

EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

REQUEST FOR PROPOSALS (RFP) No. XP8902-827

**PRELIMINARY ENGINEERING SERVICES
WITH POTENTIAL DESIGN-BUILD WORK**

**EXPOSITION LRT PROJECT
PHASE 2**

ADDENDUM No. 02

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- Attachment 1 – Draft Stage A Baseline Scope of Work
- Attachment 2 – Draft Stage A Agreement
- Attachment 3 – Draft Stage B Design-Build Contract
- Attachment 4 – Draft Stage B General Requirements

PART I - BACKGROUND INFORMATION

101. INTRODUCTION

This Request for Proposals (RFP) is issued by the Exposition Metro Line Construction Authority (Authority or Expo) to seek Proposals from interested parties to provide Preliminary Engineering and related services for Phase 2 of the Exposition Light Rail Transit Project, with the potential for future award of the Design-Build work on Phase 2.

Phase 2 of the Project, from Culver City to Santa Monica, is currently in the environmental planning stage. The alternatives analysis/draft environmental review process for Phase 2 of the Expo LRT Line has been completed. The Draft Environmental Impact Report (DEIR) for Phase 2 was completed and circulated for public comment on January 28, 2009. The public comment period closed March 27, 2009. The DEIR is available on the Authority's website at www.buildexpo.org.

At the April 2009 Expo Authority Board meeting, the Expo Authority Board of Directors directed staff to pursue the Exposition right-of-Way (Row) and Colorado Avenue alternative as the preferred alignment for the Phase 2 Final Environmental Impact Report (FEIR). This alternative is a 6.6 mile rail line with 7 stations that will run from the terminus of Phase 1 in Culver City to downtown Santa Monica at 4th/Colorado.

The FEIR is scheduled for completion in the first quarter of 2010 and the Expo Authority Board is expected to certify the document in early 2010.

102. DEFINITIONS

As used, in part, in this Request for Proposals –

1. **Authority or Expo.** The term “Authority” or “Expo” means the Exposition Metro Line Construction Authority.

2. **Contract or Stage A Agreement.** The terms “Contract” and “Stage A Agreement” mean each Stage A Agreement for Preliminary Engineering and related services to be entered into by the Authority with a Contractor. The Authority intends to enter into Contracts with two separate Contractors based on this RFP. The Draft Stage A Agreement is set forth in Attachment 2.

3. **Contract Documents** The term “Contract Documents” means the entire set of terms, conditions, requirements and directions which collectively constitute the obligations of the Contractor in the performance of the Project, as identified as such in Section 1 of the Stage A Agreement.

4. **Contracting Officer**. The term “Contracting Officer” means the Authority staff person responsible for the administration of the RFP and the Contract. The Contracting Officer for this procurement is the individual identified in Section 206 of this RFP.

5. **Contractor**. The term “Contractor” means each of the two entities that are selected by the Authority pursuant to this RFP and that are awarded a Contract to provide Preliminary Engineering and related services for the Authority.

6. **Days**. The term “days” means calendar days, unless otherwise specified.

7. **Design-Build Contractor**. The term “Design-Build Contractor” means the Contractor that enters in to the Stage B Design Build Contract with the Authority.

8. **Discretionary Scope of Work**. The term “Discretionary Scope of Work that the Contractor proposes to perform in addition to the work required in Attachment 1 – Draft Stage A Baseline Scope of Work. This is work that the Contractor deems necessary to reduce risk in preparing its Lump Sum Fixed Price for Stage B work. The Discretionary Work will be considered as a factor in evaluation of all Proposals, and will become an integral part of the Scope of Work. Note the Discretionary Scope of Work will be provided by the Contractor and become Attachment B of the Stage A Agreement.

9. **Dispute**. The term “Dispute” means a disagreement between the parties as to the merits, amount or remedy arising out of an issue in controversy, including a disagreement regarding a claim or asserted default.

10. **Governing Board**. The term “Governing Board” means the Board of Directors of the Authority.

11. **Joint Venture**. The term “Joint Venture” means an entity formed by two (2) or more firms to carry out a single purpose or project, with those firms jointly and severally liable for the Joint Venture’s duties and obligations.

12. **Key Subcontractor**. The term “Key Subcontractor” means (A) a subcontractor responsible for performing one of the following: (1) trackwork/rail; (2) train control; (3) traction power; (4) communications; (5) overhead catenary system (OCS); and (6) structures; and (B) any other subcontractor identified by the Contractor as responsible for performing ten percent (10%) or more of either the Stage A or Stage B Work.

13. **Project or Phase 2**. The terms “Project” and “Phase 2” mean Phase 2 of the Exposition Light Rail Transit Project, running from Culver City to Santa Monica.

14. **Proposal.** The term “Proposal” means a Proposal submitted in response to this RFP

15. **Proposer or Prospective Proposer.** The term “Proposer” means any person or entity submitting a Proposal in response to this RFP. This term is intended to cover firms or teams that would propose as the prime contractor or as a Joint Venture and does not include subcontractors.

16. **RFP.** The term “RFP” means this Request for Proposals No XP8902-827.

17. **SBE.** The term “SBE” means Small Business Enterprise, and includes Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Other Business Enterprise (OBE), as more specifically described in the Authority’s SBE Program.

18. **Stage B Design-Build Contract.** The term “Stage B Design-Build Contract” means the Design-Build Contract to entered into by the Authority with the selected Design-Build Contractor, as described herein. The Draft Stage B Design-Build Contract is set forth in Attachment 3.

19. **Stage A Key Personnel.** The term “Stage A Key Personnel” means the Project Manager, Engineering Manager, and Design-Build Manager, or personnel performing equivalent functions. All Key Personnel identified in Stage A shall be available for the period of performance of both the Stage A and Stage B work.

20. **Stage B Key Personnel.** The term “Stage B Key Personnel” means, in addition to the identified Stage A Key Personnel, the following: the Construction Manager, Systems Start-up Manager, and Safety Manager, or personnel performing equivalent functions.

21. **Third Party.** The term “Third Party” means a government entity, an adjacent property owner, utility, or other entity that enters into a master cooperative agreement, utility agreement, or similar agreement to facilitate design, construction and/or operation of the Project.

103. ISSUING AGENCY

The public agency issuing this RFP is the Exposition Metro Line Construction Authority. The Authority was created pursuant to California State law, and is responsible for the design and construction of a Light Rail Transit (LRT) line from downtown Los Angeles to Culver City, referred to as Phase 1, and a LRT line from the terminus of Phase 1 in Culver City to Santa Monica, referred to as Phase 2. The Authority entered into a contract for the design and construction of Phase 1 of the Exposition Project in March 2006, following a competitive procurement process, and design and construction work on Phase 1 has commenced under that contract with FCI/Fluor/Parsons, a Joint Venture. A consulting contract for the environmental work for Phase 2 was awarded in January 2007. The

Authority now requires the services of qualified firms or teams to provide Preliminary Engineering Services for Phase 2, and potentially to provide follow-on final design and construction work.

104. OVERVIEW OF PROCUREMENT

A. General -- As provided in this RFP, the Authority will conduct the following process to select a Design-Build Contractor for Phase 2 of the Expo LRT Project: an initial qualification based process will be used to select two Contractors to perform certain Preliminary Engineering (PE) activities (the Stage A Work). Once the PE work has been completed, each of these Contractors will be required to submit a Lump Sum Fixed Price (LSFP) for the Design-Build work (the Stage B Work), together with other submittals required by the Authority. The design-build work will be awarded to one of the firms based on an evaluation of LFSP provided by each Contractor and other factors.

B. Stage A Work -- The Authority will select the two most qualified Proposers to conduct Preliminary Engineering and related services on Phase 2 of the Expo LRT Project (the Stage A Work). Award of this work will be on the basis of qualifications to perform engineering, design, and construction work, as set forth in this RFP. The two selected Proposers will be expected to conduct the Preliminary Engineering work specified herein and to obtain a technical understanding of the Project through the performance of that Work, for the purpose of enabling the submittal of a well informed, competitive Lump Sum Fixed Price Proposal for the Stage B Work.

The Stage A Work will be carried out by each Contractor in accordance with its Contract with the Authority. The Draft Stage A Agreement is set forth in Attachment 2. As indicated in the Stage A Agreement, both the successful and unsuccessful Contractor's work will be owned by the Authority and will be available for use in the design and construction of the Project, subject to the conditions set forth in the Stage A Agreement.

C. Stage B Work – Before the conclusion of the Preliminary Engineering work, the Authority will issue a second RFP, only to the two Contractors, to solicit a Lump Sum Fixed Price Proposal for the design and construction work (the Stage B Work). Award of the design and construction work will be made on the basis of price Proposals, the Contractors' performance of the Stage A Work (as evaluated in the "Report Card" described in the Stage A Agreement), and a brief final qualifications Proposal, which will include a final list of Stage B Key Personnel, a final identification of all Key Subcontractors, an identification of other subcontractors as required by State law, and a final Contracting Plan for the design and construction work.

The design and construction work will be carried out pursuant to a Stage B Design-Build Contract between the Authority and the Contractor that is selected as the Design-Build Contractor, which will set forth the contractual terms and conditions applicable to the design-build work. The Draft Stage B Design-Build Contract is set forth as Attachment 3. Each Proposer is required to affirm that if it is selected as one of the two Contractors, it will

submit a Proposal for the Stage B design-build work and, if selected as the Design-Build Contractor, it will enter into the Stage B Design-Build Contract and will perform the design-build work in accordance with the terms and conditions of that Contract.

105. CONTENTS OF RFP/EXAMINATION OF DOCUMENTS

A. Contents -- This RFP sets forth the requirements governing preparation, submission, and contents of Proposals submitted by Proposers seeking to be awarded the Contract, and describes the process and factors under which Proposals will be evaluated and the successful Proposer will be selected.

