

## **Metro Gold Line Foothill Extension Construction Authority**

---

### **REQUEST FOR PROPOSALS (RFP) C3005 POMONA TO CLAREMONT DESIGN AND ENGINEERING SERVICES**

---

406 East Huntington Drive, Suite 202  
Monrovia, California 91016  
Phone (626) 471-9050  
Fax (626) 471-9049  
<http://www.foothillextension.org>



<b>Addendum 1</b>	<b>Issued July 18, 2025</b>
<b>Addendum 2</b>	<b>Issued August 22, 2025</b>
<b>Addendum 3</b>	<b>Issued September 26, 2025</b>
<b>Addendum 4</b>	<b>Issued October 1, 2025</b>

### **KEY DATES**

<b>RFP Issued:</b>	<b>June 26, 2025</b>
<b>Last Day for Submitting Written Questions:</b>	<b>September 15, 2025</b>
<b>Last Day Anticipated to Respond to Questions:</b>	<b>September 24, 2025</b>
<b>Last Day to Receive Proposals:</b>	<b>October 29, 2025</b>
<b>Interview Date:</b>	<b>November 12, 2025</b>
<b>Board Award of Contract (anticipated):</b>	<b>January 8, 2025</b>

## TABLE OF CONTENTS

1.0	INSTRUCTIONS TO PROPOSERS .....	3
1.1	EXAMINATION OF RFP DOCUMENTS .....	3
1.2	POINT OF CONTACT / <i>EX PARTE</i> COMMUNICATIONS .....	3
1.3	ADDENDA / CLARIFICATIONS .....	3
1.4	SUBMISSION OF PROPOSALS .....	4
1.5	PRE-CONTRACTUAL EXPENSES .....	5
1.6	TEAMING OFFERS .....	6
1.7	PROPERTY OF THE AUTHORITY .....	6
1.8	LENGTH OF CONTRACT; NOTICE TO PROCEED .....	6
1.9	PROTEST PROCEDURES .....	6
1.10	CONTACT WITH BOARD MEMBERS IS PROHIBITED .....	7
1.11	AVAILABILITY OF DOCUMENTS .....	8
2.0	PROPOSAL CONTENTS AND FORMS .....	10
2.1	FORMAT AND CONTENT .....	10
2.2	COSTS OF SERVICES .....	14
2.3	CONFLICT OF INTEREST .....	15
2.4	REQUIRED FORMS .....	15
3.0	EVALUATION AND AWARD .....	<u>1617</u>
3.1	EVALUATION PROCEDURE .....	<u>1617</u>
3.2	EVALUATION CRITERIA .....	<u>1617</u>
3.3	CONTRACT AWARD .....	18
3.4	EXECUTION OF CONTRACT .....	<u>1920</u>
3.5	NOTIFICATION OF AWARD AND DEBRIEFING .....	<u>1920</u>
4.0	EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ENTERPRISE .....	<u>2122</u>
4.1	POLICY .....	<u>2122</u>
4.2	EQUAL OPPORTUNITY OBLIGATION OF THE PROPOSER .....	<u>2122</u>
4.3	LABOR COMPLIANCE .....	<u>2122</u>
	ATTACHMENTS .....	<u>2223</u>
	ATTACHMENT A – ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT .....	<u>2324</u>
	ATTACHMENT B – CAMPAIGN CONTRIBUTION DISCLOSURE .....	<u>2526</u>
	ATTACHMENT C – GIFT DISCLOSURE .....	<u>2930</u>
	ATTACHMENT D – IRAN CONTRACTING CERTIFICATION .....	<u>3233</u>
	ATTACHMENT E – BID ITEM LIST .....	
	APPENDICES .....	
	APPENDIX 1 Administrative Code Excerpts .....	
	APPENDIX 2 Scope of Services .....	
	APPENDIX 3 Form of Contract .....	
	APPENDIX 4 Reference Documents .....	

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS**

**RFP C3005: METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY  
POMONA TO CLAREMONT  
DESIGN AND ENGINEERING SERVICES**

The Metro Gold Line Foothill Extension Construction Authority hereby invites Proposals from qualified firms or teams to provide design and engineering services for the Project, as more particularly described in Appendix 2. The Authority intends to build the Project through a construction manager at risk ("CMAR") project delivery method.

**Proposals must be received by the Authority at or before 11 a.m., Pacific Time on the date indicated on the cover page of this RFP as the last day to receive Proposals.** Any Proposal received after the date and time specified above will be rejected, considered nonresponsive, and returned to the Proposer unopened.

Parties interested in obtaining a copy of this RFP may do so by visiting the Authority's website at <http://www.foothillgoldline.org>.

All Proposers shall comply with all the provisions of this RFP.

### **DEFINITIONS**

Capitalized terms not otherwise defined below shall have the meaning set forth in the Contract.

- (a) Authority – The Metro Gold Line Foothill Extension Construction Authority.
- (b) Board Member – Any one of the voting or non-voting members of the Authority's Board of Directors.
- (c) Consultant – The Proposer selected to perform the Services pursuant to this RFP.
- (d) Contract – The agreement resulting from this RFP, if awarded, based on the form of contract attached hereto as Appendix 3, including the Scope of Services, attached hereto as Appendix 2, and the Supplemental Contract Documents (Attachment 2 to the Scope of Services) but not including the Reference Documents.
- (e) Key Personnel – The Project Manager and other individuals identified by Proposer in its Proposal pursuant to Section 2.1.3.2(a).
- (f) Proposal – The written response to this RFP submitted by a Proposer.
- (g) Proposer – Firm or team (including subcontractors) that submits a Proposal in response to this RFP.

- (h) Reference Documents – The documents provided in Appendix 4.
- (i) RFP – This Request for Proposals, including all attachments and appendices, and the Reference Documents.
- (j) Services – The services solicited in this RFP as more particularly set forth in Appendix 2.

## **INTERPRETATION**

In this RFP, where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referenced; and the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”. Words such as “herein,” “hereof” and “hereunder” shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings; references to persons or entities include their respective permitted successors and assigns and, in the case of governmental entities, any such governmental entity succeeding to their respective functions and capacities; “day” means calendar day unless otherwise indicated; and words of any gender used herein shall include each other gender where appropriate.

