

EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

REQUEST FOR PROPOSALS (RFP) No. XP8901-847

CLAIM SUPPORT SERVICES

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	January 6, 2012
Pre-Proposal Meeting: 2:00 p.m. @ Expo Headquarters Building	January 20, 2012
Requests for addenda and clarifications due	January 27, 2012
Authority deadline for issuance of clarifications and/or addenda	February 3, 2012
Proposal due date	February 10, 2012
Consultant Interviews	February 17, 2012 (TBD)
Recommendation for Contract Award (Authority Board)	March 1, 2012

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ATTACHMENTS

- Attachment A – Scope of Work (SOW)
- Attachment B – Draft Contract with Terms and Conditions
- Attachment C – Certification Forms

PART I - BACKGROUND INFORMATION

101. INTRODUCTION

This Request for Proposals is issued by the Exposition Metro Line Construction Authority (Authority or Expo) to seek proposals from interested parties to provide Claim Support Services for the Exposition Metro Line Construction Authority.

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. The contract was awarded to FCI/Flour/Parsons, A Joint Venture. Phase 1 was originally scheduled for completion in 2010; however, as of January 6, 2012 the Contractor has not yet achieved substantial completion of the Project. Since that time, additional contracts were awarded on a traditional design-bid-build basis for individual pieces of work. A contract was awarded to Balfour Beatty Infrastructure to construct the Culver City Aerial Station and Structure. A second contract was awarded to Balfour Beatty Infrastructure/Balfour Beatty Rail, a Joint Venture to construct the Culver City Station Plaza and parking lots as well as the Farmdale Station. The Authority requires the services of a qualified firm to provide Construction and Engineering Claim Support Services associated with Phase 1.

A design-build contract was awarded to Skanska-Rados, a Joint Venture in March 2011 for Phase 2. In addition a design-build contract was awarded to Balfour Beatty Infrastructure for the Venice Boulevard Underpass project. Separate construction contracts are planned for the Phase 2 Bike Path and the Phase 2 Operations and Maintenance Facility. An option will be included in any resultant contract that may be exercised at the Authority's sole discretion for Claims Support Services for Phase 2.

102. DEFINITIONS

As used in this Request for Proposals –

1. **Agreement or Contract.** The terms “Agreement” and “Contract” mean the Agreement for Claim Support Services to be entered into by the Authority and the Consultant.
2. **Authority or Expo.** The term “Authority” or “Expo” means the Exposition Metro Line Construction Authority.
3. **Consultant.** The term “Consultant” means the entity that is selected by the Authority pursuant to this RFP and that is awarded the contract to provide Claim Support services for the Authority and the Project.
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. **Days.** The term “days” means calendar days, unless otherwise specified.

6. **Dispute.** The term “dispute” shall mean 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.

7. **Dispute Review Board “DRB”.** The term “Dispute Review Board” refers to a three member panel established to assist in the resolution of disputes arising out of the conduct of the Work associated with the design and construction of the Exposition project.

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

9. **Key Personnel.** The term “Key Personnel” means the Proposers Project Manager, Lead Claim Consultant, and Forensic Cost Engineer.

10. **Expo Project Manager.** The Expo staff member responsible for the implantation and management of the work performed under the contract that may result from this RFP.

11. **Proposer.** The term “Proposer” means any person submitting a proposal in response to this RFP.

12. **Prospective Proposer.** The term “Prospective Proposer” refers to any person who takes one or more of the following actions: (A) receives the RFP by electronic or direct mail; (B) attends the pre-proposal conference; or (C) registers with the Authority as a Prospective Proposer. This term is intended to cover firms that would propose as the prime consultant and does not include subcontractors.

13. **RFP.** The term “RFP” means this Request for Proposals No. XP8901-847.

103. **ISSUING AGENCY**

The public agency issuing this RFP is the Exposition Metro Line Construction Authority (“Authority” or “Expo”). The Authority was created pursuant to California State law, and is responsible for the design and construction of a Light Rail Transit line between downtown Los Angeles and Culver City under Phase 1, and to Santa Monica under Phase 2.

104. **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
2. Scope of Work -- Attachment A
3. Draft Contract -- Attachment B
4. Certification Forms--Attachment C

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 Article I of the Draft Contract, Attachment B hereto.

105. PROJECT DESCRIPTION

The Exposition Metro Line Construction Authority is inviting qualified consultants or teams of consultants to provide: 1) Claim Analysis Services; 2) DRB Presentation; 3) Arbitration or Mediation Services; and 4) Construction and Engineering Claims Support Services; in accordance with local, state and federal laws, standards and guidelines. The contract will be awarded on a best value basis that will include the evaluation of the firm and proposed staff's demonstrated competence and qualifications and other factors including price, based upon the evaluation criteria set forth under Section 305.