The RFP package includes the following documents:

1. Request for Proposals/Instructions to Proposers, including the evaluation process, protest procedures, and required forms and certifications
2. Draft Stage A Baseline Scope of Work -- Attachment 1
3. Draft Stage A Agreement -- Attachment 2
4. Draft Stage B Design-Build Contract -- Attachment 3
5. Draft Stage B General Requirements -- Attachment 4

B. Required Examination of Documents -- Each Proposer is responsible for examining all of these documents and fully informing itself of all relevant aspects of the Project. In submitting a Proposal, Proposers are representing that they have thoroughly examined this RFP and have become familiar with the Scope of Work. In the implementation of this RFP and the Contract awarded pursuant to this RFP, the "Contract Documents" will include all of the items listed above. The order of precedence of the Contract Documents is set forth in Section 1 of the Draft Stage A Agreement in Attachment 2.

C. Documents Furnished by The Authority -- The Authority intends to provide the two Contractors with existing documents as described in the Draft Stage A Baseline Scope of Work Article 2.2

106. SUMMARY DESCRIPTION OF WORK

The work to be performed by the selected Contractors and the Design-Build Contractor consists of (1) Preliminary Engineering services; and (2) subject to award of the Stage B Design-Build Contract, final design and construction services for Phase 2. The Contract will be awarded on the basis of demonstrated competence and qualifications and other factors, based upon the evaluation criteria set forth in Section 305.

107. CONTRACTOR SCOPE OF WORK

The Contractor shall provide professional engineering services to support the Exposition Metro Line Construction Authority as set forth in Attachment 1 hereto. Attachment 1 sets forth the Baseline Scope of Work and the associated deliverables. In addition, the Contractor will be expected to complete the Discretionary Scope of Work (see Tab B-4 in Section 207 below) identified in its Proposal in response to this RFP, which should consist of those additional engineering activities that the Proposer believes will enhance its ability to reduce or eliminate undue contingencies and develop a more competitive Lump Sum Fixed Price for the design and construction work. The Contractor shall satisfy all legal and programmatic requirements associated with engineering services, including drawings, reports and other deliverables in accordance with the respective local, state and federal requirements.

108. BASIS FOR AWARD

The award of the Contract will be made to the two (2) highest ranked Proposers based on the criteria set forth in Section 305. The Authority, in its discretion, may conduct interviews with one or more of the Proposers to discuss the merits and/or deficiencies of their respective Proposals; however, the Authority is under no obligation to enter into discussions or conduct negotiations with any Proposer, and reserves the right to award a Contract on the basis of the offers received. Note that this is a qualifications based RFP pursuant to the Brooks Act. Price will not be an evaluation or ranking factor.

109. CONTRACT TYPE

It is anticipated that each Stage A Agreement resulting from this RFP, if awarded, will be a LSFP Contract in the amount of \$5,000,000. The terms and conditions to be included in the Stage A Agreement are set forth in Attachment 2.

PART II - INSTRUCTIONS TO PROPOSERS

201. SCHEDULE OF KEY EVENTS

The schedule of key events for the procurement leading to the award of the Contract are as follows:

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	November 9, 2009
Pre-Proposal Meeting: 10:00 a.m.@ Expo Headquarters Building	November 13, 2009
Requests for addenda and clarifications due	November 24, 2009
Authority deadline for issuance of clarifications and/or addenda	December 7, 2009
Proposal due date	December 22, 2009
Interviews (If required)	January 18 - 20, 2010 (TBD)
Negotiations (if necessary)	January 25, 2010 (TBD)
Recommendation for Contract Award (Authority Board)	February 4, 2010 (TBD)
Notice of Intent to Award Stage A Contract	February 5, 2010 (TBD)
Notice to Proceed on Stage A Work	February 11, 2010 (TBD)

The Authority reserves the right to modify the above schedule in its sole discretion, with appropriate written notice to all Prospective Proposers.

202. PRE-PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held on November 13, 2009, at 10:00 a.m., Pacific Time, at Expo headquarters, located at 707 Wilshire Blvd., Ste. 3400, Los Angeles, California 90017. Attendance by interested parties is recommended, but not required.

203. RFP REVIEW AND MODIFICATION PROCEDURE

A. **Requests** -- Any request for addenda or amendments to, or clarification or modification of this RFP must be submitted to the Authority's Contracting Officer in writing at the address listed in Section 206. Any such request must be received by 2:00 p.m., Pacific Time, November 24, 2009. All requests must be accompanied by an identification of the Prospective Proposer and a reference to this RFP. The format for questions is provided by Addendum No. 01

B. **Responses** -- The Contracting Officer will make a determination and provide a written response to each request made by a Prospective Proposer pursuant to Subsection A. The written responses will be provided to all Prospective Proposers in accordance with the schedule in Section 201.

C. **Exchange of Information** -- The Authority reserves the right to conduct general and/or one-on-one meetings with Prospective Proposers for purposes of improving the understanding of the Authority's requirements and addressing industry issues and concerns. Any modifications to the Authority's requirements or to the procurement process resulting from these meetings will be set forth in written addenda issued by the Authority.

D. **Addendum** -- The Authority reserves the right, upon the request of a Prospective Proposer or upon its own initiative, to issue addenda to this RFP. In any such case, a written addendum will be provided to all Prospective Proposers. Any clarification, amendment, or other change or addition to the RFP must be provided to Prospective Proposers in written addendum form by the Contracting Officer. The Authority is not bound by any oral interpretations, clarifications, or changes made to this RFP by the Authority's agents or employees. Proposers will be required to acknowledge, in the Proposal Letter (Form PRL) accompanying their Proposals, that they have received all addenda issued by the Authority.

204. PREPARATION OF PROPOSALS

A. **Acceptance of Terms** -- Proposers understand and agree that submittal of a Proposal will constitute acknowledgement and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP and in the Stage A Agreement, the Stage B Design-Build Contract, and the other Contract Documents, except as otherwise specified by an exception stated in the Form PRL. Failure to identify any such exception shall constitute acceptance of all the terms, conditions, and requirements contained in this RFP. Any and all parts of the submitted Proposal may become part of the subsequent Agreement between the selected Contractor and the Authority.

B. **False Statements** -- False, incomplete, or unresponsive statements in connection with a Proposal, or failure to adhere to the instructions in this RFP, may be sufficient cause for rejection of the Proposal. The evaluation and determination of the fulfillment of this requirement will be the Authority's responsibility and its judgment will be final.

C. **Format and Content** -- Proposals shall provide a straightforward, concise demonstration of the Proposers capability to satisfy the requirements of this RFP. Proposals shall be in the requested format, and shall provide all pertinent information specified in Sections 207 of this RFP. Each Proposal shall be signed in ink by a duly authorized officer of the Proposer.

205. FORMAT AND STRUCTURE OF PROPOSALS

Each Proposal shall respond fully to the requirements of this RFP, and all Proposal information shall be included in the following format:

- **Executive Summary**
- **Package A. Proposer Background, Forms, and Certifications** -- The Proposer Background submittal provides basic legal, financial, and background information about the Proposer, and will be reviewed on a pass-fail basis.
- **Package B. Qualifications/Technical Proposal** -- The Qualifications/Technical Proposal provides information regarding the Proposer's technical qualifications, experience, and approach to performing the Work, and will be the basis for evaluating and scoring the Proposals.

206. SUBMITTAL OF PROPOSALS

A. **Address for Submittals** -- All Proposals are to be submitted to the attention of:

Bud Gandy
Contracting Officer
Exposition Metro Line Construction Authority
707 Wilshire Boulevard
34th Floor
Los Angeles, CA 90012

B. **Due Date** -- Proposals must be received by the Authority no later than 11:00 a.m., Pacific Time, on December 22, 2009. Proposals will be received at the offices of the Authority at the above address and will be time-stamped upon receipt. Proposals time stamped 11:01 a.m. or later will be considered late and not be accepted. Late Proposals will be returned unopened to the Proposer.

C. **Address of Proposer** -- All Proposals submitted must include the name and address of the Proposer and a reference to "RFP No XP8902-827." No responsibility will attach to the Authority, or any official or employee thereof, for the pre-opening or, post-opening of, or the failure to open a Proposal not properly addressed and identified.

D. **Specific Requirements** -- Each Proposal shall be submitted on 8½” x 11” paper single sided printing with a minimum 11 point font. Proposals shall consist of one (1) unbound original and separately bound copies and with page limitations as follows:

1. Twelve (12) copies of Executive Summary -- 5 pages.
2. Five (5) copies of Package A -- No page limitation
3. Twelve (12) copies of Package B -- 60 pages excluding Owners Reference Form [Tab B - 1], resumes [Tab B - 2.4] and Form SQ [Tab B - 6.2] from the page count.

No materials may be provided in Package A other than those specifically requested.

In the Package B submittal, a maximum of five (5) 11” x 17” sized pages may be used for Organizational and Staffing charts, maps, and Project schedules. Oversized pages will not be counted in the page count for Package B.

207. REQUIRED CONTENTS OF PROPOSALS

Each Proposal must include an Executive Summary, Package A, and Package B, with the following required contents:

EXECUTIVE SUMMARY

Each Proposer shall submit an Executive Summary. The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer’s qualifications, its management structure and Project approach, and its ability to satisfy the legal and financial requirements of the Contract. Proposers are encouraged to highlight those items which, in the opinion of the Proposer, represent significant value to the Authority and which may distinguish its Proposal from those of other Proposers.

The Executive Summary must include a brief, yet comprehensive, summary of relevant information from the Proposal, and shall specifically provide:

- The legal structure of the Proposer, agreements among the Proposal team members, the specific commitments to the Authority, evidence of the Proposer’s capacity to satisfy the requirements of this RFP (including the bonding requirements), and the Proposer’s commitment to satisfying the Authority’s SBE goals.

- A summary of the proposed organizational structure, identifying the Proposer and its equity participants and other team members, including all Key Subcontractors identified as of the Proposal due date, and describing their roles in the Proposal team. Discuss the qualifications and experience of proposed Key Personnel, and the management systems proposed to ensure successful and satisfactory completion of the Work.
- A description of the qualifications and experience of the Proposal team in performing all aspects of the Scope of Work, including particular experience in light rail projects, design-build projects, and transportation projects in Los Angeles.
- A summary of the proposed approach to project management, including the approach to Third Party coordination and issue resolution.
- A brief explanation of the design concepts and the technical challenges to be addressed in connection with the Work and the Project.
- A summary of the proposed Construction Plan and approach to the Work.
- A brief summary of the proposed Contracting Plan for the design and construction work, including the percentage of construction work to be self-performed.

