

**EXPOSITION METRO LINE CONSTRUCTION AUTHORITY**

**REQUEST FOR QUALIFICATIONS  
No. XP8902-006**

**PHASE 2 ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES  
April 1, 2011**

<b>EVENT</b>	<b>DATE</b>
Issuance of RFQ	Friday, April 1, 2011
Pre-Submittal Meeting:	Monday, April 11, 2011
Requests for addenda and clarifications due	Monday, April 18, 2011
Authority deadline for issuance of clarifications and/or addenda	Friday, April 22, 2011
Proposal due date	Monday, May 9, 2011
Short-Listed firms Notified	Tuesday, May 17 2011
Interviews	Monday, May 23, 2011
Recommendation for Contract Award(s)	Thursday, June 2, 2011
Negotiations with Top Ranked Firm	TBD

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- Attachment A – Statement of Work
- Attachment B – Project Schedule
- Attachment C – Sample Contract w/Terms & Conditions
- Attachment D – Compensation Forms
- Attachment E – Certification Forms
- Attachment F – Small Business Enterprise Policy Statement

## PART I - BACKGROUND INFORMATION

### 101. INTRODUCTION

The Exposition Metro Line Construction Authority (“Authority” or “Expo”) is seeking Statements of Qualifications from qualified firms to provide Engineering and Construction Management (ECM) services in support of Phase 2 of the Exposition Light Rail Transit Project. The effort is anticipated to commence in August 2011 and be completed within five years. Selected Offeror shall assist the Authority in the management, oversight, and close out of Phase 2 of the Exposition Light Rail Transit Project.

The Expo Phase 2 Project is located in the Westside of Los Angeles, extending approximately seven miles from the Expo Phase 1 terminus at the Culver City Station to Santa Monica. The Phase 2 alignment begins at the terminus of Expo Phase 1 and utilizes the existing Exposition Right-of-Way (ROW), then diverges from the Exposition ROW and enters onto Colorado Avenue east of 17<sup>th</sup> Street. The alignment follows the center of Colorado Avenue to the proposed terminus in downtown Santa Monica in the vicinity of the intersection of 4<sup>th</sup> Street and Colorado Avenue.

The Authority has entered into a Design Build Contract with the Joint Venture of Skanska/Rados. The Contract was awarded by the Authority’s Board of Directors in March 2011. In addition to the Design-Build Contract, the Authority anticipates issuing traditional Design-Bid-Build (DBB) Contracts for the Phase 2 maintenance facility and bike path.



Selected Offeror will provide Authority with the required staff, resources, and expertise to effectively manage the Phase 2 Contracts. The work shall be done under the statement of work contained in Attachment A of this RFQ.

The Engineering and Construction Management tasks and activities include, but are not limited to:

#### Engineering Management

- a. Management and Administration of the DB and DBB Contracts
- b. Cost and Schedule control
- c. Value engineering, constructability, and cost estimating
- d. Utility coordination, oversight, and management
- e. Coordinating with third parties, which include: LA Metro, the City of Los Angeles, City of Santa Monica, Culver City, Caltrans, Los Angeles County, and the California Public Utilities Commission
- f. Providing design documents as necessary to support the project
- g. Management, oversight, and review of contractor design and construction deliverables
- h. Contract Compliance including Small Business Enterprise participation, implementation of the jobs program and PLA, and construction compliance including review of certified payrolls etc.
- i. Oversight and management of the DB contractor's construction activities
- j. Quality assurance of DB contractors processes, procedures, and compliance with the requirements of the Contract
- k. Quality Control and Quality Assurance (QA/QC) for the DBB Contracts
- l. Provide environmental support as needed
- m. Monitor environmental compliance of the design and construction
- n. Manage, review, and oversee the DB contractor's startup activities
- o. Project closeout

The Offeror will provide the on-site staff identified in Attachment A to work as part of an integrated team at the Authority's or Contractor's offices. In addition, the Offeror shall identify any additional support services needed to complete the scope of work outlined in Attachment A.

## 102. DEFINITIONS

As used in this Request for Qualifications –

1. **Agreement or Contract** - The terms "Agreement" and "Contract" mean the Agreement for Engineering and Construction Management Services.
2. **Authority or Expo** - The term "Authority" or "Expo" may be used interchangeably throughout this document and means the Exposition Metro Line Construction Authority.
3. **Contracting Officer** - The term "Contracting Officer" means the Authority staff person responsible for the administration of the RFQ and the Contract. The Contracting Officer for this procurement is the individual identified in Section 206 of this RFQ.
4. **Consultant** - The term "Consultant" means the entity or entities that is/are selected by the Authority pursuant to this RFQ and that is/are awarded the Contract(s) to provide Engineering and Construction Management services for the Authority.
5. **Days** - The term "days" means calendar days, unless otherwise specified.