## 1.0 INSTRUCTIONS TO PROPOSERS

### 1.1 EXAMINATION OF RFP DOCUMENTS

By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the Services and the form of contract attached hereto as Appendix 3, and that it is capable of (a) performing the Services within the established schedule, and (b) executing the Contract as described in Section 3.5.

### 1.2 POINT OF CONTACT

The Authority's Chief Contracting Officer and In-House Counsel, Mitchell S. Purcell, Esq., or his designee, will be the sole contact for the prospective Proposers during the procurement process. He will coordinate all managerial, administrative, and technical processes and decisions. Mr. Purcell is located at 406 East Huntington Drive, Suite 202, Monrovia, CA 91016. His e-mail address is [mpurcell@foothillgoldline.org](mailto:mpurcell@foothillgoldline.org).

### 1.3 ADDENDA / CLARIFICATIONS

#### 1.3.1 Addenda

The Authority may at any time modify conditions or requirements of this RFP by issuance of addenda. The Authority shall make any changes to the requirements of this RFP by written addenda only and nothing included in a written response pursuant to Section 1.3.2 or at any other time shall change or qualify in any way any of the provisions in this RFP. The Authority will not be bound by, and Proposers shall not rely on, any oral communications or representations or any written communications except to the extent set forth in an addendum to this RFP and not superseded by a later addendum to this RFP. **Proposers are responsible for checking the Authority's website for addenda, questions and responses, and other important information.**

#### 1.3.2 Questions and Requests for Clarification

If a Proposer has questions about this RFP or requires any clarifications, the Proposer shall notify the Authority in writing in accordance with this Section. All questions and requests for clarification must be received by the Authority **at or before 11 a.m., Pacific Time** on the date indicated on the cover page of this RFP as the last day for submitting written questions. All questions and requests for clarification shall be in writing, clearly labeled "Written Questions," and emailed to Mitchell S. Purcell, Esq., Chief Contracting Officer & In-House Counsel at [mpurcell@foothillgoldline.org](mailto:mpurcell@foothillgoldline.org) with the email subject line "RFP C3005 - Written Questions." The Authority shall not be responsible for failure to respond to a question or request for clarification that has not been properly labeled.

Summaries of the inquiries and responses may be posted without attribution on the Authority's website at [www.foothillgoldline.org](http://www.foothillgoldline.org). The Authority does not anticipate issuing any responses to inquiries after the date set forth on the cover page of this RFP as the last day anticipated to respond to written questions. The responses will not be considered part of this RFP or the Contract but may be relevant in resolving any ambiguities in this RFP or the Contract. Inquiries resulting in any modifications to this RFP will be documented in addenda.

## **1.4 SUBMISSION OF PROPOSALS**

### **1.4.1 Date and Time**

**Proposals must be received at or before 11 a.m., Pacific Time on the date set forth on the cover page of this RFP as the last day to receive Proposals.** Any Proposals received after the above-specified time will be rejected, considered nonresponsive, and returned to the corresponding Proposers unopened.

### **1.4.2 Address**

Proposals shall be addressed as follows:

METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY  
Attention: Mitchell S. Purcell, Esq.  
Chief Contracting Officer & In-House Counsel  
406 East Huntington Drive, Suite 202  
Monrovia, CA 91016

### **1.4.3 Submission of Proposals**

The Proposer shall submit an **original, five copies and one electronic copy** of its Proposal in a sealed package, *excluding its costs of services* as required by Section 2.2, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

Request for Proposals (RFP) C3005:  
Pomona to Claremont Design and Engineering Services  
Proposal Documents

The Proposer shall submit an **original, three copies and one electronic copy** of its costs of services as required by Section 2.2 in a separately sealed package, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

Request for Proposals (RFP) C3005:  
Pomona to Claremont Design and Engineering Services

### Costs of Services

The electronic copies shall be provided on a flash drive in a format that is easily readable and searchable by a common desktop computer with standard software installed, such as Adobe Acrobat.

#### **1.4.4 Acceptance of Proposals**

All Proposals are valid for a period of 180 days after the date indicated on the cover page of this RFP as the last day to receive Proposals, unless the Proposer agrees to extend the validity period.

The Authority reserves the right to accept or reject any and all Proposals, or any item or part thereof, and to waive any deficiencies, informalities or irregularities in Proposals or other submittals, as applicable.

The Authority reserves the right to withdraw this RFP at any time without prior notice, and the Authority makes no representations that any contract will be awarded to any Proposer responding to this RFP. The Authority reserves the right to postpone for its own convenience the date for receipt of the Proposals and to modify any aspect of the schedule.

#### **1.4.5 Disqualification from Future RFPs**

The Authority reserves the right to disqualify any Proposer from future RFPs for an undetermined amount of time for failure to accept a contract and/or unsatisfactory performance.

### **1.5 PRE-CONTRACTUAL EXPENSES**

The Authority shall not pay or reimburse Proposers for any pre-contractual expenses incurred by Proposers, including:

- (a) Expenses incurred in connection with:
  - (i) Preparing a Proposal in response to this RFP;
  - (ii) Submitting a Proposal to the Authority; and
  - (iii) Negotiating with the Authority on any matter related to this RFP or a Proposal; and
- (b) Any other expenses incurred by Proposer prior to the date of execution of the Contract and the issuance of a notice to proceed pursuant thereto.

## **1.6 [NOT USED]**

## **1.7 PROPERTY OF THE AUTHORITY**

Subject to Section 1.12, all documents submitted by the Proposer in response to this RFP shall become the property of the Authority and will not be returned to the Proposer.

## **1.8 LENGTH OF CONTRACT; PHASES**

The Authority anticipates awarding the Contract for a term corresponding to two phases of Services. The first phase, which includes design Services, is expected to last approximately 24 months. The second phase, which includes the provision of design support during construction as described in Appendix 2, is expected to last approximately 48 months. The duration of each phase is subject to change based on schedules received from Proposers as well as other factors and may overlap. The Authority will authorize Services as funds are available. The Authority may extend the Contract by amendment.

## **1.9 PROTEST PROCEDURES**

This Section 1.9 sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers. Such waiver and agreement by each Proposer is also consideration to each other Proposer for making the same waiver and agreement.

### **1.9.1 Protests Regarding RFP or Procurement Process**

A Proposer may protest the terms of this RFP or the procurement process prior to the Proposal due date on the grounds that (a) a material provision in this RFP is ambiguous; (b) any aspect of the procurement process is contrary to legal requirements applicable to this procurement; or (c) this RFP exceeds, in whole or in part, the authority of the Authority. Protests regarding this RFP shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the Authority in an effort to remove the grounds for protest.