The Executive Summary shall be suitable for presentation to, and for review by, the Authority's Governing Board.

PACKAGE A -- BACKGROUND, FORMS, AND CERTIFICATIONS

Each Proposer shall submit Package A that includes each of the materials set forth below. Package A will be reviewed on a pass-fail basis to determine if the Proposal is acceptable, as described in Section 303. The Forms and Certifications referenced are set forth in Part V of this RFP. The Authority forms, included with this RFP, must be used and substitute or retyped forms are not acceptable. The Authority forms will NOT be available in any other format other than the attached pdf format.

Tab A-1 Proposal Letter.

Each Proposer shall submit a Proposal letter using Form PRL, **which includes key affirmations and agreements on the part of the Proposer.** The Proposal letter shall identify the Proposer and each of its Joint Venture members and general partners, and/or Key Subcontractors.

Tab A-2 Evidence of Good Standing and Authorized Execution.

1. If the Proposer is a corporation, the Proposer shall provide evidence that it is in good standing in the State of its incorporation/organization and that it is qualified to do business in the State of California. If the Proposer is a

partnership or Joint Venture, it shall provide this evidence for all general partners or Joint Venture members.

2. With respect to authorization to submit the Proposal and enter into and bind the Proposer to the Contract, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body. If the Proposer is a partnership or Joint Venture, it shall provide evidence in the form of a resolution by each general partner or Joint Venture member. In addition, if the Proposer is a Joint Venture: (A) it shall also include a power of attorney executed by each Joint Venture member evidencing the capacity of the person signing the Proposal to bind the Proposer (and the other Joint Venture members) to the Proposal and the Contract; and (B) each of the Joint Venture members shall also affirmatively state in the Proposal that they will be, if awarded the Contract, jointly and severally liable for performance of all of the Contractor's obligations under the Contract, including the Contractor's obligation to submit an LSFP for the Stage B Design-Build Contract and to enter in to an perform the Stage B Design-Build Contract if it is awarded to the Contractor. In the case of a Joint Venture, the person with power of attorney to sign the Proposal should execute the forms in Part V, except as otherwise provided in Forms CCD and GD and the Debarment, Suspension, and Other Responsibility Matters Form (which require execution by multiple parties as stated therein).
3. Each Proposer must identify the individuals authorized to negotiate on its behalf with the Authority in connection with this RFP, the Project, and the Contract, and to bind the Proposer on all matters relating to the RFP and the Contract.
4. Each Proposer must provide an affirmative statement that it is willing and able to honor and carry out its Proposal, as submitted, without negotiations.

Tab A-3 Licenses and Evidence of Entitlement to Carry Out Construction and Design Work.

Each Proposer shall provide evidence of the licenses, registrations, and credentials held by it and its team members as required to perform design and construction services in the State of California, including a copy of its contractor's license and evidence that it or its designated design firm is licensed to carry out the design portion of the Work. Proposers are advised that the Contractor will be required to hold a general engineering contractor's license and that the Proposer and all of its team members must be eligible to bid on public works projects (see Pub. Cont. Code § 6109).

Tab A-4 Contract Compliance Requirements.

The Proposers are advised that each Contractor and the Design-Build Contractor will be required to comply with California Labor Code sections 227, 1021 and 1720 through 1861, together with all applicable regulations (California Code of Regulations, title 8, sections 16000 et seq.) and the Department of Fair Employment and Housing regulations (California Code of Regulations, title 2, section 8101 et seq., Contractor Nondiscrimination and Compliance), and Bidder Nondiscrimination and Compliance (2 CCR § § *et seq*) Bidder Nondiscrimination and Compliance (2 CCR § § *et seq*). Copies of the prevailing rate of per diem wages applicable to work under the Contract are on file at the Authority's offices, and will be made available to any interested party on request. Such rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations (the "DIR"), are referenced but not printed in the general prevailing wage rates. Wage rates for the Stage B Design-Build Contract will be established in the Request for Proposals for the design-build work.

In this Tab, Proposers should state that they understand their obligation to comply with these requirements.

Tab A-5 Information Regarding Violations, Debarments, and Related Events.

Each Proposer and Joint Venture member or general partner shall submit the information set forth below regarding past performance, activities, and projects. If the Proposer is a corporation, the information shall be provided for that corporation; if the Proposer is a partnership or Joint Venture, the information shall be provided for each general partner or Joint Venture member, as applicable. The information shall cover the ten (10) year period prior to the date of the Proposal, except as otherwise indicated in paragraphs 6 and 7.

1. Prior citation(s) for violation of the California Occupational Safety and Health Act of 1973, contained in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the Federal Occupational Safety and Health Act of 1970 (P.L. 91-596), settled or decided against the Proposer or any member of the Design-Build entity.
2. Information concerning any instance of wherein the Proposer or its owner or its member entities were debarred, disqualified, or removed from a Federal, state, or local government public works project.

3. Any instance where the Proposer or its owners or member entities submit a bid on a public works project and were found by an awarding body not to be a responsible bidder.
4. Any instance where the Proposer or its owner or member entities defaulted on a construction contract.
5. Any violations of the Contractors' State License Law (Chapter 9, commencing with Section 700, of Division 3 of the Business and Professions Code), excluding alleged violations of Federal or state law, including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or of Federal Insurance Contribution Act (FICA) withholding requirements settled against the Proposer.
6. Information concerning the bankruptcy or receivership of the Proposer or its owner or its member entities and information concerning all legal claims, disputes, or lawsuits arising from any construction project of the Proposer or its owner or its member entities during the three (3) years immediately prior to the submission of a Proposal, including information concerning any work completed by a surety.
7. Information concerning all claims, disputes, or lawsuits between the owner of a public works project and the Proposer or its owner or its member entities were during the five (5) year period immediately preceding submission of a Proposal, in which the claim, settlement, or judgment exceeds one million dollars (\$1,000,000). Information shall also be provided concerning any work completed by a surety during this period.

The information required pursuant to this Section shall be verified under oath by the Proposer and its member entities in the manner in which civil pleadings in civil actions are verified. Information that is not a public record pursuant to the California Public Records Act (Chapter 3.5, commencing with Section 6250, of Division 7 of Title 1 of the Government Code) shall not be open to public inspection.

Tab A-6 Organizational Documents.

Each Proposer shall provide the full name and address of the Proposer and each financially responsible entity (including all general partners, Joint Venture members and other entities for whom financial statements are provided), and a copy of the articles of incorporation and bylaws, the Joint Venture agreement, partnership agreement, or equivalent organizational documents for each such entity, which documents shall be consistent with the responsibilities to be undertaken by such parties with respect to the Project. An incumbency certificate shall be provided for each such entity that is a corporation, executed by a Secretary thereof, in the form set forth on the last page of Form PRL, listing each officer with signing authority and

his or her corresponding office. (The incumbency certificate should be submitted under this Tab A-6). In addition, if the Proposer intends to have a Guarantor, the Proposer shall provide the full name and address of its Guarantor(s).

Tab A-7 Financial Condition.

Each Proposer shall submit audited financial statements reflecting the financial condition of the Proposer (if a corporation) or each general partner or Joint Venture member (at all tiers as applicable) providing a full and detailed presentation of the true condition as of December 31, 2008 (or more recently if available) of the each such firm's assets, liabilities, and net worth. In the event a firm's fiscal year is reported on a basis other than calendar year, the latest annual financial report along with a current financial report (balance sheet and profit/loss statements) will be acceptable.

The financial statement and related documents must set forth the financial status of the Proposer and each firm referenced above. If the firm is a partnership or Joint Venture, individual financial statements for the most recent fiscal year must be submitted for each general partner or Joint Venture member. The Proposer shall also disclose any material adverse financial information or condition (including bankruptcy or insolvency) regarding the Proposer or a firm referenced above that has arisen since the date of the latest audited financial statement.

Proposers should mark as "confidential" any financial information on a privately held company for which confidential treatment is requested.

If audited financial statements are not available for an entity, the Proposer shall submit unaudited statements for such entity and audited financial statements for a parent entity. In such event, the parent entity will be required to provide a Guaranty of the obligations of the Contractor under the Stage A Agreement and Stage B Design-Build Contract. The Authority may, following review of financial statements provided by a Proposer, advise the Proposer that it must provide additional financial support as a condition to award of the Contract.

Tab A-8 Non-Collusion Affidavit/Affirmation.

Each Proposer shall submit Form NC certifying that the Proposal is not the result of and has not been influenced by collusion.

Tab A-9 Campaign Contribution and Gift Disclosure Forms.

Each Proposer shall submit Form CCD and Form GD with respect to campaign contributions and gifts. Separate forms shall be submitted by the Proposer, its Joint Venture members, general partners, and Key Subcontractors.

Tab A-10 Debarment, Suspension, and Other Responsibility Matters.

Each Proposer must submit the Debarment, Suspension, and Other Responsibility Matters Form with their Proposal, certifying the debarment and suspension status of the Proposer, any of its principals, and its Joint Venture members, general partners, and Key Subcontractor(s).

Tab A-11 Bonding.

Each Proposer shall provide (1) a Proposal Bond in the amount of \$1,000,000 to guarantee execution and delivery of the Stage A Agreement and required insurance and bond (submit Stage A Proposal Bond Form, included in part V, with this Tab), and (2) evidence of its capacity to obtain a Performance Bond and Payment Bond, in the form of a letter from a surety, that will satisfy the requirements of Sections 8.2 and 8.3 of the Stage B Design-Build Contract.

In addition, the two Contractors selected to perform the Stage A Work will be required to provide, at the time of execution of the Stage A Agreement, a Proposal Bond in the amount of \$5,000,000 to guarantee submittal of a Proposal on the Stage B Design-Build work and, for the Contractor selected to perform the design-build work, to guarantee the execution and delivery of the Stage B Design-Build Contract and the required insurance and bonds.

Tab A-12 Exceptions.

Proposers shall identify in Form PLR, any and all exceptions taken to this RFP, the documents for Draft Stage A Agreement, the Draft Stage B Design-Build Contract, the Draft Stage A Baseline Scope of Work, and/or the Draft Stage B General Requirements, all of which are attached hereto. Proposers should affirm, in taking exceptions or in electing not to take exceptions, that this RFP and the attached Stage A Agreement and the Stage B Design-Build Contract have been reviewed by the Proposer's legal counsel.