6. **Governing Board** - The term "Governing Board" means the Board of Directors of the Authority.
7. **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.
8. **Phase 2** - The term "Phase 2" means the Exposition Corridor Light Rail Transit (LRT) Project running approximately 7 miles from Culver City to Santa Monica.
9. **Offeror** - The term "Offeror" means any person, sole proprietor, partnership, corporation or Joint Venture submitting a Statement of Qualifications in response to this RFQ.
10. **RFQ** - The term "RFQ" means this Request for Qualifications No. XP8902-006
11. **Small Business Enterprise (SBE)** - A firm certified as a Small Business concern by one of the following entities:
  - o California Department of General Services (DGS) SBE – Procurement Division (PD) – Office of Small Business and Disabled Veterans Business Enterprise Services (OSDS)
  - o Eligibility: A business with 100 or fewer employees and average annual gross receipts of \$14,000,000 or less over the previous three (3) tax years or a manufacturers with 100 or fewer employees
  - o Los Angeles County Metropolitan Transportation Authority (Metro) SBE
  - o Eligibility: A business that meets the size standards set by the Small Business Administration by primary NAICS Code and whose owners have a Personal Net Worth of \$250,000 or less.
  - o Firms certified as a Disadvantaged Business Enterprise (DBE) by a California Unified Certification Program (CUCP) certifying agency.
  - o Eligibility: A business with average annual gross receipts of \$22,410,000 or less over the previous three (3) years, that meets the size standards set by the SBA by primary NAICS Code, and whose owners have a Personal Net Worth of \$750,000 or less and meet DBE Social and Economic Disadvantage Criteria
  - o The Authority is a non-certifying agency; however, the Authority recognizes the SBE Certifications from the above-noted certifying entities.
12. **Small Business Attainment** - Represents Prime Consultant subcontracting dollars paid to SBEs (in accordance with Commercially Useful Function and SBE Crediting Provisions).
13. **Small Business Commitment** - Represents Prime Consultant subcontracting dollars commitments made to SBEs (in accordance with Commercially Useful Function and SBE Crediting Provisions).

**103. ISSUING AGENCY**

The public agency issuing this RFQ is the Exposition Metro Line Construction Authority (“Authority”). The Exposition Metro Line Construction Authority was established by Chapter 7 of Division 12.7 of the Public Utilities Code, commencing with Section 132600, effective January 1, 2004.

**104. CONTENTS OF RFQ/EXAMINATION OF DOCUMENTS**

**A. Contents** -- This RFQ sets forth the requirements governing preparation, submission, and contents of Statements of Qualifications submitted by Offerors seeking to be awarded the Contract, and describes the process and factors under which Statements of Qualifications will be evaluated and the successful Offeror(s) will be selected.

The RFQ package includes the following documents:

- Request for Qualifications/Instructions to Offerors - including the evaluation process, protest procedures, and required forms and certifications
- Statement of Work - Attachment A
- Project Schedule – Attachment B
- Sample Contract with Terms and Conditions - Attachment C
- Compensation Forms – Attachment D
- Certification Forms – Attachment E
- Small Business Enterprise - Attachment F

**B. Required Examination of Documents** -- Each Offeror is responsible for examining all of these documents and fully informing itself of all relevant aspects of the Project. In submitting a response to this RFQ, Offerors are representing that they have thoroughly examined this RFQ and have become familiar with the Statement of Work. In the implementation of this RFQ and the Contract awarded pursuant to this RFQ, 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 Terms and Conditions included in Attachment C hereto.

**105. PROJECT DESCRIPTION**

The Phase 2 portion of the Expo Line is an approximately 7-mile east-west extension of the Mid-City/Exposition Light Rail Transit Project (Expo Phase 1 7th & Flower, Los Angeles to Culver City). The Project generally parallels Interstate 10 (I-10); the alignment continues westward ending a few blocks from the Pacific Ocean in Santa Monica. Phase 2 begins just west of the existing Expo Phase 1 Culver City Station and runs along an abandoned Southern Pacific (SPTC) railroad line, Exposition Boulevard, and Colorado Boulevard to a final terminus in Santa Monica.

When completed, the line will connect Santa Monica, Culver City and downtown Los Angeles. Phase 2 is planned to begin operations in 2015. The Expo Line Project is considered a

“Transit Parkway” that will be enhanced by bike and pedestrian paths, as well as trees and landscaping along the alignment.

**106. CONSULTANT STATEMENT OF WORK**

The Consultant will be responsible for providing Engineering and Construction Management services in accordance with the Scope of Work, Attachment A.

**107. BASIS FOR AWARD**

Any Contract(s) resulting from this RFQ will be awarded to the most qualified Offeror. The Authority will conduct interviews with Offerors within the competitive range. Following the interviews, the presentations and responses to questions will be scored. The scoring of the statements of qualifications will be combined with the scoring of the interviews. The final combined scores will determine a final ranking of the firms. Negotiations will be initiated with the highest ranked Offeror. Should the Authority be unable to negotiate a satisfactory business agreement with the highest ranked Offeror, it retains the right to terminate negotiations and open negotiations with the next highest ranked Offeror.

**108. CONTRACT TYPE**

It is anticipated that the Contract(s) resulting from this RFQ, if awarded, will be a Time and Material Contract with a cumulative Not-to-Exceed (NTE) price. (The Terms and Conditions to be included in the Contract are set forth in Attachment C.)

## PART II - INSTRUCTIONS TO OFFERORS

### 201. SCHEDULE OF KEY EVENTS

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

EVENT	DATE
Issuance of RFQ	Friday, April 1, 2011
Pre-Submittal Meeting:	Monday, April 11, 2011
Requests for addenda and clarifications due	Monday, April 18, 2011
Authority deadline for issuance of clarifications and/or addenda	Friday, April 22, 2011
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Interviews	Monday, May 23, 2011
Recommendation for Contract Award(s)	Thursday, June 2, 2011
Negotiations w/ Top Ranked Firm	TBD

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

### 202. PRE-SUBMITTAL CONFERENCE

The Pre-Submittal Conference is scheduled for **Monday, April 11, 2011 at 1:30 p.m.** in the Training Room on the LBL Level of the Aon Building at 707 Wilshire Blvd. Suite 3400 Los Angeles, CA 90017. Please advise the Authority by close of business April 7, 2011 of your attendance by contacting Ms. Wandra Hawthorne at (213) 243-5500 so that visitor badges can be processed in advance. Attendance at the pre-Submittal Conference is not mandatory; however, all prospective Offerors are strongly encouraged to attend.