Protests regarding this RFP or the procurement process shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest.

Protests regarding this RFP or the procurement process shall be filed by hand delivery to the CEO at Metro Gold Line Foothill Extension Construction Authority, 406 E. Huntington



Drive, Suite 202, Monrovia, California 91016, as soon as the basis for protest is known to the Proposer, but in no event later than 10 Working Days before the Proposal due date, provided that protests regarding an addendum shall be filed no later than five Working Days after the addendum is issued. The Proposer is responsible for obtaining proof of delivery.

No hearing will be held on the protest, but the CEO, or his designee, whose decision shall be final and conclusive, shall decide it, on the basis of the written submissions. The CEO, or his designee, will distribute copies of the protest to the other Proposers and may, but need not, request other Proposers to submit statements or arguments regarding the protest and may, in his or her sole discretion, discuss the protest with the protestant. The Authority shall issue a written decision responding to each substantive issue raised in any protest to each Proposer. If necessary to correct any error, omission or ambiguity identified by the protest, the Authority will make appropriate revisions to this RFP by issuing addenda. The failure of a Proposer to raise a ground for a protest regarding this RFP or the procurement process shall preclude consideration of that ground in any protest of a selection unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests. The Authority may extend the Proposal due date, if necessary, to address any such protest issues. The Authority's decision shall be final.

### **1.9.2 Protests Regarding Award**

Protests regarding any award of the Contract shall be decided in accordance with the Authority's Administrative Code, relevant excerpts from which are attached hereto as Appendix 1.

## **1.10 RULES OF CONTACT**

During the procurement period commencing on the date indicated on the cover page of this RFP as the date this RFP is issued, and continuing until execution of the Contract or cancellation of this procurement: (a) no Proposer including team members may communicate with another Proposer including team members through their employees, members, or agents except that subcontractors that are shared between two or more Proposers may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the Proposers; (b) unless otherwise authorized by the Authority's point of contact, a Proposer may contact the Authority only through the Authority's point of contact; and (c) no employee, member, or agent of any firm shall have any *ex parte* communications regarding this RFP with any member of the Authority's Board of Directors or staff, its advisors, agents, or any of its contractors or consultants involved with the procurement, except for communications expressly permitted by this RFP. Any firm engaging in such prohibited communications may be disqualified at the sole discretion of the Authority. The foregoing shall not preclude any firm from participating in public meetings of the Authority's Board of Directors or formal interview with the Authority as described herein.

## **1.11 REFERENCE DOCUMENTS**

The Reference Documents are not mandatory or binding and the Proposer is not entitled to rely on the Reference Documents. The Authority does not represent or warrant that the Reference Documents are complete, accurate or in conformity with the requirements of the RFP or Contract. The Proposer shall use, or not use, the Reference Documents at its sole risk and liability. The Authority shall not be responsible or liable for any Proposer action or forbearance in reliance on the Reference Documents.

## **1.12 PUBLIC RECORDS ACT**

All records, documents, drawings, plans, specifications, and other material relating to the conduct of Authority business, including materials submitted by Proposers, are subject to disclosure if requested by a member of the public pursuant to the California Public Records Act (Government Code Section 6250 et seq.), and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. The Authority's use and disclosure of its records are governed by such laws.

After the announcement of a recommended award, all Proposals received in response to this RFP will be subject to public disclosure. There are a very limited number of exemptions to this disclosure requirement. Under the California Constitution, these exceptions are narrowly construed in favor of disclosure. If a Proposer asserts that there are portion(s) of the Proposal which are exempt from disclosure under the Public Records Act, the Proposer must mark it as such and state the specific provision in the Public Records Act which provides the asserted exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption, as well as provide the factual basis for claiming the exemption. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets or confidential commercial or financial information is not permitted and shall be deemed invalid. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

If the Authority receives a request for information that a Proposer has marked as exempt from disclosure under the Public Records Act as described above, the Authority will provide the Proposer who submitted such information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Under no circumstances, however, will the Authority be responsible or liable to the Proposer, submitting party, or any other party for the disclosure of any such 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. If the Authority chooses to withhold records from disclosure at the Proposer's request and an action is brought against the Authority to compel disclosure, the Proposer shall pay all attorney fees and litigation costs associated with defending that action,

including without limitation, the Authority's and the prevailing plaintiff's attorney fees and litigation costs.

The Authority will not advise a Proposer or any other submitting party as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act or other applicable laws, as to the interpretation of the California Public Records Act, or as to the definition of trade secret. The Proposer and any other 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 as described above. Each Proposer and any other submitting party is advised to contact its own legal counsel concerning the California Public Records Act, other applicable laws and their application to the Proposer's or any other submitting party's own circumstances.

In the event of litigation concerning the disclosure of any material submitted by the Proposer, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court; and the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The Proposer shall reimburse the Authority for any expenses or costs of any kind that it incurs in connection with any such litigation.

## **2.0 PROPOSAL CONTENTS AND FORMS**

### **2.1 FORMAT AND CONTENT**

#### **2.1.1 Presentation and Content**

Proposals shall be typed and single-spaced with a minimum 11-point font on 8 ½ x 11-size paper using a single method of fastening; fonts on tables, graphics, captions, callouts and similar graphical text must be legible but may be smaller than 11-point. Proposals shall not exceed 50 pages in length, excluding resumes, forms, conflict of interest responses, the information called for in Section 2.1.3.3(c), and CPM schedule as described below. In addition, a maximum of fifteen 11 x 17-size sheets of paper may be used. Proposers are in no way obligated to use the maximum number of pages. Proposal pages shall be sequentially numbered. Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narratives are discouraged.

Each Proposal must include:

- (a) A letter of transmittal, as described in Section 2.1.2;
- (b) The three sections described in Section 2.1.3, comprised of:
  - (i) Section 1 – Qualifications, Related Experience, and Financial Stability;
  - (ii) Section 2 – Staffing and Personnel / Team Organization; and
  - (iii) Section 3 – Project Understanding, Plan, and Approach;
- (c) The costs of services, as described in Section 2.2 (submitted separately in accordance with Section 1.4.3);
- (d) The relationships disclosure described in Section 2.3; and
- (e) The required forms (Attachments A through D), as described in Section 2.4.