Proposers should specifically identify any exception which, if the contractual provision or requirement cited is not changed, would result in the Proposer not submitting a Proposal and/or not executing the Stage A Agreement or the Design-Build Contract if selected (i.e., a "deal breaker").

If no exceptions are stated, it will be assumed and understood that all provisions will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED

MATERIAL AND BE CAUSE FOR REJECTION OF A PROPOSAL ON THE GROUNDS IT IS NON-RESPONSIVE. In addition, the nature and extent of exceptions taken will be considered by the Authority in the evaluation process under Part III of this RFP.

PROPOSERS ARE TO PROVIDE A SUMMARY OF ALL EXCEPTIONS TO THE STAGE A – AGREEMENT. THIS SUMMARY IS TO BE PROVIDED AT THE TIME FOR THE SUBMITTAL OF REQUESTS SPECIFIED IN SECTION 203.A OF THIS RFP.

208. PACKAGE B -- QUALIFICATIONS/TECHNICAL PROPOSAL

Each Proposer shall submit a Qualifications/Technical Proposal which explains the qualifications of the Proposer to perform the Stage A and Stage B Work and sets forth the approaches, organizational structures, and procedures which the Proposer intends to follow to ensure successful completion of the Scope of Work. This Package will be evaluated and scored. This Submittal shall provide the following information, with the contents and in the sequence set forth below:

Tab B-1 Qualifications and Experience.

1. Provide a profile of the Proposer, its owners and members, and Key Subcontractors and Joint Venture members, including types of services offered; the year founded; form of organization (corporation, partnership, sole proprietorship).

2. Provide a description of the Proposer team's relevant qualifications and experience to perform engineering, design, and construction work on the Project. This should include a brief description of the Proposer's and team members' experience on projects of similar size and type, especially urban light rail design-build projects, on which the Proposer and its team members have performed engineering, design, and construction services. Proposers should specifically identify qualifications and experience on the following: (A) design-build projects; (B) light rail transit design and construction; and (C) transportation projects in Los Angeles County. For each of the projects cited, indicate whether it was completed on time and within budget, and describe any particular achievements or successes in project. The projects cited should be limited to those in which the Proposer has achieved substantial completion within the past seven (7) years.

In addition, for each project cited, provide the specific services provided by the Proposer and its team members, and whether they served as a prime or a subcontractor, and identify the key personnel for those projects who

are identified as Key Personnel for this Expo Phase 2 Project, and describe his/her specific responsibility on the cited project.

3. Provide a description of the Proposer's experience on urban design, systems design, civil/systems integration, and value engineering.
4. Provide references from each of the projects cited in paragraph (2). Furnish the name, title, address, email address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Additionally, the Proposer may supply references from other work not cited in this section as related experience.
5. Provide the Owners Reference Forms (Form OR). Members of each Proposers team shall fill out the first part of Form OR and deliver it to Project Owner Representatives, asking the owner representatives to complete the form and return it to the Authority on or before the Proposal due date. The Authority requests forms from at least three different owners' for: (A) each Prospective Proposer and each member of any Joint Venture or partnership with a 30% or greater equity interest in the Proposer, (B) the subcontractors that will have primary responsibility for Stage B trackwork/rail, train control, traction power, communications, overhead catenary system, and structures. If subcontractors have not been selected, forms from potential subcontractors will be expected. For the prime contractor and/or Joint Venture members, the form shall be provided for public sector rail transportation projects (with a preference for light rail projects) with a contract price of \$100 million or more. For subcontractors, or potential subcontractors, the form shall be provided for rail transit contracts in the relevant specialty area with a subcontract price of \$10 million or more. While failure to provide such owner references will not render a Proposal non-responsive, the Authority will take this factor in to account in evaluating the Proposal.

Tab B-2 Organization, Staffing, and Credentials.

1. Identify the prime contractor, Key Subcontractors or potential subcontractors and all other team members, or the members of the Joint Venture (whichever is applicable), and the specific areas of responsibility of each identified firm/member. Describe any experience of these team members in working together. Identify team member roles for both Stage A and Stage B.
2. Identify Key Subcontractors responsible for the following elements of the work: (A) trackwork/rail; (B) train control; (C) traction power; (D) communications; (E)

OCS; and (F) structures. If the Key Subcontractor for one of these elements of the work has not been selected, identify three (3) potential subcontractors for that area. Specify if any of these work elements will be self performed. Please note that all Key Subcontractors must be prequalified by the Contractors and approved by the Authority prior to submitting a price for Stage B Work. All Key Subcontractors will be required to be selected and identified in the Proposals of the Contractors in response to the Stage B Design-Build RFP. (In addition, Proposals for the Stage B Design-Build Work will be required to identify subcontractors in accordance with the Subletting and Subcontracting Fair Practices Act, Sections 4100 et seq. of the California Public Contract Code.)

The Key Subcontractors indicated above will have the following minimum qualifications and experience:

- The Traction Power substation manufacturer shall have supplied at least five complete DC traction power substations (including AC Switchgear, transformers, rectifiers and dc switchgear) within the last five (5) years to North American rail transit projects and shall be in current business for same.
 - The Overhead Catenary System manufacturer shall have supplied at least thirty alignment-miles of 750 VDC OCS equipment to US transit agencies within the last five (5) years and shall be in current business for same.
 - The Train Control equipment manufacturer shall have supplied at least thirty alignment-miles of train control equipment (including track circuits, interlockings, wayside signals and grade crossing equipment) to Class 1 US Railroads or US transit agencies within the last five (5) years and shall be in current business for same.
 - The Communications equipment manufacturer shall have supplied communications equipment (including SONET, CCTV, PA, VMS, Fire, Intrusion, SCADA, Telephone & Radio) for at least ten passenger stations for US transit agencies within the last five (5) years and shall be in current business for same.
3. Identify the proposed Stage A Project Manager and other Key Personnel proposed to perform the Work identified in the Stage A Baseline Scope of Work tasks, and include major areas of subcontracted work, if any. Provide a list and description of similar projects completed by the Key Personnel.
 4. Provide education, experience, references and professional credentials (including brief resumes of no more than two (2) pages each) of the Project

Manager, other Key Personnel, and Project staff with responsibility for significant task elements of the Project Scope of Work.

5. Provide a Project Organization and Staffing Plan for Stage A and for Stage B (including an organization chart) which clearly delineates communication and reporting relationships, among team members and between the Project Manager, Key Personnel, and other Project staff, including Key Subcontractors.
6. Include a statement that the proposed Stage A Project Manager and other Key Personnel will be available to the extent proposed for the duration of the Project, with an express acknowledgement by the Proposer that no person designated as “key” to the project shall be removed and/or replaced without the prior written concurrence of the Authority. A similar statement will be required for the proposed Stage B Key Personnel in the responses to the Stage B RFP. See Section 8 of the Stage A Agreement for liquidated damages related to removal of Key Personnel.
7. Identify proposed Stage B Key Personnel known at this time. If specific Stage B Key Personnel are not known, describe the qualifications and experience that will be required for those positions. All Stage B Key Personnel will be required to be identified in the Proposals of the Contractors in response to the Stage B Design-Build RFP.

Tab B-3 Project Management.

1. Describe the Proposer’s plan for overall management of Stage A and Stage B of the Project including (A) management of the PE work, including the proposed design development process, the approach to developing the Stage A required deliverables, and the process the Proposer intends to use to evaluate Stage B costs and risks; (B) final design management, including total design staffing; the plan for addressing constructability, durability, maintainability, and environmental mitigation in the design process; and integration and coordination of design and construction work.; (C) construction management, including the Proposer’s concept of its construction management organization how it will interrelate with other elements of the Proposer’s organization and with other key parties; (D) interface management systems integration including the proposed method for managing interfaces and systems integration and a brief description of the major interface and systems integration tasks including start-up and testing; and (E) quality assurance/quality control.
2. Describe the Proposer’s approach to Third Party coordination and resolution of issues with Third Parties in the engineering, design, and construction process, and describe the specific relevant experience of the Proposers in

managing Third Party issues and avoiding or minimizing the impact of Third Party coordination on Project schedule.

3. Describe the Proposer's approach to the successful management of those elements of the engineering, design, and construction processes (for both Stage A and Stage B) that pose a significant schedule and/or cost risk, including hazardous materials remediation and third party coordination/utility relocation.
4. Identify the Proposer's current workload and indicate the firm's capability to accomplish current projects and this Project (both Stage A and Stage B) with its current work force or whether the Proposer plans to expand its work force for this project. Provide the same information for all Key Personnel.
5. Provide an explanation of how Project coordination will be undertaken, including how the Proposer will manage its subcontractors (if applicable).

Tab B-4 Discretionary Scope of Work.

Provide a description of the specific Preliminary Engineering tasks that the Proposer intends to perform, in addition to the Draft Stage A Baseline Scope of Work in Attachment 1. This discretionary scope must include all tasks that are necessary or appropriate, in the Proposer's opinion, to complete Preliminary Engineering work in a professional manner in accordance with prevailing industry standards and to a degree of detail sufficient to reduce or eliminate undue cost contingencies and to develop and propose a more competitive Lump Sum Fixed Price for the Stage B Work. Proposers should note that the Discretionary Scope of Work will become a contractual obligation of the successful Proposer under the terms of the Stage A Agreement, without any right to increase to the LSFP under the Stage A Agreement.

Tab B-5 Construction Plan and Approach to the Work.

1. Civil Works – Submit a narrative description of the general approach to design and construction of the Project civil works, including its understanding of applicable codes and standards. The description shall address: earthwork; grading; drainage; street demolition, traffic signals, street lighting, signage and striping, and reconstruction; relocation and maintenance of utilities; and related civil work.
2. Alignment and Trackway – Submit a narrative discussing: (A) alignment reconfigurations recommended by the Proposer to reduce construction cost and/or improve the operability of the Project; and (B) trackwork construction concepts for reducing construction costs and/or

maintenance and operating costs while maintaining the operability of the system.