### 203. RFQ REVIEW AND MODIFICATION PROCEDURE

All requests for clarifications, exceptions, deviations or changes must be submitted to the Authority in writing as set forth in this Section 203 no later than the Written Question Deadline (2:00 P.M. April 18, 2011). **Any requests received after this date, as part of the STATEMENT OF QUALIFICATIONS, or otherwise, shall not be considered.**

#### a. Examination and Clarification of RFQ Documents

Offeror is responsible for reviewing the RFQ documents prior to the submittal deadline (May 9, 2011) and for requesting clarification or interpretation of any discrepancy, deficiency, ambiguity or error, or omission contained in the RFQ documents. Offeror shall notify the Authority in writing, in accordance with Section 203.4 below. Should it be found by Authority that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter, which will be posted on the Authority's website. Submissions by e-mail will be accepted by [cjohns@exporail.net](mailto:cjohns@exporail.net). Submissions may also be faxed to 213-243-5553.

**b. Exceptions to or Recommendations for Change of the RFQ**

Any questions or request for exceptions to, or deviations from, the requirements of this RFQ must be submitted in writing in accordance with Section 203.4 below. The request should clearly identify and segregate "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. The Authority will review the request and may, but shall not be required to, post a response to any such request on Authority's website.

**c. Exceptions or Clarifications to Standard Contract**

Offerors shall familiarize themselves with the model Agreement (attached to the RFQ as Attachment C) and all of the Exhibits attached thereto. Authority intends to use the attached model Agreement as the Contract resulting from this RFQ. Should the Offeror have concerns, questions, or recommended changes to the model Agreement requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the Authority as set forth in Section 203.4 below. The Authority will review Offeror's concerns/recommendations and may post on Authority's website Offeror's request and any comments from Authority regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Offeror. Changes to the Authority's model Agreement shall be made at the Authority's sole and absolute discretion.

**d. Submitting Requests**

All questions, requests for clarifications, exception, deviations or changes, including questions that could not be specifically answered at the pre-submittal conference, must be put into writing and must be received by Cheryl Johns no later than 2:00 p.m., on April 18, 2011. Requests for clarifications, exceptions, deviations or changes, and/or questions and comments must be clearly labeled, "Written Questions". The Commission is not responsible for failure to respond to a request that has not been appropriately labeled.

Written requests and questions may be submitted via e-mail (cjohns@exporail.net), fax, (213-243-5553), U.S. Postal Service, private courier, or carriers such as FedEx or UPS. Such submittals should be sent to Exposition Metro Line Construction Authority, Attention: C. Johns, 707 Wilshire Blvd. 34<sup>th</sup> Floor, Los Angeles, CA 90017. Written requests and questions must be received by 2:00 p.m. April 18, 2011.

**e. Authority Responses**

Authority will acknowledge receipt of all requests whether responded to or not. Responses from the Authority will be posted on Authority's website by close of business April 22, 2011. Offerors may download responses from the Authority's website at [www.buildexpo.org](http://www.buildexpo.org) and select the "Opportunities" tab, or [www.buildexpo.org/opportunities-2/](http://www.buildexpo.org/opportunities-2/). Authority's responses may be in the form of Question and Answer, Addenda, or a simple posting of the response.

**204. PREPARATION OF STATEMENTS OF QUALIFICATIONS**

- **Acceptance of Terms** -- Offerors understand and agree that submittal of a Statement of Qualifications will constitute acknowledgement and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFQ and in the Terms and

Conditions and other Contract Documents, except as otherwise specified by a Request for Clarification or Question submitted in accordance with Paragraph 203 RFQ Review and Modification Procedure above. Any and all parts of the submitted Statement of Qualifications may become part of the subsequent Contract between the selected Consultant and the Authority.

- **False Statements** -- False, incomplete, or unresponsive statements in connection with a Statement of Qualifications, or failure to adhere to the instructions in this RFQ, may be sufficient cause for rejection of the Statement of Qualifications. The evaluation and determination of the fulfillment of this requirement will be the Authority's responsibility and its judgment will be final.
- **Format and Content** -- Statements of Qualifications shall provide a straightforward, concise delineation of the Offeror's capability to satisfy the requirements of this RFQ. Statements of Qualifications shall be in the requested format, and shall provide all pertinent information specified in Section 207 and 208 of this RFQ. Each Statement of Qualifications shall be signed in ink by a duly authorized officer of the Offeror.