#### **2.1.2 Letter of Transmittal**

The letter of transmittal shall be addressed to the Chief Contracting Officer & In-House Counsel and must, at a minimum, include the following:

- (a) Identification of the Proposer, including full legal name, address, and telephone number;
- (b) Proposed working relationship between the Proposer and subconsultants (with full legal names), if applicable;

- (c) Acknowledgement of receipt of all RFP addenda, if any (if none, so state);
- (d) Acknowledgement of receipt of all Proposer inquiries and Authority responses, if any (if none, so state);
- (e) Name, title, address, email, and telephone number of the contact person for the Proposer's Proposal;
- (f) A statement indicating that the Proposal shall remain valid for a period of not less than 180 days from the date of submittal; and
- (g) The signature of the person authorized to bind the Proposer to the terms of the Proposal.

### **2.1.3 Proposal**

Generally: Appendix 2 identifies the deliverables and tasks required for this RFP. The Proposal must identify the Proposer's approach to performing the Services in the most cost effective and efficient manner.

Specifically: A Proposer must include the following four sections in its Proposal to be considered responsive:

#### **2.1.3.1 Section 1 - Qualifications, Related Experience, and Financial Stability**

The Proposer shall:

- (a) Provide a brief profile of the Proposer emphasizing the Proposer's qualifications and competence to perform the Services, including the types of services offered; the year founded; form of the organization; number, size, and location of offices; and number of employees.
- (b) Describe the Proposer's experience in performing services of a similar nature to that solicited in this RFP and highlight the participation in such services by the Project Manager and other Key Personnel proposed for assignment to the Services. The Proposer shall describe experience that includes, at a minimum (NOTE: if a subconsultant is providing a particular service relevant to the experience required below, identify the subconsultant, describe the service they will provide, and describe such subconsultant's experience):
  - (i) Experience working with one or more public agencies that regularly handle projects larger than \$100 million;
  - (ii) Experience working with public transit agencies on long linear projects across multiple jurisdictions;

- (iii) Experience working on CMAR, design-build or progressive design-build projects;
  - (iv) Experience (at least five years) with designing fixed facilities of light rail systems, including drainage, track, and stations;
  - (v) Experience (at least five years) with designing systems of light rail systems;
  - (vi) Experience (at least five years) with designing Metrolink systems and fixed facilities, including train control, track and stations;
  - (vii) Experience as a State of California Registered Land Surveyor providing property boundary survey (field/office) and aerial mapping and orthographic projections; and
  - (viii) Experience in the development of utility rearrangement drawings.
- (c) (i) Identify subconsultants, if any, by company name (full legal name), address, contact person, telephone number, the specialty area they will be involved in, and any other relevant information, and (ii) describe the Proposer's experience in working with each subconsultant.
  - (d) Provide a minimum of three references from projects cited as related experience (one of which must be from a public agency). The Proposer shall furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. Additionally, the Proposer may supply references from other services not cited in this section as related experience.
  - (e) Provide a general description and evidence of the Proposer's financial condition and ability to manage the financial demands of performing the Services; and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to perform the Services. The Proposer shall include any relevant information regarding current and/or projected workload.

### **2.1.3.2 Section 2 – Staffing and Personnel / Team Organization**

This section of the Proposal should highlight the Proposer's management, technical team, and organization. The Proposer shall:

- (a) Identify the Project Manager, with primary responsibility for all Services, and the other Key Personnel for the Key Personnel positions identified in Appendix 2 and include major areas of subcontract Services, if any.

In addition to the above, provide a matrix showing the individuals proposed to perform the Services, including which individuals have lead responsibility

for each area of the Services, their company affiliation, the specific task(s) for which they are being proposed, and their availability (hours per week).

- (b) Provide a description of the experience, education, and applicable professional credentials of the Project Manager and other Key Personnel, including a detailed description of their involvement in any experience described in Section 2.1.3.1.
- (c) Furnish brief resumes (not more than two pages each) for the proposed Project Manager and other Key Personnel.
- (d) Include a personnel / team organization chart (and description, if needed) which clearly delineates communication and reporting relationships between the Project Manager and other Key Personnel, including subconsultants.
- (e) Include a statement that the proposed Project Manager and other Key Personnel will be available for the workload proposed for the term of Contract and acknowledging that Key Personnel shall not be removed, replaced and/or materially less available than indicated in the Proposal without the prior written concurrence of the Authority.

### **2.1.3.3 Section 3 - Project Understanding, Plan, and Approach**

The Proposer shall provide a project work plan in the form of a detailed narrative that (1) addresses both its management and technical approach to performing the Services in the most cost-effective manner and (2) shows the Proposer's understanding of the needs and requirements of the Authority in this RFP. As part of its project work plan, the Proposer shall include the following:

- (a) The Proposer's understanding of the Services and the Project, including the Proposer's Project Manager including the availability of such individual to perform his/her responsibilities.
- (b) The Proposer's approach for managing the Services, including the individuals within the Proposer's organization who will have lead responsibility for each task; and the availability of such individuals to perform their responsibilities.
- (c) The Proposer's approach for completing the Services, including a description of each task and subtask required to complete each phase of the Services. The Proposer shall include the labor hours associated with each task and subtask required to perform the Services (*without reference to costs and in addition to any information included in the costs of services*) and identification of which individuals within the Proposer's organization, including their company affiliation, will have specific responsibility for them. To the extent the Proposer believes that tasks and subtasks not included in the Services should be part of the Services, the Proposer shall identify the

tasks and assign labor hours to accomplish those tasks (*without reference to costs and in addition to any information included in the costs of services*). The Proposer shall identify which single individual within the Proposer's organization will have lead responsibility for the Services and indicate the availability of such individual to perform his/her responsibilities.

- (d) A Critical Path Method (CPM) schedule identifying the timeframes and sequence for each of the tasks and deliverables identified in Appendix 2 as well as a plan demonstrating the Proposer's capability to meet such a schedule.