106. CONSULTANT SCOPE OF WORK

The Consultant shall provide professional construction and engineering claim support services and technical forensic claims assistance on an “as needed” basis to support the EXPOSITION METRO LINE CONSTRUCTION AUTHORITY as set forth in Attachment A hereto. The Consultants or teams of Consultants shall satisfy all legal and programmatic requirements associated with construction and engineering claim support services and technical forensic claims assistance, including oversight, filings, reports, DRB presentations and other deliverables in accordance with the respective local, state and federal requirements.

107. BASIS FOR AWARD

Any contract resulting from this RFP will be awarded to the responsive and responsible Proposer earning the highest total evaluation score under the terms of the evaluation criteria set forth under Section 305. The Authority may invite Proposers within the competitive range for interviews 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 a Proposer, and reserves the right to award a contract on the basis of the offers received.

108. CONTRACT TYPE

It is anticipated that the Contract resulting from this RFP, if awarded, will be a fixed unit rate (i.e., labor hour) contract with a not-to-exceed amount. The Draft Contract is set forth in Attachment B.

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	January 6, 2012
Pre-Proposal Meeting: 2:00 p.m. @ Expo Headquarters Building	January 20, 2012
Requests for addenda and clarifications due	January 27, 2012
Authority deadline for issuance of clarifications and/or addenda	February 3, 2012
Proposal due date	February 10, 2012
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Recommendation for Contract Award (Authority Board)	March 1, 2012

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 January 20, 2011, at 2:00 p.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

1. 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. January 27, 2012). **Any requests received after this date, as part of the STATEMENT OF QUALIFICATIONS, or otherwise, shall not be considered.**

a. Examination and Clarification of RFP Documents

Offeror is responsible for reviewing the RFP documents prior to the submittal deadline (February 10, 2012) and for requesting clarification or interpretation of any discrepancy, deficiency, ambiguity or error, or omission contained in the RFP documents. Offeror shall notify the Authority in writing, in accordance with Section 203.1d 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.

b. Exceptions to or Recommendations for Change of the RFP

Any questions or request for exceptions to, or deviations from, the requirements of this RFP must be submitted in writing in accordance with Section 203.1d

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 should familiarize themselves with the model Agreement (attached to the RFP as Attachment C) and all of the Exhibits attached thereto. Authority intends to use the attached model Agreement as the Contract resulting from this RFP. 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 203.1d 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 January 27, 2012. Requests for clarifications, exceptions, deviations or changes, and/or questions and comments must be clearly labeled, "Written Questions". The Authority 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. 34th Floor, Los Angeles, CA 90017. Written requests and questions must be received by 2:00 p.m. January 27, 2012.

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 February 3, 2012. Offerors may download responses from the Authority's website at www.buildexpo.org and select the "Opportunities" tab, or go to 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.

2. Exchange of Information -- The Authority reserves the right to conduct 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.

3. **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 Proposers. Any clarification, amendment, or other change or addition to the RFP must be provided to 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 (**PRL Form**) 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 Terms and Conditions and other Contract Documents, except as otherwise specified by an Exception stated in the **PRL Form**. Any and all parts of the submitted proposal may become part of the subsequent Contract between the selected Consultant 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 delineation of the Proposer's 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 and 208 of this RFP. Each proposal shall be signed in ink by a duly authorized officer of the Proposer.

205. **FORMAT AND STRUCTURE OF THE PROPOSAL**

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

- **Package A. Proposer Background, Forms, and Certifications** -- The Proposer Background Submittal provides basic legal, financial, and background information about the Proposer.
- **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.
- **Package C. Cost** -- Consultant will complete the Form 60 including hours, rates, overhead and proposed profit. The rates shown on the Form 60 will be firm for the first six months of any resulting contract.

206. SUBMITTAL OF PROPOSALS

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

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

B. **Due Date** -- Proposals must be received by the Authority no later than 2:00 p.m., Pacific Time, on February 10, 2011. Proposals will be received at the offices of the Authority at the above address and will be time-stamped upon receipt. Proposals time stamped 2:01 p.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. XP8901-847" 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.

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

Each Proposer shall submit Package A that includes each of the materials set forth below. The forms and certifications referenced are set forth in Part V of this RFP.

Tab A-1 Proposal Letter.