## **205. FORMAT AND STRUCTURE OF THE STATEMENT OF QUALIFICATIONS**

Each Statement of Qualifications shall respond fully to the requirements of this RFQ, and all Statement of Qualifications information shall be included in the following format:

- Package A. Offeror Background, Forms, and Certifications** -- The Offeror Background Submittal provides basic legal, financial, and background information about the Offeror and will be reviewed, on a pass-fail basis, to determine if the Statement of Qualifications is minimally responsive and the Offeror(s) is/are a responsible firm with a satisfactory performance record and possessing adequate financial resources to perform the Contract.
- Package B. Statement of Qualifications** -- This part of the submittal will provide information regarding the Offeror's technical qualifications, experience, and approach to performing the Work, and will be the basis for evaluating and scoring the Statement of Qualifications. This package may not exceed 100 8½" x 11" pages. A maximum of five (5) 11" x 17" pages may be used for Organizational Charts, Maps, and Project Schedules. Oversized pages will not be counted in the page count for Offeror's Package B.
- Package C. Compensation** -- Offeror shall submit proposed fixed escalation rates, Home Office Overhead rates and Field Overhead rates, salary ranges, and initial hourly rates for FY 2011-12 for proposed positions as well as a proposed fee rate as requested in Attachment D and back-up audits or CPA statements in a separate sealed envelope marked "Confidential: Pre-Award Audit Materials." These materials shall be submitted for the Prime Offeror and all proposed sub-consultants whose work is expected to exceed \$250,000 over the course of the resultant Contract. This material will be opened only for the selected firm and utilized to perform pre-award audits concurrent with, and as input to, the negotiations. Following successful negotiations, materials for the unsuccessful Offerors will be returned unopened to the unsuccessful Offerors.

## 206. SUBMITTAL OF STATEMENTS OF QUALIFICATIONS

**a. Address for Submittals** – Offeror shall submit one (1) signed original and nine (9) copies of the submittal which includes Sections A and B. For Section C – Cost, Consultant shall submit two (2) copies including all documentation. Submit Section C – Cost in a separate, sealed envelope clearly marked “COST DATA RFQ XP8902-006 Engineering and Construction Management Services.” Offer will also provide a copy of all three (3) sections on a disc. All Statements of Qualifications are to be submitted to the attention of:

Senior Procurement Manager  
Attn: Cheryl Johns  
Exposition Metro Line Construction Authority  
34th Floor 707 Wilshire Blvd  
Los Angeles, CA 90017

**b. Due Date** -- Statements of Qualifications must be received by the Authority no later than **2:00 p.m., Pacific Time, on Monday May 9, 2011**. Statements of Qualifications will be received at the Authority at the above address and will be time-stamped upon receipt. Statements of Qualifications time stamped 2:01 p.m. or later will be considered late and not be accepted. Late Statements of Qualifications will be returned unopened to the Offeror.

**c. Address of Offeror** -- All Statements of Qualifications submitted must include the name and address of the Offeror and a reference to “RFQ No. XP8902- 006”. 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 Statement of Qualifications not properly addressed and identified.

## 207. PACKAGE A -- BACKGROUND, FORMS, AND CERTIFICATIONS

Each Offeror shall submit Package A that includes each of the materials set forth below. The forms and certifications referenced are set forth in Attachment E of this RFQ.

### **Tab A-1 Submittal Letter.**

Each Offeror shall submit a letter using Form PSL included herein. The letter shall identify the Offeror and each of its Joint Venture members and general partners, if applicable, and/or key its sub-consultants.

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

With respect to authorization to submit the Offer and enter into and bind the Offeror to the Contract:

If the Offeror is a corporation, it shall provide evidence in the form of a resolution of its governing body that it is authorized to submit the Statement of Qualifications and enter into and bind the Offeror to the Contract.

If the Offeror is a partnership or sole proprietorship, it shall provide a notarized statement to that effect.

If the Offeror is a Joint Venture, it shall provide evidence in the form of a resolution by each 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 Offer to bind the Offeror (and the other Joint Venture members) to the Offer and the Contract; and (B) each of the Joint Venture members shall also affirmatively state in the Offer that they will be, if awarded the Contract, jointly and severally liable for performance of all of the Contractor's obligations under the Contract. In the case of a Joint Venture, the person with power of attorney to sign the Offer should also execute the forms in Attachment E, except as otherwise provided in Forms CCD and GD.

If the Offeror is a Joint Venture, it shall provide a copy of the Joint Venture Agreement, date of commencement of the Joint Venture, and a listing of each Joint Venture member and the member's percent of ownership in the Joint Venture.

**Tab A-3 Non-Collusion Affidavit/Affirmation.**

Each Offeror shall submit Form NC certifying that the Statement of Qualifications is not the result of and has not been influenced by collusion.

**Tab A-4 Campaign Contribution and Gift Disclosure Forms.**

Each Offeror shall submit Form CCD and Form GD with respect to campaign contributions and gifts.

**Tab A-5 Small Business Enterprise Requirements.**

**208. PACKAGE B -- QUALIFICATIONS/TECHNICAL PROPOSAL**

In October 2009 the Expo Board of Directors adopted a Small Business Enterprise Participation Policy. A copy of this policy is included as Attachment F to this RFQ. The Small Business Enterprise (SBE) Goal for this procurement is **18%**. Each offeror must submit the SBE Goal Declaration for Offerors Form with its Package A submittal declaring that it has committed to meet or exceed the Small Business Goal. Each Offeror must additionally submit information regarding its willingness, capability, and how it plans to comply with the Authority's Small Business Enterprise (SBE) policy, goal, and related SBE requirements, including the name and address of the Offeror's proposed Small Businesses, the name of the corresponding Small Business Certifying Agency, the firm's certification number, and each SBE's corresponding scope of services.

SBE Firms listed by the Prime Consultant with its proposal submittal must be certified prior to award of the Prime Agreement to be eligible to be credited towards the SBE goal. SBE firms added after award of the Prime Agreement must be certified prior to execution of their subcontract/purchase order/agreement in order to be eligible for crediting. Prime Consultants are encouraged to contact the respective certifying entity directly to obtain detailed information certification requirements (certification requirements are subject to change).