## 2.2 COSTS OF SERVICES

The Proposer shall submit in a separately sealed package as described in Section 1.4.3:

- (a) For the Services, a matrix showing total cost by phase, task and subtask by month, separately including any tasks and subtasks not included in the Services that the Proposer believes should be part of the Services.
- (b) A completed Attachment E (Bit Item List) with proposed pricing. All pricing for the Services shall be inclusive of all of Proposer's profit and overhead and (a separate line for) all costs that might be expended in pursuit of performing the Services, including, but not limited to, any equipment, labor, materials, payroll, overhead and administrative costs, travel and living expenses, licenses, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services.
- (c) The hourly rates as shown on Table 2.2(b) shall be used to calculate the milestone amounts and changes to such milestone amounts for any additional services, should additional services be requested by the Authority. All hourly rates shall be fully-loaded and inclusive of all expenses that will be charged to the Authority, including, but not limited to, hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, such as travel, meal reimbursement, hotel per diems, and taxes.

Table 2.2(b) Services Hourly Rates	
Project Manager	\$[•]
[Other Key Personnel]	\$[•]
[•]	\$[•]
[•]	\$[•]



- (d) For the Services, a full set of Form 60s in the form set forth as Exhibit E to the Contract.
- (e) The information provided pursuant to this Section 2.2 shall not be part of the evaluation and shall be subject to negotiation before award.

## **2.3 CONFLICT OF INTEREST**

The Proposer shall disclose any relationships between any employee or other person connected with the Proposer and its team members and any employee or other person connected with the Authority, through family, business or other relationships. If the Proposer has no such relationships, respond by indicating no such relationships exist.

By submitting a Proposal, Proposer is certifying that at the time of the submission of the Proposal, Proposer and its team members have no contractual or other relationships which would create any actual or perceived conflict of interest, except as disclosed above in its relationships disclosure and on its Organizational Conflicts of Interest Disclosure Statement (Attachment A). Proposer further certifies that, if awarded the Contract, Proposer, its team members, and any employees of the foregoing shall not acquire any other contractual relationships during the term of the Contract which would create such a conflict.

The Authority will evaluate actual or perceived conflicts on a case-by-case basis. The Authority shall, at its sole discretion, determine whether a conflict of interest exists and qualify or disqualify firms or teams accordingly.

## **2.4 REQUIRED FORMS**

- (a) The Proposer, on behalf of its entire team, must complete and submit the form entitled “Organizational Conflicts of Interest Disclosure Statement” provided as Attachment A.
- (b) In conformance with the statutory requirements of the State of California Government Code Sections 84308 and 87100, part of Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8 and California Public Utilities Code 132410, regarding campaign contributions and gifts to members of appointed Boards of Directors and governing bodies and staff members, Proposer and each team member must complete and submit the forms provided as Attachments B and C.
- (c) Proposer and each team member must complete and submit the form entitled “Iran Contracting Certification” provided as Attachment D.
- (d) See Section 2.2(b) regarding submittal of the form entitled “Bid Item List” provided as Attachment E.

## 3.0 EVALUATION AND AWARD

### 3.1 EVALUATION PROCEDURE

An evaluation team, including Authority staff, and may include outside agency representatives and/or representatives from local cities and municipalities, will evaluate the Proposals based on responsiveness and the criteria set forth in Section 3.2 and will evaluate the interviews based on the criteria set forth in Section 3.3.

The Authority will score the Proposals as follows:

Total Proposal Score (maximum 150 points) = Proposal Score (maximum 100 points) + Interview Score (maximum 50 points)

The evaluators in applying the evaluation criteria to the Proposals may consider additional sub-criteria beyond those listed and information outside of a Proposal otherwise available to the evaluators.

The Authority may engage in communications with the Proposers after receipt of Proposals, allowing Proposers to provide clarifications to their Proposals. This process will be initiated by delivery of a written request from the Authority to the Proposer identifying the information needed and a date and time by which the information must be provided. The Proposer shall provide the requested information in writing by the date and time indicated. If the requested information is not timely received, the Proposer's Proposal score may be adversely affected and/or the Proposal may be declared nonresponsive.

During the evaluation period, the Authority shall conduct interviews with some or all of the firms or teams. The date indicated on the cover page of this RFP as the Interview Date has been established as the date on which interviews will be conducted; provided, however, the Authority reserves the right to adjust the Interview Date for a Proposer upon the Proposer's request due to extenuating circumstances. All Proposers are advised to keep the scheduled date available. If the Proposer is unable to attend the interview on the date of its scheduled interview, its Proposal may be eliminated from further consideration.

Based on the evaluation team's review and scoring of the Proposals and the interviews, and without review of the costs of services separately submitted by Proposers, the evaluation team will rank the highest scoring Proposer first, the next highest scoring Proposer second, and so on and so forth.

If the Proposer or anyone representing the Proposer offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the Authority, including agents or anyone representing the Authority at any time during the procurement process, the Authority shall immediately disqualify the Proposer and the Proposer shall not be entitled to any payment.

Subject to Section 1.12, the Authority reserves the right to disclose information contained in Proposal to the public.

Practices which might result in unlawful activity, including rebates, kickbacks, or other unlawful consideration, are strictly prohibited under this RFP.

## **3.2 PROPOSAL EVALUATION CRITERIA**

The evaluation criteria, listed below, are described in terms of the evaluation factors along with a maximum score indicated in parenthesis:

### **3.2.1 Qualifications, Competence, Related Experience, and Financial Stability (40 points)**

Proposers (and their team members, as applicable) will be evaluated as to whether and to what degree they (a) are qualified and competent to perform the Services, (b) have substantial and positive experience performing services as described in Section 2.1.3.1(b), including experience working with one or more public agencies that regularly handle projects larger than \$100M, (c) provide references that support their qualifications, competency, and experience and (d) are financially stable and able to handle the financial demands of performing the Services.

### **3.2.2 Staffing and Personnel / Team Organization (40 points)**

Proposers (and their team members, as applicable) will be evaluated as to whether and to what degree they present (a) a well-qualified and experienced Project Manager and other Key Personnel, particularly as it relates to conducting services similar to the Services, including experience working with one or more public agencies that regularly handle projects larger than \$100M, (b) a Project Manager and other Key Personnel deeply involved with any experience discussed in Section 2.1.3.1(b), (c) a clear and logical personnel / team organization, and (d) a statement agreeing to the restrictions on changes in Key Personnel set forth in Section 2.1.3.2(e).