3. Utility Relocations – Submit a narrative discussing specific technical issues relating to utility identification, conflict resolution and relocations that may warrant special or unusual design, scheduling, or construction measures, and the Proposer’s approach to resolving these issues.
4. Structures – Submit a narrative discussing the issues specific to each structure, including constructability, scheduling considerations, and the Proposer’s approach to resolving these issues.
5. Traffic Handling – Provide a description of its proposed responsibilities and approach to the analysis, design, and implementation of traffic control for the construction phase and the completed Project.
6. Project Systems – Provide a description of its understanding of and approach to the following systems: (A) traction power; (B) train control; (C) communications; (D) OCS; (E) grade crossing controls; (F) testing and integration; and (G) fare collection.
7. Project Cost – Provide an explanation of the Proposer’s approach to performing cost effective final design and obtaining the lowest final Lump Sum Fixed Price for the design and construction work.
8. Project Schedule – Provide an explanation of the Proposer’s approach to project schedule development and monitoring progress on a periodic basis during both the design and construction phases of the project.

Tab B-6 Safety Plans and Safety Record.

Submit a summary of the Proposer’s Construction Safety Plan for the Stage B work, including a Construction Safety Organization Chart. The Plan shall address public safety, subcontractors, and other contractors on site. The Plan shall describe how the Proposer will provide protection to prevent damage, injury, or loss to: (A) employees of the Design Build Contractor and its subcontractors performing the Work, other persons who are on the site, and the public; (B) the Work, materials, and equipment on the site; and (C) all other property on the site. In addition, the Proposer shall submit:

1. A statement of commitment to and priority for safety signed by the Proposer and the Key Subcontractors.
2. Form SQ (Safety Questionnaire) in Part IV.

3. A statement providing the Proposer's Workers' Compensation experience modification factors for the past four (4) years for each member of the Proposer's team that will be responsible for performance on construction work should it be selected as a Design-Build Contractor.

Tab B-7 Contracting Plan – Selection of Subcontractors.

1. Provide an initial Contracting Plan and approach to the Design and Construction Work. The Contracting Plan shall identify the delivery or subcontracting method that will be used for each element or package of the Design and Construction Work. The three allowable methods for performing the Work are as follows: (A) self-performance by the Design-Build Contractor; (B) subcontract through low-bid; and (C) subcontract through value based selection. The Plan must provide for self-performance by the Design-Build Contractor of not less than 40% and not more than 60% of the Construction Work. The Contracting Plan used by the Contractor selected to perform the Design-Build work (including any subsequent revisions or updates to the Plan) must be approved by Authority, in accordance with Section 4.1 of the Stage B Design-Build Contract.
2. The Contracting Plan shall include an identification of the specific areas or elements of the Design and Construction Work anticipated to be performed by SBE firms, and shall be designed and implemented to assure that good faith efforts are made to encourage SBE participation, in accordance with the Authority's SBE Program. The Design-Build Contractor's utilization of SBE firms shall be in compliance with the Authority's SBE policy.

(Proposer's should note that the Authority has established a 10% SBE goal for the Stage A Work, and the Authority intends to establish a SBE goal for the Stage B Design work and a SBE goal for the Stage B Construction work, prior to the issuance of the Stage B RFP.)
3. A final Contracting Plan will be required in the Proposals of the Contractors in response to the Stage B RFP.

Tab B-8 Community Outreach Plan and Construction Mitigation plan.

Each Proposer shall submit a summary of their proposed Community Outreach Plan and a summary of their proposed Construction Mitigation Plan in accordance with the requirements of Project Scope of Work, Stage B Design-Build Contract, General Requirements, and the FEIR.

1. The summary approach to the Proposers Community Outreach Plan shall include a narrative explaining its understanding and approach to effectively mitigate potential impacts to the community, and public agencies as a result of the Project final design and construction activities and to ensure that the Project is implemented consistent with representations in the FEIR. At a minimum, specific issues relating to each major public agency and group should be discussed, specifically:

- The Authority
- The City of Los Angeles
- The City of Culver City
- The City of Santa Monica

- The County of Los Angeles
- Los Angeles County MTA
- Caltrans
- Recognized community groups
- Recognized business groups

At a minimum, the following potential impacts shall be addressed in the summary approach to the Proposer's Community Outreach and Construction Mitigation Plan:

- Design criteria and performance specification variances
- Traffic control during construction
- Maintenance of traffic and access during construction
- Dust abatement
- Noise control
- Business impacts during construction
- Property impacts during construction
- Emergency and safety situations during construction
- Utility relocation impacts
- Hazardous materials
- Claims process

The summary approach to the Proposer's Community Outreach and Construction Mitigations Plan shall also describe how the urban design and landscaping scope will be developed in coordination with individual communities throughout the Project corridor and consistent with the Phase 1 design criteria. At a minimum, the approach to the following urban design elements shall be addressed:

- Station design

- Landscaping and fencing design
 - Street hardscaping
 - Lighting design
 - Operational noise and vibration
 - Pedestrian access and safety
 - Security
2. The summary approach to the Proposers Community Outreach and Construction Mitigation Plan shall describe how effective communications will be maintained through the life of the Project.

Tab B-9 Other Required Plans and Programs.

Provide the following summary plans and programs: (1) hazardous materials handling and disposal; (2) pollution control; (3) interface management/systems integration; (4) constructability reviews; and (5) value engineering. Limit these summaries to five (5) pages within the overall sixty (60) page limit.

208. DESIGNATED CONTACTS AND COMMUNICATIONS

A. Contact -- The designated Authority representative for all questions relating to this Request for Proposals is Bud Gandy, Contracting Officer, at the address set forth in Section 206A.

B. Communications -- Communications in connection with this RFP shall be in writing and shall be delivered; by electronic mail; by facsimile; or by regular, registered, or certified mail addressed to the person named in subsection above. All communications must identify the RFP Number.

209. RFP WITHDRAWAL AND OTHER AUTHORITY RESERVATIONS

The Authority reserves the right to withdraw this RFP at any time without prior notice, and makes no representations that any Contract will be awarded to any Proposer responding to this RFP. The Authority expressly reserves the right to postpone Proposal opening for its own convenience, to waive any informality or irregularity in the Proposals received, and to reject any and all Proposals received in response to this RFP without indicating any reasons for such rejection. The Authority reserves the right to not award the Stage B Design-Build Contract in the event that funding for the project becomes unavailable. Additionally, in the event that the proposed Lump Sum Fixed Prices are greater than the Authority's budget, the Authority may chose to not award the Stage B Design-Build Contract based on the Proposal submitted, in which case it maybe require re-scoping and submission of revised Proposals. Also, award of the Stage B Design-Build Contract is subject to the Authority's completion of the FEIR process. In addition, Proposers are advised that the environmental analysis process for the Project is underway and that it is possible that this process will result in a decision to not certify the FEIR, to adopt a project alternative other than the preferred alternative, or to deny approval of the Project. Nothing contained in this RFP shall commit the Authority to the approval of a specific Project alternative.

210. OWNERSHIP OF PROPOSALS

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. The concepts and ideas in the information contained in the Proposal, including any proprietary, trade secret or confidential information, submitted by Proposer shall also become the property of the Authority (1) if submitted by the successful Proposer, upon award and execution of the Contract; and (2) if submitted by an unsuccessful Proposer, following the completion of the procurement process.

211. ACCEPTANCE OF PROPOSALS

Each Proposal shall be submitted with the understanding that (A) it constitutes an offer to perform each element of the Scope of Work for Stage A in accordance with the terms of the Proposal, this RFP, and the Contract Documents, including the obligation to submit a Proposal for the Stage B Design-Build Contract and to enter into and perform such Contract, and (B) it is binding on the Proposer if accepted by the Authority.

212. CONFIDENTIALITY

Subject to applicable law, the Authority will use reasonable efforts to maintain confidentiality during the Proposal process.

213. WITHDRAWAL OF PROPOSAL

A Proposer may not withdraw its Proposal during the 180-day period after the Proposal due date without written consent of the Authority. Any costs incurred by Proposers in responding to this RFP in anticipation of receiving a Contract award are the Proposer's sole expense and will not be reimbursed by the Authority.

214. DISQUALIFICATION OF PROPOSALS

Proposers may be disqualified and Proposals may be rejected for any of (but not limited to) the following causes:

1. Lack of signature by an authorized representative on the Proposal.
2. Failure to properly complete the Proposal.
3. Evidence of collusion among Proposers.
4. Unauthorized alteration of Proposal forms.

The Authority reserves the right to waive any minor informality or irregularity.

215. CONFLICT OF INTEREST

A. **Description of Conflicts** -- No employee, officer or agent of the Authority shall participate in the selection, or in the award or administration, of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

1. The employee, or an officer or agent of the employee;
2. Any member of the employee's immediate family;
3. The employee's business partner; or
4. An organization, which employs, or is about to employ, any of the above.

B. **Prohibition on Gratuities** -- The Authority's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Proposers, Prospective Proposers, subcontractors to Proposers, or other parties to sub-agreements whereby the intent would reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

216. IMPROPER CONDUCT

If a Prospective Proposer, or anyone representing or acting on behalf of or at the direction of 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 in connection with this RFP or the Contract, the Authority shall immediately disqualify the Proposer and may sue the Proposer for damages.

217. PROHIBITIONS OF LOBBYING AND CONTACTS

A. **Prohibition** -- No person (or entity) submitting a Proposal in response to this RFP, nor officer, employee, representative, agent, or consultant representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the Contract with any Member of the Governing Board of the Authority (or his or her personal staff) during the period beginning on the date of issuance of this RFP and ending on the date of Contract award. Any such contact will be grounds for the disqualification of the Proposer.

B. **Limitation on Contacts** -- During the period beginning on the date of issuance of this RFP and ending on the date of Contract Award, any contact with the Authority staff by a Proposer should be limited to the pre-proposal conference under Section 202, the written clarification and addenda process described in Section 203, and

any interviews held pursuant to Section 304. Any contact with Authority officials or staff other than pursuant to those established processes will be grounds for disqualification of the Proposer.

218. COLLUSION CLAUSE

A. **Collusion** -- Any evidence of agreement or collusion among Proposers will render the Proposals of each such Proposer void.

B. **B. Disclosure** -- Advance disclosure of any information to any particular Proposer which gives that particular Proposer any advantage over any other interested Proposer, in advance of the Proposal due date, made or permitted by a member of the Authority's Governing Board or an employee or representative thereof, will operate to void any Proposals of that Proposer.

219. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the terms and conditions of Stage A Agreement in Attachment 2 and other terms or conditions contained in this RFP, the former will take precedence.

220. INCLUSION OF TERMS AND CONDITIONS

All provisions and conditions contained herein may become part of any subsequent Contract awarded as a result of this RFP.

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PART III - EVALUATION PROCESS AND AWARD

301. RECEIPT OF PROPOSALS

Each Proposal received in response to this RFP will be placed in a secure location with access limited to specific Authority staff and representatives. All Proposals will be reviewed and evaluated in accordance with this Part III.

302. AUTHORITY EVALUATION COMMITTEE

The Authority will establish an Evaluation Committee with responsibility for reviewing all Proposals and conducting the reviews, evaluations, and scoring described in this Part. The Evaluation Committee shall be chaired by the Contracting Officer or his or her designee. In addition, the Evaluation Committee may, in its discretion, utilize outside experts and financial consulting or reporting services to assist in the evaluation process.

303. INITIAL REVIEW OF PROPOSALS

A. **Acceptability Determination** -- The Evaluation Committee will first review and evaluate Package A of each Proposer's submittal to determine whether the Proposer has properly provided the background information, forms, and certifications required to be included in Package A. Evaluation will be on a pass/fail basis. Proposals that are non-responsive to the RFP, that otherwise do not provide the required information, or that otherwise fail to provide satisfactory contents in Package A will be considered unacceptable. Unacceptable Proposals will not be subject to further review, evaluation, or scoring by the Authority. Should the Authority determine that a Proposal is unacceptable based on the contents of the Package A submittal, the Authority will notify that Proposer in writing, and will provide a debriefing at the Proposer's request. .

B. **Minor Irregularities** -- Minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the technical content of the Proposal shall not be the basis for finding a Proposal to be unacceptable, if corrected promptly by the Proposer upon receipt of notification from the Authority. The Authority reserves the right to notify a Proposer of such a minor irregularity following the initial review under this Section.

304. EVALUATION OF ACCEPTABLE PROPOSALS

A. **General** -- Each Proposal that is determined, pursuant to Section 303, to meet the requirements of this RFP and to pass all pass/fail criteria will be deemed to be "Acceptable" and will then be evaluated by the Evaluation Committee in accordance with the following provisions of this Section and will be scored using the evaluation criteria and weights set forth in Section 305.

B. **Technical Qualifications Evaluation** -- The Evaluation Committee will conduct an evaluation of all acceptable Proposals under the criteria set forth in

Section 305. The Authority reserves the right to select for Contract award the two Proposers earning the highest total evaluation scores under the criteria in Section 305, based on the evaluation of the initial Proposals as submitted, without interviews or discussions.

C. **Interviews and Discussions** --The Contracting Officer and members of the Evaluation Committee may, at their discretion, conduct interviews and discussions with all Proposers determined to have submitted acceptable Proposals, or with the highest ranked Proposers based on the initial evaluations. Interviews will normally include a presentation by the Proposer, following by questions and requests for clarification by the Contracting Officer and members of the Evaluation Committee. Proposers should be prepared to fully explain and justify all aspects of their Proposals. The results of such interviews may be considered in the evaluation and scoring of Proposals under Section 305.

D. **Client References** -- The Evaluation Committee may contact any of a Proposer's client references to discuss the Proposer's qualifications and past performance. The results of any such reference checks may be considered in the evaluation and scoring of Proposals under Section 305.

E. **Recommendation** -- Following the completion of evaluation by the Evaluation Committee and the scoring of Proposals in accordance with this Section, the Contracting Officer will make an award recommendation based upon the criteria set forth in Section 305. That recommendation will be submitted to the Authority's CEO, who will serve as the source selection official for purposes of making the final selection recommendation to the Governing Board of the Authority.

305. EVALUATION FACTORS AND WEIGHTS

A. **General** -- The Authority will, through its Evaluation Committee, evaluate and score the acceptable Proposals submitted in response to this RFP on the basis of the factors set forth in Subsection B of this Section. This evaluation will be based on the contents of the Package B submittals, reference checks, and interviews (if any).

B. **Scoring** -- All acceptable Proposals will be evaluated by the Evaluation Committee in accordance with the stated criteria, sub-criteria, and associated weights. Sub-criteria are equally weighted.

C. Evaluation Factors

1. Qualifications and Experience. (Tab B-1) 20%

This factor involves an evaluation of the Proposer's relevant qualifications to perform engineering, design, and construction work on the Project, and its experience on projects of similar size and type, with particular focus on its experience and track record on design-build projects, light rail transit projects, and transportation projects in Los Angeles County. In addition to the Form ORs, further reference checks from previous clients may be taken into account in this evaluation factor.

2. Organization, Staffing, and Credentials. (Tab B-2) 20%

This factor involves an evaluation of the following:

A. Overall qualifications, experience, and credentials of the Project Manager, other Stage A and Stage B Key Personnel, and Proposer staff to perform the engineering, design, and construction of the Project, including the specific experience and performance of the proposed individuals on the cited projects. This may include reference checks.

B. Logic and soundness of the Project Organization and Staffing Plan, including an assessment of whether the Plan is appropriately structured to meet Project requirements and schedule.

C. Dedication and availability of Stage A Key Personnel for the performance of the Project.

D. Quality, experience, and performance record of the proposed Key Subcontractors.

3. Project Management . (Tab B-3) 15%

This factor involves an evaluation of the following:

A. Logic and soundness of the Proposer's overall approach to managing the Project and completing the Work on schedule and in the most cost effective manner, including its draft Project Management Plan.

- B. Quality of the Proposer's plan for Preliminary Engineering design management, construction management, interface management/systems integration, and QA/QC.
- C. Quality and feasibility of the Proposer's approach to Third Party coordination and issue resolution.
- D. Quality and soundness of the Proposer's approach to the management of schedule/cost risk areas in the design and construction process.
- E. Overall understanding of the Project and the Authority's goals and objectives, and willingness to participate in the Project without requesting substantial changes to the risk and responsibility elements of the Stage A Agreement and the Stage B Design-Build Contract. This factor may include an evaluation of the nature and extent of any exceptions taken by the Proposer.

4. Discretionary Scope of Work. (Tab B-4) 10%

The quality and logic of the Proposer's Discretionary Scope of Work, including the extent to that proposed Work will facilitate reduction of cost uncertainties, risk management and development of the most competitive Lump Sum Fixed Price.

5. Construction Plan and Approach to the Work. (Tab B-5) 15%

The quality, thoroughness, and detail of the Proposer's Construction Plan and approach to the Work, including the extent to which the Construction Plan demonstrates an understanding of the requirements of the Project and incorporates cost-effective and creative approaches to design and construction challenges. This factor will also include an evaluation of the Proposer's Project schedules.

6. Safety Plans and Safety Record. (Tab B-6) 5%

The quality and detail of the Proposer's Safety Plan and proposed Safety Organization for the project. Demonstrated commitment to safety reflected by a favorable safety record as substantiated in the Form SQ and the Worker's Compensation Modifier. Describe significant aspects of the Safety Plan and the qualifications, roles and

responsibilities of the Worksite Safety Personnel and how the Safety Organization will be integrated into the overall project organization.

7. Contract Planning Selection of Subs (Tab B-7) 5%

Quality and thoroughness of a procurement process for subcontracting elements of the work. Demonstrated level of work self-performed. Identification of Key subcontractors or process for selection of such. Identification of work commitments and/or opportunities for SBE firms.

8. Community Outreach (Tab B-8) 5%

Demonstrated understanding of potential impacts to the community and approach to effectively mitigate impacts. Understanding issues associated with and approach to urban design.

9. Other Required Plans and Programs (Tab B-9) 5%

(1) Hazardous Materials Handling and Disposal

Demonstrated understanding of means and methods for complying with legal requirements for handling and disposition of hazardous materials encountered during Construction. Describe experience and qualifications in preparing and implementing a Hazardous Waste Operations Safety and Health program.

(2) Pollution Control

Demonstrated understanding of means and methods for elimination of various pollutants created by construction activities. Describe experience and qualifications in preparing and implementing a Contractor-Generated Waste management plan, a Contractor-Generated Wastewater management plan and a Stormwater Pollution Prevention plan.

(3) Interface Management / Systems Integration

Describe the experience and qualifications and tools used in effectively managing and controlling design interfaces and systems integration.

(4) Constructability Reviews

Describe methodology and processes for conducting reviews and expected outcome of process.

(5) Value Engineering

Describe methodology and practices for recognizing opportunities

306. POST SELECTION NEGOTIATIONS

A. Negotiations -- Following completion of the evaluation process, the Authority may conduct negotiations with the two (2) highest ranking firms. The Authority reserves the right to terminate either or both negotiations at any time, in which event the Authority may proceed with negotiations with the next highest ranking firm(s).

B. Recommendation for Award -- After negotiations are complete, the CEO shall make a recommendation to the Governing Body for award of Contracts to the two (2) successful Prospective Proposers.

307. AWARD AND CONTRACT EXECUTION

Promptly following Board authorization of Contract award, the Authority will deliver execution copies of the Stage A Agreement to the two (2) selected firms. The selected firms shall execute and deliver all such execution copies to the Authority within seven (7) days of receipt, together with evidence of insurance, any required bond and any other documents required to be provided at Contract execution, as stated in the Stage A Agreement.

308. PROPOSAL BONDS

If a Proposer is awarded the Contract but fails to execute and deliver the executed Stage A Agreement and other required documents to the Authority within the required time, or if a Proposer is selected for negotiations and fails to negotiate in good faith, then the funds represented by its Proposal Bond shall be released to the Authority and become and remain the property of the Authority.

Following receipt of the executed Stage A Agreement and required documents by the Authority, the Proposal Bonds (other than any bond which has been forfeited) will be returned to the respective Proposers.