Offeror's are directed to Attachment E for the Forms and Certifications of Commitment and to Attachment F of this RFQ for the detailed Small Business Enterprise provisions and Goal Requirements.

Each Offeror shall submit a Statement of Qualifications which details the experience and qualifications of the Offeror to perform the Services detail in the Scope of Work and sets forth the approaches, organizational structures, and procedures which the Offeror intends to follow to ensure successful completion of the Services. This Submittal shall provide the following information, in the format and the sequence set forth below:

### **208.1. Format**

Statements of Qualifications should be typed and submitted on 8½" x 11" paper with a single method of fastening. Offer may include up to five (5) charts and schedules in 11" x 17" format. Statements of Qualifications may use both side of a page but each side will be counted as a page. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Statements of Qualifications should not exceed 100 pages in length, excluding any appendices. The 100 page maximum does not include key staff resumes. All pages shall be sequentially numbered and each section should be separately and clearly tabbed. Statements of Qualifications should include a complete table of contents for the entire Statements of Qualifications with respective page numbers opposite each topic that is included.

#### **Tab B-1 Qualifications, Related Experience and References.**

This section should establish the ability of Offeror to satisfactorily perform the required work by evidence of: experience in performing work of a similar nature; demonstrated competence in the services identified in Attachment "A"; experience with managing infrastructure projects preferably light rail; construction management processes; procurement, formation, and management of large Design-Build Contracts; familiarity with implementation of California Environmental Quality Act (CEQA) environmental requirements; familiarity with local jurisdictions and their requirements, strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

#### **Offeror shall:**

- a.** Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, joint venture, partnership, or sole proprietorship); number, size and location of offices; and number of employees.
- b.** Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- c.** Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various public agencies or cities identified in this RFQ.
- d.** Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- e.** At a minimum five (5) references shall be provided. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. References must clearly identify the project worked on and the

staff member associated with that project. Offeror may also supply references from other work not cited in this section as related experience.

### **Tab B-2 Proposed Staffing and Project Organization**

This section of the Statement of Qualifications should establish the method, which will be used by the Offeror to manage the project as well as identify the Offeror's Executive Manager, key subconsultants or potential subconsultants, and other key personnel assigned, or members of the Joint Venture (whichever is applicable), and the specific areas of responsibility of each identified firm or team member. Provide a statement that all on-site staff proposed by the Offeror in response to Attachment A are available as required for this assignment. Provide a statement that all staff identified as "Key" including the Executive Manager in Attachment A will not be removed from the assignment without prior written Authority concurrence.

Offeror shall:

- a.** Provide education, experience, and applicable professional credentials of Executive Manager and key project staff. Include copies of applicable professional credentials.
- b.** Furnish brief resumes (not more than two [2] pages each) for the Executive Manager and each of the key on-site positions identified in Attachment A.
- c.** Identify other key personnel outside of the on-site staff positions proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current assignment and its duration, proposed position for this Project, and how long this person has been with the firm.
- d.** Provide education, experience, and applicable professional credentials of proposed subcontractors.
- e.** Include a Project Organization Chart, which clearly delineates the communication/reporting relationships among the Project staff.
- f.** Provide a statement that all staff identified as "Key" including the Executive Manager in Attachment A will not be removed from the assignment without prior written Authority concurrence.

### **Tab B-3 Work Plan**

Offeror shall provide a narrative and staffing plan, for anticipated Phase 2 Services, which addresses the Scope of Work, and shows the Offeror's understanding of the Authority's needs and requirements.

Offeror shall:

- a.** Describe the approach and work plan for completing the tasks.
- b.** Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

- c. Furnish an estimated time of completion for completing the representative tasks in terms of elapsed weeks from the Project commencement date.
- d. Identify methods that Offeror will use to ensure Quality Control as well as Budget and Schedule Control for the Project.
- e. Provide a proposed staffing plan for the all elements of the work that corresponds with the Project Schedule provided.
- f. Identify any special issues or problems that are likely to be encountered with the services identified herein and how the Offeror would propose to address them.

#### **Tab B-4 Insurance**

The Offeror shall submit evidence of ability to provide insurance in the amounts and with coverages as required in the attached Agreement (Attachment C).

Offeror shall submit the information requested in Attachment D, financial statements and back-up audits or CPA statements in a separate sealed envelope marked Confidential: Pre-Award Audit Materials. These materials shall be submitted for the Prime Offeror and all proposed sub-consultants whose work is expected to exceed \$250,000. If the firm is a Joint Venture, individual financial statements must be submitted for each Joint Venture member. The financial submittals shall provide a full and detailed presentation of the true condition as of December 31, 2009 (or more recently if available) of the firm's assets, liabilities, and net worth. This material will be opened only for the selected firm and utilized to perform pre-award audits concurrent with, and as input to, the negotiations. Following successful negotiations, materials for the unsuccessful Offerors will be returned unopened to the unsuccessful Offerors. This material will be used by outside auditors and will not be available to the Evaluation Team.

#### **209. APPENDICES**

Information considered by Offeror to be pertinent to this RFQ and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief. If Offeror chooses to provide additional information in a separate appendix, Offeror is encouraged to identify, in the appendix, why Offeror believes such information is pertinent to the RFQ.

#### **210. COST OF PROPOSAL PREPARATION**

Any costs incurred by Offerors in responding to this RFQ in anticipation of receiving a Contract award are the Offeror's sole expense and will not be reimbursed by the Authority.