### **3.2.3 Project Understanding, Plan, and Approach (20 points)**

Proposers (and their team members, as applicable) will be evaluated as to whether and to what degree they (a) convey a clear understanding of the Services, (b) set forth an efficient, complete, and effective approach to performing the Services, (c) reflect a strong understanding and approach to each task and subtask required to complete the Services, including any recommended tasks not included in the Services, (d) a reasonable labor hours commitment and indication of availability, and (e) propose a realistic schedule identifying a timeline for deliverables which meets or beats project deadlines along with a plan demonstrating the capability to meet such a schedule.

### **3.3 INTERVIEW EVALUATION CRITERIA**

After the Proposals have been evaluated, the Authority will interview each responsive Proposer. The interview will consist of a presentation by the Proposer addressing (i) how the Proposer plans to work with the Authority on the Project, (ii) how the Proposer team is organized, and (iii) the Proposer's Project understanding, plan, and approach. The presentation will be followed by a round of questions by the interviewers and closing remarks by the Proposer. The Authority will provide additional details regarding the interviews prior to the interviews.

The Interview Score will be based on the following:

- (a) The effectiveness of the Proposer's plan to work with the Authority (maximum of 5 points);
- (b) The effectiveness of the Proposer's organization (maximum of 10 points);
- (c) The Proposer's Project understanding, plan, and approach (maximum of 15 points); and
- (d) The Proposer's responses to questions (maximum of 20 points).

### **3.4 CONTRACT AWARD**

After the evaluation procedure described in Section 3.1 has been completed, the Authority will notify the highest ranked Proposer that it is the number one ranked Proposer and, within 14 days of delivery of such notice, will begin negotiations with such Proposer, including aspects of the Proposal that will be incorporated into the Contract. The Authority will notify the Proposer if the Authority requires more time before the start of negotiations. Prior to the start of negotiations, the Authority will provide the Proposer with written instructions for the negotiations to allow the negotiations to proceed in an orderly fashion. In the event the Authority is unable to conclude negotiations with the Proposer ranked number one, the Authority will terminate negotiations with such Proposer and conduct negotiations with the second ranked Proposer, and so on and so forth. If the Authority successfully concludes negotiations with a Proposer, the Authority may make a recommendation for award of the Contract to the Authority's Board of Directors. Any decision to commence negotiations and the extent and nature of such negotiations are at the Authority's sole discretion. The Authority's Board of Directors will be responsible for making the decision of whether to award the Contract to such Proposer.

Prior to the negotiations and/or award of the Contract, the selected Proposer team members may be required to submit to a pre-award audit of their financial records to confirm claims of financial stability, determine allowable overhead rates, and ascertain the capacity of the firm's accounting systems to meet the internal controls necessary to account for state and local funds from various transportation sources.

The Authority reserves the sole right to determine whether or not a consultant will be selected and a contract awarded as a result of this RFP. The Authority may cancel this procurement, commence a new procurement for part or all of the Project, or issue an addendum at any time. Issuance of this RFP does not guarantee that a contract for the Services will be awarded.

The Proposal shall not limit, modify or alter the Authority's ability to approve all submittals and plans under the Contract (where such approvals are indicated or required).

### **3.5 EXECUTION OF CONTRACT**

By submitting its Proposal, each Proposer commits to enter into the Contract, without negotiation or variation, except to fill in blanks. Following award and the conclusion of negotiations, if any, the Authority will finalize the Contract by filling in blanks, correcting any errors, and including other necessary information. The Authority will notify the Proposer if more than 45 days after award and conclusion of negotiations, if any, are necessary to complete the Contract. Within five Working Days after delivery by the Authority to the successful Proposer of the execution Contract, the successful Proposer shall deliver to the Authority the following:

- (a) Signed Contract (5 executed duplicate originals);
- (b) Insurance certificates showing compliance with coverages required in the Contract in a form satisfactory to the Authority as well as any other evidence showing such required coverages as may be requested by the Authority;
- (c) Evidence as to the authority of the signatories to the Contract; and
- (d) Evidence of any required licensing (for instance, professional registration information for the Proposer's officer, director, employee or agent in responsible charge).

Failure to comply with the above may result in termination of negotiations and/or cancellation of award, in which case, the Authority may (but is not obligated to) proceed to negotiate with the next highest ranked Proposer in accordance with Section 3.4.

The Contract shall not be effective until it has been signed by both the Proposer and the Authority.

### **3.6 NOTIFICATION OF AWARD AND DEBRIEFING**

Each Proposer that submits a Proposal shall be notified in writing regarding the Proposer that was awarded the Contract (if any). Such notification shall be made within 14 Working Days after the Contract award is made.

Proposers that were not awarded the Contract may obtain an explanation and/or response concerning the strengths and weaknesses of their Proposals. Unsuccessful Proposers that wish to be debriefed must request the debriefing in writing, and the Authority must receive the request within three Working Days of their notification of the Contract award to another Proposer.

## **4.0 EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ENTERPRISE**

### **4.1 POLICY**

It is the policy of the Authority that Small Business Enterprises (SBEs) shall have a significant opportunity to participate in the performance of contracts. A firm is considered an SBE if it is certified as an SBE (i) by the California Department of General Services (“DGS”), the Los Angeles County Metropolitan Transportation Authority, or the City of Los Angeles; or (ii) by another recognized body acceptable to the Authority whose certification processes generally provide for a business size consistent with 13 CFR Part 121, a quality of SBE ownership that is real and substantial, and ownership discretion and control indicating true independence and discretion of the SBE. The Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

### **4.2 EQUAL OPPORTUNITY OBLIGATION OF THE PROPOSER**

In connection with its proposed performance under this RFP, the Proposer shall not discriminate against any employee or applicant for employment, or harass or allow harassment of any employee because of race, religion, color, sex, age or national origin. The Proposer shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but are not limited to, 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.

### **4.3 LABOR COMPLIANCE**

Consultant shall be required to submit timecards for the applicable period with their invoices for all staff and subconsultants.

## **ATTACHMENTS**

<b>ATTACHMENT A</b>	<b>Organizational Conflicts of Interest Disclosure Statement</b>
<b>ATTACHMENT B</b>	<b>Campaign Contribution Disclosure Form</b>
<b>ATTACHMENT C</b>	<b>Gift Disclosure Form</b>
<b>ATTACHMENT D</b>	<b>Iran Contracting Certification</b>
<b>ATTACHMENT E</b>	<b>Bid Item List</b>



# **ATTACHMENT A – ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT**

## **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**

### **1. Policy**

An organizational conflict of interest means that because of other activities, relationships, or contracts, a Proposer or one of its team members (each a “consultant”) is unable, or potentially unable, to render impartial assistance or advice to the Authority; a consultant's objectivity in performing the contract services is or might be otherwise impaired; or a consultant has an unfair competitive advantage.

