and the amounts billed supported by vendor invoice.
2. If part of the contracted work is to be subcontracted, the Prime Consultant shall submit ODCs for each Subconsultant.
3. Only one ODC sheet should be included with the Prime Consultant’s Cost Proposal/Rate Sheet that combines the Prime and Subconsultants ODC items. Normally, ODC items will vary from Consultant to Consultant depending on the accounting method utilized by the Consultant; the ODC items listed on the “Schedule of Other Direct Cost Items” form may vary from one Consultant to another. If an item listed on the “Schedule of Other Direct Cost Items” form is captured in the Consultant’s Overhead Percentages, the Consultant should note “not applicable” (N/A) in that section.





Form HSR 211

State of California  
 California High-Speed Rail Authority  
 Prime Consultant's Name  
 Agreement #: HSRXX-XX

Attachment #  
 Date XX/XX/XX  
 Page 1 of #

**SCHEDULE OF OTHER DIRECT COST ITEMS**

(12)								
PRIME			SUBCONSULTANT (1)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		

\*Explanation of any asterisk comments.

Notes

1. List applicable direct cost items with estimated rates for this Agreement. These rates should be supported with appropriate documentation.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items listed when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in the overhead rate.
4. Travel related costs are reimbursed in accordance to State of California travel reimbursement rates and guidelines.



## Forms and Certifications

### Forms

- Form A: Schedule of Subcontractor(s)/ Subconsultant(s)
- Form B: Organizational Conflicts of Interest Disclosure Statement
- Form C: Disabled Veteran Business Enterprise Declaration

### Certificates

- Cert. 1: CCC-307
- Cert. 2: Offeror's Overall Project Small Business Goal Commitment Affidavit
- Cert. 3: Iran Contracting Certification
- Cert. 4: Darfur Contracting Act Certification
- Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 6: Subcontractor/Subconsultant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification
- Cert. 7: Non-Collusion Affidavit
- Cert. 8: Equal Employment Opportunity Certification
- Cert. 9: Non-Discrimination Certification
- Cert. 10: Certification Regarding Lobbying





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

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



			DVBE		
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*(Add rows/pages as needed)*

Attach to this form copy(s) of applicable Small Business Certificates for those Subcontractor/Subconsultants that are designated as SB/ MB/ DBE/ DVBEs. Include all applicable certifications.

**Organization Name,  
Address, and Telephone**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Form B: Organizational Conflicts of Interest Disclosure Statement****CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

## 1. Definition

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

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

## 2. Disclosure

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



3. Explanation

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

4. Certification

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Offeror



**Form C: Disabled Veteran Business Enterprise Declaration**

Please complete and submit the Disabled Veteran Business Enterprise Declaration for any DVBE participation. The form is located at:

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





**Cert. 1: CCC-307**

Please complete and submit the CCC-307 form located at:

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.









**Cert. 3: Iran Contracting Certification**

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

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

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

It is on such a list but has received permission pursuant to section 2203(c) or (d) to submit a bid or proposal in response to this RFQ RFX16-11.

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

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

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

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

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

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

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





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

**PLEASE READ THE DIRECTIONS OF THIS CERTIFICATION CAREFULLY. DO NOT COMPLETE THE SIGNATURE BOX UNLESS YOU HAVE INITIALED PARAGRAPH No. 3.**

Pursuant to Public Contract Code section 10478, if an Offeror currently or within the previous three 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 SOQ, please complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

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

OR

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

OR

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

**CERTIFICATION for Paragraph No. 3**

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

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





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

Primary Covered Transactions

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. 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.
3. 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 this certification.
4. Have not within a 3-year period preceding this offer had one or more public transactions (federal, State, or local) terminated for cause or default.

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

Certify to the above  Cannot certify to the above.

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

The Offeror shall require any Subcontractor/Subconsultants, 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/Subconsultants, 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/Subconsultant 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 Agreement.

In accordance with the provisions of 2 C.F.R. Part 180, the prospective lower tier participant (Subcontractor/Subconsultant) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. 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.
3. 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 this certification.
4. 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







---

(Offeror)

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

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

\_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_.  
(City) (State)

---

Signature of Affiant



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

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

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

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

Check one of the following boxes:

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

Check one of the following boxes:

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

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

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

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

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





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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Organization Name,  
Address, and Telephone**





**Cert. 10: Certification Regarding Lobbying**

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

1. 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.
2. 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.
3. 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. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

*Note:*

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