#### **211. DESIGNATED CONTACTS AND COMMUNICATIONS**

- a. **Contact** -- The designated Authority representative for all questions relating to this Request for Qualifications is the Authority's Senior Procurement Manager, at the address set forth in Section 206(1).

**b. Communications** -- Communications in connection with this RFQ shall be in writing and shall be delivered personally; by electronic mail; by facsimile; by telegram; or by regular, registered, or certified mail addressed to the person named in subsection above. All communications must identify the RFQ Number and station(s) being proposed. Telephone calls or facsimile messages may be used to expedite communications, but shall not be official communications unless confirmed in writing.

**212. RFQ WITHDRAWAL**

The Authority reserves the right to withdraw this RFQ at any time without prior notice, and makes no representations that any Contract(s) will be awarded to any Offeror responding to this RFQ. The Authority expressly reserves the right to postpone proposal opening for its own convenience, to waive any informality or irregularity in the Statements of Qualifications received, and to reject any and all Offers received in response to this RFQ without indicating any reasons for such rejection.

**213. OWNERSHIP OF STATEMENTS OF QUALIFICATIONS**

All documents submitted by the Offeror in response to this RFQ shall become the property of the Authority and will not be returned to the Offeror. The concepts and ideas in the information contained in the Statement of Qualifications, including any proprietary, trade secret or confidential information, submitted by Offeror shall also become the property of the Authority (1) if submitted by the successful Offeror, upon award and execution of the Contract; and (2) if submitted by an unsuccessful Offeror, following the completion of the procurement process.

**214. ACCEPTANCE OF STATEMENTS OF QUALIFICATIONS**

Each Statement of Qualifications shall be submitted with the understanding that it constitutes an offer to perform each element of the Statement of Work in accordance with the terms of the RFQ, the Terms and Conditions, and the other Contract Documents, and that it is binding on the Offeror if accepted by the Authority.

**215. CONFIDENTIALITY**

Subject to applicable law, the Authority will use reasonable efforts to maintain confidentiality during the proposal process. Offeror should plainly mark as Confidential or Proprietary any material that may be damaging to its business position should it be released as part of a Public Records Request.

**216. WITHDRAWAL OF STATEMENT OF QUALIFICATIONS**

An Offeror may not withdraw its Statement of Qualifications during the 180-day period after the Due Date without written consent of the Authority.

**217. EXCEPTIONS TO RFQ, PROPOSED CONTRACT, STATEMENT OF WORK**

Offerors must identify any exceptions to the provisions of this RFQ including the proposed Contract and Statement of Work in accordance with the requirements of paragraph 203 above. If no exceptions were submitted during the Clarifications phase of the procurement process, it will be assumed and understood that all provisions will be complied with, without

exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF AN OFFER ON THE GROUNDS IT IS NON-RESPONSIVE.

## **218. DISQUALIFICATION OF STATEMENTS OF QUALIFICATIONS**

Offerors may be disqualified and Statements of Qualifications may be rejected for any of (but not limited to) the following causes:

- a. Lack of signature by an authorized representative on the Letter of Submittal.
- b. Failure to properly complete the Statement of Qualifications.
- c. Evidence of collusion among Offerors.
- d. Unauthorized alteration of forms.

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

## **219. CONFLICT OF INTEREST**

**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:

- a. The employee, or an officer or agent of the employee;
- b. Any member of the employee's immediate family;
- c. The employee's business partner; or
- d. An organization, which employs, or is about to employ, any of the above.

**Prohibition on Gratuities** -- The Authority's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Offerors, prospective Offerors, sub-consultants to Offerors, 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.

## **220. IMPROPER CONDUCT**

If a Prospective Offeror, or anyone representing or acting on behalf of or at the direction of the Offeror, 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 RFQ or the Contract, the Authority shall immediately disqualify the Offeror and may sue the Offeror for damages.

## **221. PROHIBITIONS OF LOBBYING AND CONTACTS**

**Prohibition** -- No person (or entity) submitting a Statement of Qualifications in response to this RFQ, 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 RFQ and ending on the date of Contract Award. Any such contact will be grounds for the disqualification of the Offeror.

**Limitation on Contacts** -- During the period beginning on the date of issuance of this RFQ and ending on the date of Contract Award, any contact with the Authority or Metro staff by an Offeror 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 or Metro officials or staff other than pursuant to those established processes will be grounds for disqualification of the Offeror.

## **222. COLLUSION CLAUSE**

**Collusion** -- Any evidence of agreement or collusion among Offerors will render the Statements of Qualifications of each such Offeror void.

**Disclosure** -- Advance disclosure of any information to any particular Offeror which gives that particular Offeror any advantage over any other interested Offeror, 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 Statements of Qualifications of that Offeror.

## **223. INCONSISTENCIES IN CONDITIONS**

In the event there are inconsistencies between the Terms and Conditions included in Attachment C and other terms or conditions contained in this RFQ, the former will take precedence.

## **224. EXCLUSIVE RELATIONSHIPS**

Given the magnitude of this project, the need for resources to accomplish the various tasks, and the limited industry resources available in some disciplines, the Authority requests that Offerors refrain from requiring exclusive arrangements in their teaming.

## **225. JOINT OFFERS**

In general, the Authority prefers doing business with single firms in a prime subcontractor relationship; however, given the size and complexity of this project, the Authority will consider Statements of Qualifications made in Joint Ventures or Joint Associations.