### **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 Proposer and its team members which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

---

---

---

---

---

---

---

---

### **3. Explanation**

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

---

---

---

---

---

4. Certification

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

---

Signature

---

Name

---

Title

---

Proposer Name

## **ATTACHMENT B – CAMPAIGN CONTRIBUTION DISCLOSURE**

### **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**

#### **Campaign Contribution Disclosure Information Sheet**

The attached Campaign Contribution Disclosure Form must be completed by any person submitting a statement of qualifications, proposal or bid to enter into a contract or subcontract with the Metro Gold Line Foothill Extension Construction Authority (the “Authority”). If no such contributions have been made, such person shall sign and so indicate on the form.

#### Important Notice

The basic provisions of Government Code Section 84308, 2 Cal. Adm. Code Section 18438.8 and Public Utilities Code Section 132410 as applicable to contractors, prospective contractors and subcontractors are as follows:

- I. If you are a contractor with or a prospective contractor or subcontractor with the Authority you are prohibited from making a campaign contribution of more than \$500 to any Board Member or his or her alternate or other officer of the Authority. This prohibition begins on the date the Authority releases documents requesting statements of qualifications (“RFQ”), requests for proposals (“RFP”) or invitations for bid (“IFB”) and ends 12 months after the Board of Directors awards the contract. In addition, no Board Member or alternate or Authority officer may solicit or accept a campaign contribution of more than \$500 from you during this period.
- II. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in the contract. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- III. You and your subcontractors must file the attached disclosure form and disclose whether you or your agent(s) have contributed more than \$500 to any Board Member or his or her alternate or any other Authority officer during the 24 month period preceding the release of the RFQ, RFP or IFB.
- IV. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 24 months must be aggregated with those made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture(s), and your partner(s) in the proceeding. Campaign contributions made to different Members of the Board of Directors or their alternates or different Authority officers are not aggregated.

- V. If you or your agent have contributed more than \$500 to any individual Board Member or his/or her alternate or other Authority officer during the 24 months preceding the decision to award the contract, that Board Member or alternate or other Authority officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board Member or alternate or other Authority officer returns the campaign contribution within 30 days from the time the recipient knows, or should have known, about both the contribution and the fact that you have indicated a desire to enter into a contract with the Authority.
- VI. The Campaign Disclosure Form shall be completed and filed with your statement of qualification, proposal and bid.

A list of the Board Members and alternates and other Authority officers is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act, 2 Cal. Adm. Code Sections 18438.8 and Public Utilities Code Section 132410. You should consult these statutes and regulations for specific information.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Contractor's or Subcontractor's Name: \_\_\_\_\_

Contractor's or Subcontractor's Address: \_\_\_\_\_

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

Board Member(s) or Alternate(s) or other officer(s) to whom campaign contributions were made and dates of contribution(s) in the preceding 24 months (if none, please so state):

Name of Recipient of Contribution: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Recipient of Contribution: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Recipient of Contribution: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

Signature of Party and/or Agent

[Add additional sheets as necessary.]

**AUTHORITY BOARD OF DIRECTORS**

**AUTHORITY BOARD ALTERNATES**

Ed Reece	Larry Spicer
Mendell Thompson	Paul Leon
Tim Sandoval	N/A
Tim Hepburn	Bill Ruh
Gene Masuda	N/A
Daniel Evans	N/A
Alan Wapner	John Dutrey
Marlon Regisford	Dan Kopulsky

## **ATTACHMENT C – GIFT DISCLOSURE**

### **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**

#### **Gift Disclosure Information Sheet**

The attached Gift Disclosure Form must be completed by contractors, potential contractors and their subcontractors submitting a statement of qualifications, proposal or bid to enter into a contract or subcontract with the Metro Gold Line Foothill Extension Construction Authority (the “Authority”). If no such gifts have been made, such contractor, potential contractor or subcontractor shall sign and so indicate on the form.

#### Important Notice

Basic Provisions of Government Code Section 87100 and Public Utilities Code Section 132410:

- I. Board members and their alternates and all Authority employees (“employees”) of the Authority are prohibited from accepting gifts valued at more than \$10 from contractors, subcontractors or potential contractors with the Authority.
- II. All contractors, potential contractors and subcontractors with the Authority must file the attached disclosure form and disclose whether they have in the aggregate contributed \$10 or more to any Board member or his or her alternate or any employee during the 12 month period preceding the date of submission of a response to a statement of qualifications, request for proposals or invitation for bid.
- III. Board members and alternates must disqualify themselves from decisions to award a contract which will have a material financial effect on a donor of a gift of more than \$10 in the preceding 12 months.
- IV. A list of Board Members and their alternatives and Authority employees is attached.
- V. The Gift Disclosure Form shall be completed and filed with each response to a request for a statement of qualifications, request for proposals or invitation to bid.
- VI. This information sheet summarizes the provisions of Government Code Section 87100 and Public Utilities Code Section 132410. You should consult these statutes for more specific information.

## GIFT DISCLOSURE FORM

To be completed only if gifts have been made in the preceding 12 months.

Donor's Name: \_\_\_\_\_

Donor's Address: \_\_\_\_\_

Proposed or Current Contract: \_\_\_\_\_

Board Member(s) or Alternate(s) or staff member to whom you and/or your agent made gifts in excess of \$10 in the prior 12 months (if none, please so state).

Name of Recipient: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Person Making Gift (if other than Party): \_\_\_\_\_

Donor's Name: \_\_\_\_\_

Donor's Address: \_\_\_\_\_

Proposed or Current Contract: \_\_\_\_\_

Board Member(s) or Alternate(s) or staff member to whom you and/or your agent made gifts in excess of \$10 in the prior 12 months.

Name of Recipient: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Person Making Gift (if other than Party): \_\_\_\_\_

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

\_\_\_\_\_

Signature of Contractor, Potential Contractor or Subcontractor

[Add additional sheets as necessary.]