Each Proposer shall submit a proposal letter using Form PRL. The proposal letter shall identify the Proposer and each of its Joint Venture members, general partners, and/or Major Subcontractors. Further, each Proposer shall identify any Exceptions taken to this RFP or the Terms and Conditions, in accordance with Section 216.

Tab A-2 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-3 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 Major Subcontractors.

Tab A-4 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 Major Subcontractor(s).

Tab A-5 Certification of Restrictions on Lobbying.

Proposers must sign and submit the Certification of Restrictions on Lobbying.

208. PACKAGE B -- QUALIFICATIONS/TECHNICAL PROPOSAL

Each Proposer shall submit a Qualifications/Technical Proposal which explains the qualifications of the Proposer to perform the 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 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(s) and/or Major Subcontractors, including types of services offered; the year founded; form of organization (corporation, partnership, sole proprietorship); and a brief description of similar projects on which the Proposer and its team members, have performed services within the past five (5) years. For each of the projects cited, indicate when it was completed and the status of its implementation.
2. Describe the Proposer's relevant experience in providing engineering support, claim support/analysis and DRB presentations for public entities or major construction projects.
3. Provide references from each of the projects cited in paragraph (1). Furnish the name, title, 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.

Tab B-2 Organization, Staffing, and Credentials.

1. Identify the prime contractor and major subcontractors and all other team members, and the specific areas of responsibility of each identified firm. Describe any experience of these team members in working together.
2. Identify the proposed Project Manager and Key Personnel proposed to perform the Work identified in the Scope of Work tasks, and include major areas of subcontracted work, if any. A list and description of similar projects completed by key staff, preferably as employees of the proposing firm(s). Include references, which can be contacted for projects that the firm has been responsible for within the last five (5) years.

3. Provide education, experience, and professional credentials (including brief resumes of no more than two (2) pages each) of the Project Manager, Key Personnel, and Project staff with responsibility for significant task elements of the Scope of Work. Specifically indicate the year in which individuals worked on projects cited in their qualifications or resumes.
4. Include a project organization chart, which clearly delineates communication and reporting relationships between the Consultant Project Manager, Key Personnel, and other Project staff, including subcontractors.
5. Include a statement that the proposed Consultant 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.

Tab B-3 Approach to the Work.

1. Provide a narrative addressing the Proposers management and technical approach to claim resolution including DRB presentations and arbitration/mediation, including its approach for completing the tasks in Scope of Work in the most cost effective manner, and demonstrating the Proposer’s understanding of the needs and requirements of the Authority in this RFP.
2. The approach (or work plan) must respond to the stated RFP objectives and expectations. Discussion of the approach to be used to satisfy the requirements of the Scope of Work (i.e. how will the Proposer manage data collection/analysis and reporting.) The work plan should include a tentative list and schedule of meetings proposed, data gathered and deliverables developed by the Proposer. Proposers are encouraged to develop conceptual flow charts showing how tasks would communicate with each other.
3. Identify the Proposer’s current workload and indicate the Proposer’s capability to accomplish current projects and this Project with its current work force.
4. Provide an explanation of how Project coordination will be undertaken, including how the Proposer will manage its subcontractors (if applicable).

209. Package C. Cost

Cost will complete Form 60 showing estimated hours for each category of staff proposed and the hourly rates, overhead rate, direct costs and proposed profit. Documentation supporting the hourly rates shown on the Form 60 will be provided with the proposal.

210. DESIGNATED CONTACTS AND COMMUNICATIONS

A. Contact -- The designated Authority representative for all questions relating to this Request for Proposals is Cheryl Johns, Senior Procurement Manager, 213-243-5504, cjohns@exporail.net, or 707 Wilshire Blvd. 34th Floor, Los Angeles, CA 90017.

B. Communications -- Communications in connection with this RFP 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 RFP Number. Telephone calls or facsimile messages may be used to expedite communications, but shall not be official communications unless confirmed in writing.

211. RFP WITHDRAWAL

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.

212. 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.

213. ACCEPTANCE OF PROPOSALS

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

214. CONFIDENTIALITY

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

215. 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

216. EXCEPTIONS TO PROPOSAL

Proposers must identify, during the Addendum and Clarifications period (see Paragraph 203) any exceptions to the provisions of this RFP, and draft Contract including the Terms and Conditions in Attachment B. 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.

217. 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.

218. 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 subagreements 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.

219. 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.

220. 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.

221. COLLUSION CLAUSE

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

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.

222. INCONSISTENCIES IN CONDITIONS

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

223. 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.