## **226. INCLUSION OF TERMS AND CONDITIONS**

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

## **227. AUTHORITY RIGHTS**

**a.** The Authority may investigate the qualifications of any Offeror under consideration, require confirmation of information furnished by an Offeror, and require additional evidence of qualifications to perform the Scope of Work described in this RFQ. The Authority reserves the right to:

- b.** Accept or reject any and all Statement of Qualifications, or any item or part thereof, or to waive any informalities or irregularities in Statement of Qualifications.
- c.** Issue new or subsequent RFQs.
- d.** For any reason(s), withdraw or cancel this RFQ, or any part thereof at any time without prior notice and the Authority makes no representations that any Contract will be awarded to any Offeror responding to this RFQ.
- e.** Require confirmation of information furnished by Offeror or for the Offeror to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the Statement of Qualifications.
- f.** Postpone Statement of Qualification openings for its own convenience.
- g.** Release the Statement of Qualifications, received as public information, upon request after award. Submitted Statements of Qualifications are not to be copyrighted.
- h.** Remedy or overlook technical errors in the RFQ process.
- i.** Appoint an Evaluation Committee to review Statement of Qualifications.
- j.** Seek the assistance of outside technical experts in Statement of Qualifications evaluation.
- k.** Approve or disapprove the use of particular subcontractors.
- l.** Establish a short list of Offerors eligible for interview after review of written Statements of Qualifications.
- m.** Negotiate with any, all, or none of the Offerors to the RFQ.
- n.** Solicit best and final offers from all or some of the Offerors.
- o.** Award a Contract to one or more Offerors.
- p.** Accept other than the lowest monetary offer.
- q.** Waive informalities and minor irregularities in Statement of Qualifications.

## **PART III - EVALUATION PROCESS AND AWARD**

### **301. RECEIPT OF STATEMENTS OF QUALIFICATIONS**

Each Statement of Qualifications received in response to this RFQ will be placed in a secure location with access limited to specific Authority staff and representatives. All Statements of Qualifications 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 Statements of Qualifications and conducting the reviews, evaluations, interviews and scoring described in this Part. The Evaluation Committee shall be chaired by the EXPO Procurement Manager or his or her designee. The Committee may, in its discretion, elect to utilize separate subcommittees to review the various elements of the Statements of Qualifications. 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 STATEMENTS OF QUALIFICATIONS**

a. **Compliance Determination** -- Part A of each Offeror's submittal will be reviewed to determine whether the Offeror has properly provided the background information, forms, and certifications required. Evaluation will be on a pass/fail basis. Statements of Qualifications that are non-responsive to the RFQ, or that otherwise do not provide the required information, will be considered non-compliant. Non-compliant Statements of Qualifications will not be subject to further review, evaluation, or scoring by the Authority. Offerors will be notified in writing if their Statements of Qualifications are found non-compliant.

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

### **304. EVALUATION OF ACCEPTABLE STATEMENTS OF QUALIFICATIONS**

a. **General** -- Each Statement of Qualifications that is determined, pursuant to Section 303, to meet the requirements of this RFQ 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 (or appropriate subcommittees) will conduct an evaluation of all acceptable Statements of Qualifications under the criteria set forth in Section 305. The Authority reserves the right to select for interview the most qualified Offerors, under the criteria in Section 305, based on the evaluation of the initial Statements of Qualifications as submitted.

c. **Interviews and Discussion** -- Interviews and discussions will be held by the Contracting Officer and members of the Evaluation Committee with the short-listed Offerors. The results of such interviews may be considered in the evaluation and scoring of Statements of Qualifications under Section 305.

d. **Client References** -- The Evaluation Committee may contact any of an Offeror's client references to discuss the Offeror's qualifications and past performance. The results of any such reference checks may be considered in the evaluation and scoring of Statements of Qualifications under Section 305.

e. **Recommendation** -- Following the completion of evaluation by the Evaluation Committee and the scoring of Statements of Qualifications in accordance with this Section, the Contracting Officer will make a recommendation of the most qualified Offeror under the criteria set forth in Section 305, and will also provide a recommended ranking for each of the other Offerors. That recommendation and ranking will be submitted to the Authority's CEO, who will present the recommendation to the Board of Directors for final selection.

f. **Selection of Most Qualified Offeror**-- After review and consideration of the recommendations of the Evaluation Committee, the EXPO CEO shall rank all Offers received and recommend in rank order to the Board of Directors the most qualified Offerors based on the evaluation factors and weights specified in Section 305C. The CEO will also seek Board authorization to proceed with negotiations with the Offerors in rank order accordance with Section 306A.

g. **Single Statement of Qualifications** -- If only one Statement of Qualifications is received in response to this RFQ, the Authority may, in its discretion, negotiate a Contract with that single Offeror if its Statement of Qualifications meets the requirements of this RFQ, and may award a Contract to that Offeror if agreement can be reached on final terms and conditions and if the price proposed is found by the Authority to be fair and reasonable.

### **305. EVALUATION FACTORS AND WEIGHTS**

a. **General** -- The Authority will, through its Evaluation Committee, evaluate and rank the acceptable Statements of Qualifications submitted in response to this RFQ on the basis of the factors set forth in Subsection B of this Section.

b. **Scoring** -- Each Statement of Qualifications found "Acceptable" will be evaluated and scored as follows: The Statements of Qualifications will be evaluated and assigned scores based on the factors and the relative weights listed in subsection 3. The score for each factor will be determined by averaging the scores of the evaluators. The total score will be the sum of the average scores for the evaluation factors.

c. **Evaluation Factors**—The Evaluation Committee will utilize the following Evaluation Criteria and Weights in reviewing and ranking each of the Statements of Qualifications received.