309. NOTIFICATION OF AWARD AND DEBRIEFING

Each Proposer that submits a Proposal in response to this RFP shall be notified in writing regarding the two (2) Proposers that were awarded the Contract. Proposers that are not awarded the Contract may obtain an explanation and/or response concerning the strengths and weaknesses of their Proposal(s). Any such Proposer wishing to be debriefed, must request the debriefing in writing, and the Contracting Officer must receive the request by U.S. mail or fax within three (3) working days of receiving notification as described above.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PART IV - AUTHORITY PROTEST PROCEDURES

401. PURPOSE

The purpose of this Part is to set forth the procedures to be utilized by the Authority in considering and determining all protests or objections regarding this RFP, and shall supplement the procedures set forth in Authority's Administrative Code.

402. GENERAL

In order for a protest to be considered by the Authority, it must be submitted by an interested party (as defined below) in accordance with the procedures set forth herein. A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by the Authority, and will be returned to the submitting party without any further action by the Authority.

403. DEFINITIONS

For purposes of these Protest Procedures:

- A. The term "bid" includes any Proposal submitted by an offeror in response to this RFP.
- B. The term "Contract" means that document to be entered into between the Authority and the successful bidder and offeror.
- C. The term "days" refers to normal business days of the Authority staff offices.
- D. The term "interested party" for purposes of a protest submitted prior to the Proposal due date means any person who is a Prospective Proposer, and for purposes of a protest submitted on or after the Proposal due date shall mean a party that has timely submitted a Proposal in response to this RFP.
- E. The term "solicitation" means the RFP.

404. GROUND FOR PROTEST

Any interested party may file a bid protest with the Authority on the grounds that:

- A. The Authority has failed to comply with applicable law;
- B. The Authority has failed to comply with its Procurement Policy Manual;

C. The Authority has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable; or

D. The Authority has issued restrictive or discriminatory specifications.

405. CONTENTS OF PROTEST

A. A bid protest must be filed in writing and must include:

1. The name and address of the protestor.
2. The name and number of the procurement solicitation.
3. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the law, the provisions of the Authority procurement procedures, or specific term of the solicitation alleged to have been violated.
4. Any relevant supporting documentation the protesting party desires the Authority to consider in making its decision.
5. The desired relief, action, or ruling sought by the protestor.

B. Protests must be filed with:

Bud Gandy
c/o Exposition Metro Line Construction Authority Board Secretary
707 Wilshire Boulevard
34th Floor
Los Angeles, CA 90012

C. All protests must be received by the Authority address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Time.

D. If any of the information required by this section is omitted or incomplete, the Authority will notify the protestor, in writing, within one day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

406. TIMING REQUIREMENTS AND CATEGORIES OF PROTESTS

The Authority will consider the following categories of bid protests within the time period set forth in each category:

*Exposition Light Rail Transit Project – Phase 2
Request for Proposal No. XP8902-827*

*December 04, 2009
Addendum No. 02*

A. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five days prior to the scheduled Proposal due date, in order to be considered by the Authority. Any protest based on such grounds not filed within this period will not be considered by the Authority. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.

B. Any bid protests regarding the evaluation of bids or Proposals by the Authority, or improprieties involving the approval or award or proposed approval or award of a Contract must be filed with the Authority no later than five (5) working days after publication of the written recommendation for award. Any protest filed after such date which raises issues regarding the bid or proposed evaluation, or the Contract approval or award will not be considered by the Authority.

407. REVIEW OF PROTEST BY THE AUTHORITY

A. The Authority will notify the protestor within 3 days of timely receipt of a bid protest that the protest is being considered.

B. In the notification, the Authority will inform the protestor of any additional information required for evaluation of the protest by the Authority, and set a time deadline for submittal of such information. If the Authority requests additional information, and it is not submitted by the stated deadline, the Authority may either review the protest on the information before it, or decline to take further action on the protest.

C. In its sole discretion, the Authority may give notice of any bid protest to other Proposers for the procurement involved in the protest, as appropriate, and permit such Proposers to submit comments to the Authority relative to the merits of the bid protest. The Authority will set a time deadline for the submittal of such comments, which will be no less than 5 days after the Authority provides notification of the protest.

D. In its sole discretion, the Authority may schedule an informal conference on the merits of a bid protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by the Authority in deciding the bid protest if it is submitted to the Authority in writing within 3 days after the conference.

408. EFFECTS OF PROTEST ON PROCUREMENT ACTIONS

A. Upon receipt of a timely protest regarding evaluation of bid or Proposals, or the approval or award of a contract, the Authority will suspend contract approval or other pending action, or may issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful Proposer may not recover costs as a change order.

B. Notwithstanding the pendency of a bid protest, the Authority reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the Contract in the following cases:

1. Where the item to be procured is urgently required;
2. Where the Authority determines, in writing, that the protest is vexatious or frivolous;
3. Where delivery or performance will be unduly delayed, or other undue harm to the Authority will occur, by failure to make the award promptly; or,
4. Where the Authority determines that proceeding with the procurement is otherwise in the public interest.

409. SUMMARY DISMISSAL OF PROTESTS

The Authority reserves the right to summarily dismiss all or any portion of a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by the Authority in a previous bid protest by any interested party in the same solicitation or procurement action.

410. PROTEST DECISIONS

A. After review of a bid protest by appropriate Authority staff and/or legal counsel, a recommendation shall be made to the Chief Executive Officer of the Authority concerning the appropriate disposition of such protest.

B. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and the Authority's own investigation and analysis.

C. The decision of the Chief Executive Officer of the Authority shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision of the Chief Executive Officer of the Authority will be issued within 30 days after the date all relevant information is submitted according to the dealings set forth in these procedures.

D. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, revised evaluation of bids or Proposals or the Authority's determination, or termination of the Contract.

E. If the protest is denied, the Authority will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the Contract.

411. NOT USED

412. JUDICIAL APPEALS

A protestor adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California.

PART V - FORMS AND CERTIFICATIONS

FORM PRL - FORM OF PROPOSAL LETTER

[This form includes bracketed language providing information regarding how to fill in blanks or containing language that must be included in the final Proposal letter if the Proposer is a joint venture. All brackets should be removed before signing the final Proposal letter.]

To: Exposition Metro Line Construction Authority

Re: RFP No. XP8902-827 (the "RFP")

1. Having inspected the RFP Documents and all other information issued by the Exposition Metro Line Construction Authority (the "Authority") in connection with the Project which is described or listed in the RFP Documents, we [jointly and severally] offer to execute the Project in accordance with the RFP Documents, this Proposal Letter, and the Proposal Documents. Initially capitalized terms used in this Proposal Letter and the Proposal Documents shall have the meanings set forth in the RFP and the Contract.
2. The Proposer is a _____ *[identify form of organization, and identify all equity participants in the Proposer]*. In consideration for the Authority supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, we undertake [jointly and severally]:
 - a) to keep this Proposal open for acceptance for 180 days after the Proposal due date without unilaterally varying or amending its terms and, if the Proposer is a partnership or Joint Venture, without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this Proposal is submitted; and
 - b) if this Proposal is accepted, to provide security for the due performance of the Contract as stipulated in the Stage A Agreement and the RFP.
3. By submittal of this Proposal, we affirm and agree (A) if selected as a Contractor, we will perform the Stage A Work in accordance with the terms and conditions Stage A Agreement, subject to any exceptions noted in our Proposal, (B) if selected as a Contractor, we will submit a Proposal to perform the Stage B Work; and (C) if selected as the Design Build Contractor, we will execute the Stage B Design Build Contract and perform the design-build work in accordance with the terms and conditions there of, subject to any exceptions noted in our Proposal and/or any subsequent modifications to the Stage B Design Build Contract negotiated with the Authority.

4. We understand that the Authority is not bound to accept any Proposal the Authority may receive.
5. We further understand that all costs and expenses incurred by us in preparing this Proposal and participating in this RFP process and the Stage B RFP process (if applicable) will be borne solely by us.
6. The Proposer agrees that the Authority will not be responsible for any errors or omissions in this Proposal.
7. This Proposal shall be governed by and construed in all respects according to the laws of the State of California.
8. The Proposer acknowledges receipt of the following Addenda (identify by number and date):

No.	Date
_____	_____
_____	_____
_____	_____

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

Exceptions (if any). (Please note RFP language regarding Tab A-12.)

INCUMBENCY CERTIFICATE

[to be submitted with Form PRL with respect to the signatories thereto, and to be submitted in Tab A-6 with the organizational documents of each entity as specified in the RFP]

The undersigned hereby certifies to _____ that he/she is the duly elected and acting _____ Secretary of _____ (“Company”), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are the duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names.

NAMES

OFFICE

IN WITNESS WHERE OF, the undersigned has executed this Incumbency Certificate this _____ day of _____, 2009.

_____Secretary

FORM OR - OWNER'S REFERENCE FORMS

PERFORMANCE QUESTIONNAIRE

Your assistance is requested in support of a source selection.

Please complete this Questionnaire and mail or send by facsimile to:

Exposition Metro Line
Construction Authority
One Gateway Plaza
Mail 99-17-5
Los Angeles, CA 90012
Attn: Mr. Rick Thorpe
FAX 213-922-7382

Desired Response Date:
_____, 2009

Information on this form is source selection sensitive information & shall be protected accordingly.

TO BE COMPLETED BY PROPOSER

1. CONTRACTOR NAME AND ADDRESS

2. CONTRACT NO:

3. CONTRACT INITIATION DATE:

4. COMPLETION DATE:

5. CONTRACT VALUE (with options):

\$

6. TYPE OF CONTRACT:

7. TITLE AND DESCRIPTION OF CONTACT REQUIREMENTS:

[Please add continuation page if additional space is needed]

TO BE COMPLETED BY EVALUATING ORGANIZATION REPRESENTATIVES

8. EVALUATION

Evaluator's Name: _____

Position: _____

Organization: _____

Phone Number: _____

Months Performance Monitored by Evaluator: _____

Please circle the response code for each topic: (A-H) that best reflects your experience with this contractor:

EX = Exceptional

S = Satisfactory

US = Unsatisfactory

VG = Very Good

MG = Marginal

N/O = Not Observed

A. Quality of Products and Services – Assess the contractor's conformance to contract requirements, specifications, and standards of good workmanship (e.g., technical, professional, environmental, or safety and health standards)

EX VG S MG US N/O

B. Performance – Assess the contractor's performance of technical requirements.

EX VG S MG US N/O

C. Schedule – Assess the timeliness of contractor against the schedule of activities.

EX VG S MG US N/O

D. Claims – assess the contractor in terms of requesting additional compensation/time extensions only where clearly justified.