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. **Compliance Determination** -- The Evaluation Committee will first review and evaluate Part 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 Part A. Evaluation will be on a pass/fail basis. Proposals that are non-responsive to the RFP, or that otherwise do not provide the required information, will be considered non-compliant. Non-compliant Proposals will not be subject to further review, evaluation, or scoring by the Authority. Proposers will be notified in writing if their Proposals are found non-compliant.

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 non-compliant, 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 Proposer earning the highest total evaluation score under the criteria in Section 305, based on the evaluation of the initial proposals as submitted, without interviews or discussions.

C. **Interviews and Discussion** -- Interviews and discussions may, in the discretion of the Authority, be held by the Contracting Officer and members of the Evaluation Committee

with all Proposers determined to have submitted acceptable proposals. 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.

F. **Single Proposal** -- If only one proposal is received in response to this RFP, the Authority may, in its discretion, negotiate a Contract with that single proposer if its proposal meets the requirements of this RFP, and may award a Contract to that proposer 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 score the acceptable proposals submitted in response to this RFP on the basis of the factors set forth in Subsection B of this Section.

B. **Scoring** -- Any proposals resulting from this RFP will be evaluated by the Evaluation Committee in accordance with the stated criteria and associated weights. Proposals may be reevaluated for all criteria and subcriteria after the establishment of a competitive range by the Committee, and the completion of the presentation/interview portion of the evaluation.

C. EVALUATION FACTORS

1. Experience & Qualifications 30%

- Evaluation of past performance by the firm in providing comparable services.
- Evaluation of relevant experience in providing Construction and Engineering Claim Services.
 - Experience and success rate with DRB Presentations and arbitration or mediations conducted by proposed staff
 - Role(s) played by proposed staff in preparing successful DRB Presentations, mediations and arbitrations
- Evaluation of the experience of the proposed staff and a review of resumes.
- Reference checks from previous clients.

2. Approach to the Work 25%

- Proposer's plan to perform the required work elements;
- Identify any unique practices/methods proposed to perform this work;
- The proposal should demonstrate the Proposer's understanding of the required work;
- Does the overall proposal meet the requirements as detailed in the SOW;
- Do all the individual work elements tie together to support the overall proposal;
- Does the proposal make sound business sense; and
- Is the proposal formulated in a coherent and professional manner.

3. Resource and Staff Allocation. 20%

- Is the allocation sufficient to meet the proposed work plan and schedule;
- Is the allocation proper, in both hours and level of staffing, to meet the proposed work plan and schedule; and
- Review of work assignments and relevant experience per assignment.

4. Project Management. 15%

- The assignment and role of the Project Manager;
- The proposed method of tracking and managing deliverables;
- Subcontractor Management (if sub-consultants are proposed)

5. Cost 10%

The Committee will evaluate the proposed hourly rates, overhead rates and profit shown on the Form 60.

6. Presentation and Interview

Only firms included in the competitive range by the Evaluation Committee, based on the evaluation score, shall be invited to make a brief presentation to the Committee. The format of the interview will be provided at a later date to those firms invited to be interviewed. The results of the presentation and interview may be used by Committee members to re-evaluate the overall proposal and determine a final rating for each proposal.

306. POST SELECTION NEGOTIATIONS

A. Negotiations -- Following the evaluation process and the Authority may negotiate with the firms included in the competitive range.

B. Recommendation for Award -- After negotiations are complete, the CEO shall make a recommendation for Contract Award to the Governing Body.

307. AWARD AND CONTRACT EXECUTION

Promptly following Board authorization of contract award, the Authority will deliver execution copies of the Contract Agreement to the selected Proposer. The selected Proposer 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 Proposer that submits a Proposal in response to this RFP shall be notified in writing regarding the Proposer that was 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 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 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 Federal or State 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 Federal or State 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:

Cheryl Johns
c/o Exposition Metro Line Construction Authority
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 Standard or Daylight 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:

- 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 proposals, 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 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 bidders or proposers 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.

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 issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or 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 resolicitation, 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. FEDERAL TRANSIT ADMINISTRATION APPEALS

A. A protestor adversely affected by a bid protest decision of the Authority may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1, as currently in effect as of the date of the Authority's decision on the bid protest.

B. Under the provision of the FTA Circular, FTA will only review protests regarding the alleged failure of the Authority to have written protest procedures or the alleged failure to have followed such protest procedures or the alleged failure to review a complaint or protest.

C. In accordance with the FTA Circular, such protest must be filed no later than 5 days after the protestor knew or should have known of the Authority's alleged failure listed above.

D. Under the following conditions, the Authority may proceed with the procurement in spite of a pending protest to the FTA:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the Authority or the Federal Government.

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.