#### **i. Corporate Qualifications of the Offeror and Team**

**20**

Experience in providing Engineering Management and Construction Management services on Design-Build projects; experience performing the various work elements on light-rail systems of similar scope and size; experience working with public agencies such as the Authority, Metro and the Cities of Los Angeles, Santa Monica, and Culver City and

Caltrans; strength, stability, depth of resources, experience and technical competence of subcontractors; assessment by client references.

**ii. Qualifications of Key Team Personnel 35**

Qualifications of Project staff, particularly the Director of Engineering and the On-Site Staff identified in Section 8 of Attachment A, Scope of Services. The Statement of Qualifications should identify level of involvement in performing related work cited in the team's "Corporate Qualifications of the Offeror and Team" section; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel; and references from past projects.

**iii. Organization and Staffing 25**

Overall quality and logic of organization and staffing plan; appropriateness of labor distribution among the tasks; resources; and ability to meet project deadlines.

**iv. Project Understanding – General Approach 20**

Depth of Offeror's understanding of Authority's requirements; overall quality and logic of project approach plan; technical and proactive approaches to key services; and utility of suggested technical or procedural innovations.

**306. POST SELECTION NEGOTIATIONS**

**a.** Negotiations with Most Qualified Firm -- Following the evaluation process, determination of the most qualified Offerors and authorization by the Board, the CEO and/or his or her representatives will negotiate with the most qualified firm to establish compensation rates/prices for the Work that are fair and reasonable to the Authority, to establish realistic delivery dates, and to establish final Terms and Conditions for the Contract. In making a determination regarding the fairness and reasonableness of the price, the CEO shall take into account the findings of the pre-award audit and the complexity of the scope.

**b.** Should the Authority be unable to negotiate a satisfactory business agreement with the highest ranked Offeror, it retains the right to terminate negotiations and open negotiations with the next highest ranked firm.

**c.** The Authority reserves the right to request changes to the staffing or scope of services contained in any of the Statements of Qualifications during negotiations.

**307. AWARD AND CONTRACT EXECUTION**

Promptly following award, the Authority will deliver execution copies of the Contract Agreement to the selected Offeror. The selected Offeror shall execute and deliver all such execution copies to the Authority within seven (7) days of receipt, together with evidence of insurance and any other documents required to be provided at Contract execution, as stated in the Terms and Conditions.

**308. NOTIFICATION OF AWARD AND DEBRIEFING**

Each Offeror that submits a Statement of Qualifications in response to this RFQ shall be notified in writing regarding the Offeror that was awarded the Contract. Such notification shall be made within seven (7) working days after the Contract award is made. Offerors that are not awarded the Contract may obtain an explanation and/or response concerning the strengths and weaknesses of their Statement of Qualifications. Any such Offeror wishing to be debriefed, must request the debriefing in writing, and the Authority must receive the request by U.S. mail or fax within three (3) working days of their notification of the Contract award to another firm or team.

## **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 RFQ, 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 terms "bid" or "proposal" include any Offer or Statement of Qualifications submitted by an offeror in response to this RFQ.
- b.** The term "Contract" means that document to be entered into between the Authority and the successful bidder(s) and offeror(s).
- 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 Offeror, and for purposes of a protest submitted on or after the proposal due date shall mean a party that has timely submitted a bid in response to this RFQ.
- e.** The term "solicitation" means the RFQ.

### **404. GROUNDS FOR PROTEST**

- b.** Any interested party may file a bid protest with the Authority on the grounds that:
- c.** The Authority has failed to comply with applicable Federal or State Law;
- d.** The Authority has failed to comply with its procurement policy manual;
- e.** 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
- f.** The Authority has issued restrictive or discriminatory specifications.

## 405. CONTENTS OF PROTEST

- a. A bid protest must be filed in writing and must include:
- b. The name and address of the protestor.
- c. The name and number of the procurement solicitation.
- d. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State Law, the provisions of the Authority procurement procedures, or specific term of the solicitation alleged to have been violated.
- e. Any relevant supporting documentation the protesting party desires the Authority to consider in making its decision.
- f. The desired relief, action, or ruling sought by the protestor.
- g. Protests must be filed with:

Procurement Manager  
C/O Exposition Metro Line Construction Authority Board Secretary  
707 Wilshire Boulevard  
34<sup>th</sup> Floor  
Los Angeles, CA 90012
- h. 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 Standard or Daylight Time.
- i. 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.

### a. 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:

- 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 deadline for submittal of bids, as appropriate, 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 by the Authority, or improprieties involving the approval, or award, or proposed approval, 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.

## **b. 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 bidders or Offerors for the procurement involved in the protest, as appropriate, and permit such bidders or offerors 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.

## **c. EFFECTS OF PROTEST ON PROCUREMENT ACTIONS**

- a.** Upon receipt of a timely protest regarding evaluation of bid, or the approval, or award of a Contract, the Authority will suspend Contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or Offeror 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:
  - c.** Where the item to be procured is urgently required;
  - d.** Where the Authority determines, in writing, that the protest is vexatious or frivolous;
  - e.** 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,
  - f.** Where the Authority determines that proceeding with the procurement is otherwise in the public interest.

## **d. 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.

#### **e. 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 resolicitation, revised evaluation of bids or Statements of Qualifications at 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.

#### **f. JUDICIAL APPEALS**

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