<b>AUTHORITY BOARD OF DIRECTORS</b>	<b>AUTHORITY BOARD ALTERNATES</b>
Ed Reece	Larry Spicer
Mendell Thompson	Paul Leon
Tim Sandoval	N/A
Tim Hepburn	Bill Ruh
Gene Masuda	N/A
Daniel Evans	N/A
Alan Wapner	John Dutrey
Marlon Regisford	Dan Kopulsky

## ATTACHMENT D – 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 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. Department of General Services 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 proposal in response to RFP.

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

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

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

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

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

## ATTACHMENT E – BID ITEM LIST

#	BID ITEMS	AMOUNT
<b>DESIGN DEVELOPMENT</b>		
1.	Mobilization (15% of Total Less Total For Design Services During Construction)	
2.	Deliverables (e.g., design submittals, monthly reports, programmatic plans)	
3.	Project Management (During Design Development)	
4.	CMAR Review	
<b>TOTAL FOR DESIGN DEVELOPMENT</b>		
<b>FINAL DESIGN</b>		
5.	Deliverables (e.g., design submittals, monthly reports, programmatic plans)	
6.	Project Management (During Final Design)	
<b>TOTAL FOR FINAL DESIGN</b>		
<b>DESIGN SERVICES DURING CONSTRUCTION</b>		
7.	Design Services During Construction (Total for Design Services During Construction Less Project Management)	
8.	Project Management (During Design Services During Construction)	
<b>TOTAL FOR DESIGN SERVICES DURING CONSTRUCTION</b>		
<b>TOTAL</b>		

1. Mobilization payment is six equal monthly payments.
2. Milestone payments for each design submittal at each percent complete (30% (when applicable), 60%, 85%, 100%, AFC) to be paid in two equal payments when submitted and when approved.
3. Milestone payments for each programmatic plan submittal to be paid in two equal payments when submitted and when approved.
4. Monthly project management cost for the management of the project to be paid on an equal monthly amount or based on manpower curve.
5. Design services during construction to be paid on an equal monthly amount or based on manpower curve.
6. Project management for Design Development may not exceed 10% of the Total for Design Development.
7. Project management for Final Design may not exceed 10% of the Total for Final Design.

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

**Authorized Signature**

**On Behalf of:** \_\_\_\_\_

**Proposer's Name**



## **APPENDIX 1**

### **Administrative Code Excerpts**

**METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY  
ADMINISTRATIVE CODE  
TITLE III, CHAPTER 2, SECTION 10, AMENDED AS OF MARCH 23, 2016**

#### **SECTION 10: PROTEST PROCEDURES**

- A. A party that has timely submitted a bid or proposal in response to any procurement of the Authority may file a Protest objecting to the award of a contract.
- B. In order for a protest to be considered properly and timely filed, the protest must:
1. Be filed in writing with the Chief Executive Officer of the Authority, within five (5) calendar days after publication of the written recommendation for award.
  2. Be filed by an actual bidder or proposer responding to the procurement. No other party has standing to protest.
  3. Identify the specific procurement number involved.
  4. Identify the specific recommended action or decision being protested.
  5. Specify in detail the grounds of the protest, the facts supporting the protest and the status of the protester.
  6. Include all relevant supporting documentation with the protest at the time of submittal.

If a protest does not comply with each and all of the above six (6) requirements, the protest will not be considered and will be returned to the protester.

C. The Chief Executive Officer of the Authority will attempt to resolve a properly filed protest or perform additional fact-finding. If the Chief Executive Officer is able to resolve the protest at this stage, a letter confirming resolution shall be sent to the protester. If the Chief Executive Officer is unable to resolve the protest within five (5) calendar days from receipt, he/she will establish an independent team to evaluate the merits of the protest. The Chief Executive Officer will review the recommendation of the evaluation team and notify the protester in writing of the decision on whether or not to deny the protest.

D. If the Chief Executive Officer's decision is to deny the protest, the contract shall be recommended to the Board for award, or executed, if previously awarded by the Board subject to resolution of the protest. If the Chief Executive Officer's decision is to uphold the protest, a recommendation will be made to the Board to reject all proposals or bids, cancel the Request for Proposals or Invitation for Bids and solicit new proposals or bids, or award the contract to another proposer.

## **APPENDIX 2**

### **Scope of Services**

*[See Attached]*

### **APPENDIX 3**

#### **Form of Pomona to Claremont Design and Engineering Services Contract**

*[See Attached]*



## **APPENDIX 4**

### **Reference Documents**

1. RFP C3001 General Requirements
2. RFP C3001 Performance Specifications
3. Construction Phasing Plan for SCRRA and FRT Track Construction
4. Station Artwork Maintenance and Conservation Form
5. Preliminary Traction Power Load Flow Study Report
6. TVM Quantity Analysis Report
7. LRT Station Exit Calculations
8. Claremont Parking Facility Project Documents
9. Foothill Extension Between Car Barrier Berthing Marker
10. Development Adjacent to San Antonio Wash
11. Golden State Water Proposed Waterline Crossings at College Avenue and Claremont Boulevard
12. Metro A Line (Glendora to Pomona Segment) Station and Parking Signage Shop Drawings and Bike Parking Signage Shop Drawings
13. Microwave Interference Study
14. City Design Criteria and Guidelines Matrix
15. Utility As-Builts
16. San Antonio Wash As-Builts
17. Freight and Metrolink As-Builts
18. Additional SCRRA Information
19. P2550 LRV Characteristics
20. P3010 LRV Characteristics
21. TPIS/VMS Reference Drawings
22. Fire Flow Information
23. Authority Documents (Legislation, Admin Code, Business and Travel Policy)
24. City Street Cut Moratorium Information
25. Grade Crossing Bell Specifications and Test Guidelines
26. Typical RTU Chassis Drawings
27. License Agreements
28. Typical LRT VoIP Telephone System Block Diagram
29. FTA Level Boarding Waiver
30. BNSF Clearance Modification Approval
31. Electronic Files for ACE Drawings
32. Metro Parking Masterplan
33. Pothole and Manhole Documents
34. Potential Future Special Events

35. Will Serve Letters
36. Montclair Metrolink Station Accessibility Improvement Plans
37. Montclair Transit Center As-Builts
38. Metro Track Allocation User Guide
39. Radio System White Paper
40. Metro Requests for Information (RFI's)
41. TPSS SCE Circuit Reports

Copies here:

 [Reference Documents](#)

 [Addendum 2- Reference Documents](#)