EX VG S MG US N/O

E. Forward pricing – Assess the contractor's provision of reasonable estimates for additional work or delay damages (whether due to an owner-directed change or some other event)

EX VG S MG US N/O

F. Resolving Issues – Assess the contractor's cooperation and innovation in resolving problems and disputes.

EX VG S MG US N/O

G. Customer Satisfaction – Assess the contractor's responsiveness to customer concerns and user friendliness.

EX VG S MG US N/O

H. Overall Assessment

EX VG S MG US N/O

If any Award Fee contract, what was the average Award Fee %?

FORM SQ – SAFETY QUESTIONNAIRE

Note: Position titles on this form may be modified to fit the Proposer’s organizational structure.

Proposer’s Name: _____

Note: If any of the requested information is not available, attach statement explaining why information cannot be provided and describing safety record for the requested periods.

2. Provide the following information for the last five years for the Proposer and each Joint Venture member and Key Subcontractors that will perform construction work on the Project:

Name of Firm: _____

Item	2004	2005	2006	2007	2008
Employee hours worked (do not include nonwork time, even though paid)					
Number of lost workday cases					
Number of restricted workday cases					
Number of cases with medical attention only					
Number of fatalities					

Name of Firm: _____

Item	2004	2005	2006	2007	2008
Employee hours worked (do not include nonwork time, even though paid)					
Number of lost workday cases					
Number of restricted workday cases					
Number of cases with medical attention only					
Number of fatalities					

Name of Firm: _____

Item	2004	2005	2006	2007	2008
Employee hours worked (do not include nonwork time, even though paid)					
Number of lost workday cases					
Number of restricted workday cases					
Number of cases with medical attention only					
Number of fatalities					

Name of Firm: _____

Item	2004	2005	2006	2007	2008
Employee hours worked (do not include nonwork time, even though paid)					
Number of lost workday cases					
Number of restricted workday cases					
Number of cases with medical attention only					
Number of fatalities					

Name of Firm: _____

Item	2004	2005	2006	2007	2008
Employee hours worked (do not include nonwork time, even though paid)					
Number of lost workday cases					
Number of restricted workday cases					
Number of cases with medical attention only					
Number of fatalities					

Name of Firm: _____

Item	2004	2005	2006	2007	2008
Employee hours worked (do not include nonwork time, even though paid)					
Number of lost workday cases					
Number of restricted workday cases					
Number of cases with medical attention only					
Number of fatalities					

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all general partners or Joint Venture members of the Proposer.]

INFORMATION SHEET: FORM CCD - CAMPAIGN CONTRIBUTION DISCLOSURE

Note: Separate forms shall be submitted by Proposer, each general partner or Joint Venture member of the Proposer, each Guarantor and all named key Subcontractors. This form should be submitted with the Proposal on the Proposal due date. The forms submitted do not need to include the information sheet, just Form CCD itself.

Information Sheet

Each person submitting a statement of qualifications, Proposal or bid to enter into a contract with the Exposition Metro Line Construction Authority, each of its general partners or Joint Venture members, each Guarantor, and each person identified as a Subcontractor or potential Subcontractor in the Proposal must complete the attached Campaign Contribution Disclosure Form.

Important Notice

The basic provisions of Government Code Section 84308 and Public Utilities Code Section 132610 as applicable to contractors, prospective contractors and subcontractors are as follows:

- I. If you are a contractor, a prospective contractor, a general partner or Joint Venture member, Guarantor or Subcontractor of a contractor or prospective contractor, or a key Subcontractor, you are prohibited from making a campaign contribution of more than \$250 to any Board Member or his or her alternate or other Authority officer. 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 three 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 \$250 from you during this period. For the selected Contractors, this prohibition will extend until three months after the Stage B Design Build Contract is awarded
- II. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- III. Each of you must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board Member or his or her alternate or any other Authority officer during the 24 month period preceding the release of the RFP or IFB.
- IV. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 24 months must be aggregated with those made by your agent within the preceding 24 months. Contributions made by your majority shareholder (if a closely held corporation),

your subcontractor(s), your joint venture members, and your partner(s) in the proceeding must also be included as part of the aggregation. Campaign contributions made to different Members of the Board of Directors or their alternates or different Authority officers are not aggregated.

V. If you, your agent, general partners, joint venture members, Guarantors and key Subcontractors have in the aggregate contributed more than \$250 to any individual Board Member or his/or her alternate or other Authority officer during the 24 months preceding the release of the RFP or IFB, 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 should be completed and filed with your Proposal or bid, or with the first written document you file or submit after the proceeding commences

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.

FORM CCD - CAMPAIGN CONTRIBUTION DISCLOSURE

Name of Entity: _____

Address of Entity: _____

Contract Title: _____

No contributions have been made in the preceding 24 months.

The following campaign contributions have been made in the preceding 24 months:

Board Member(s), Board Alternate(s) or Authority officer(s) to whom campaign contributions were made and dates of contribution(s) in the preceding 24 months:

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): _____

[Add additional sheets as necessary.]

Date: _____

Signature of Party and/or Agent

INFORMATION SHEET: FORM GD - GIFT DISCLOSURE

Note: Separate forms shall be submitted by Proposer, each general partner or Joint Venture Member of each Guarantor, and each named key Subcontractors. This form should be submitted with the Proposal on the Proposal due date. The forms submitted do not need to include the information sheet, just the Disclosure Form itself.

Information Sheet

The attached Gift Disclosure Form must be completed by Proposer, each of its general partners or Joint Venture members, each Guarantor, and each person identified as a Subcontractor or potential Subcontractor in the Proposal.

Important Notice

Basic Provisions of Government Code Section 87100 and Public Utilities Code Section 132610:

- I. Board members and their alternates and all Authority employees (“employees”) are prohibited from accepting gifts valued at more than \$10 from contractors, subcontractors, the general partners or Joint Venture members of contractors.
- II. All contractors, general partners and Joint Venture members of 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 request for statements 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 should be completed and filed with each response to a request for a statement of qualifications, request for Proposals or invitation to bid.
- VI. This form summarizes the provisions of Government Code Section 87100 and Public Utilities Code Section 132610. You should consult these statutes for more specific information.

FORM GD -- GIFT DISCLOSURE FORM

No gifts have been made in the preceding 12 months.

The following 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.

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): _____

[Attach additional forms if necessary.]

Date: _____

Name of Entity

EXPOSITION METRO LINE AUTHORITY BOARD MEMBERS

Director/Alternate
Herb Wesson, Jr., Chair, L.A. City Council Member – 10th District Andrew Westall (Alternate)
Jan Perry, Vice-Chair, LA City Council Member_9 th District Councilman Bill Ronsendahl (Alternate)
Scott Malsin, Culver City Council Member Michael O’Leary (Alternate)
Pam O’Connor, Mayor Pro Tem City of Santa Monica Gleam Davis (Alternate)
Bernard C. Parks L.A. City Council Member - 8 th District (No alternate)
Mark Ridley-Thomas L.A County Supervisor – 2 nd District Dan Rosenfeld (Alternate)
Zev Yaroslavsky, Vice Chair, L.A. County Supervisor – 3 rd District Vivian Rescalvo (Alternate)
Arthur Leahy Metro CEO, Ex Officio Member
<p>AUTHORITY OFFICERS</p> <p>Richard D. Thorpe, CEO</p> <p>Samantha Bricker, COO</p> <p>Eric Olson, CPO</p>

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Proposer certifies to the best of its knowledge and belief, that it and its principals, Joint Venture members, general partners, and Key Subcontractors :
 - a. Are not presently debarred, suspended, proposed, for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
 - b. Have not within three-year period preceding this Proposal been convicted of or have 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 contact under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlements, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph 1b of this certification; and
 - d. Have not within a three year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.

2. The Proposer also certifies that if, later it becomes aware of any information contradicting the statements of paragraphs 1(a) through 1(d) above, it will promptly provide that information to the Authority.

3. If the Proposer is unable to certify the statements within paragraphs (1) and (2) above, it shall provide a written explanation to the Authority.

Name

Title

Authorized Signature

PROPOSAL BOND FORM

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____, as Principal and _____, as Surety, a corporation duly organized under the laws of _____, and authorized as a surety in the State of California, are hereby jointly and severally held and firmly bound unto the Exposition Metro Line Construction Authority (the "Authority"), in the sum of One Million Dollars (\$1,000,000) (the "Bonded Sum"), for the payment of which we each bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting a Proposal in response to Authority's Request for Proposals (the "RFP") for Stage A Preliminary Engineering Services with Potential for Design-Build Work (RFP No. XP8902-827) on Phase 2 of the Mid-City/Exposition Corridor Light Rail Transit Project (the "Project");

NOW, THEREFORE, the condition of this bond is such that, upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to the Authority as liquidated damages and not as a penalty, upon receipt by Principal and Surety of notice of such forfeiture from the Authority.

(a) Principal's receipt of written notice from the Authority that (i) no contract for the Project will be awarded by the Authority pursuant to the RFP, or (ii) the Stage A Agreement have been awarded to a different Proposer and have been fully executed and delivered; or

(b) Principal's execution and delivery of the Stage A Preliminary Engineering Agreement and delivery of all other documents and instruments required by the RFP to be delivered in connection with award.

If (i) the Principal shall fail to promptly and properly fully satisfy the foregoing conditions for release set forth in (b) above, (ii) the Principal withdraws its Proposal in a manner not permitted by the RFP or (iii) the Principal fails to negotiate in good faith following selection for negotiations under the RFP, the Proposer and the Surety hereby agree to pay to the Authority the full Bonded Sum hereinabove set forth, as liquidated damages and not as a penalty, within thirty (30) days after such failure.

The following terms and conditions shall apply with respect to this bond:

1. If suit is brought on this bond by the Authority and judgment is recovered, Principal and Surety shall pay all costs incurred by the Authority in bringing

such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

2. Correspondence or claims relating to this bond should be sent to Surety at the following address:

SIGNED and SEALED this _____ day of _____, 2009

Principal

By: _____

Surety

By: _____
Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGEMENTS]