




EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

6.c

DATE: SEPTEMBER 1, 2005

TO: BOARD OF DIRECTORS

FROM: RICHARD D. THORPE 
INTERIM CHIEF EXECUTIVE OFFICER

ACTION: NEGOTIATED DESIGN-BUILD REQUEST FOR PROPOSALS
(RFP)

RECOMMENDATION

1. Approve the use of Negotiated Design-Build to design and construct the Exposition Light Rail Project; and
2. Authorize the Interim Chief Executive Officer to issue Negotiated Design-Build Request For Proposals (RFP).

SUMMARY

In July 2005, an alternative contracting approach involving a negotiated Design-Build procurement was presented to the Board as the proposed contracting method for final design and construction for the Exposition LRT Project. This proposed project delivery process will engage a Design-Build contractor early in project development enabling the production of cost-efficient engineering designs and reducing the need for a significant contingency in the lump sum price for construction work. A *best value selection* method, described in the Request for Proposals (RFP), is proposed to be the basis for contract award. "Best Value" is a selection process in which proposals contain both price and qualitative components with award based upon a combination of price and qualitative considerations. The solicitation process should commence this month in order to have a Design-Build contractor ready to proceed upon receipt of environmental approvals.

DISCUSSION

In conventional "design-build" contracting, an owner enters into a lump sum fixed price contract with a single firm (which may be a joint venture) that is responsible for carrying out both final design and construction of the Project upon completion of Preliminary Engineering. Due to the

price being established before significant design is completed and before sufficient knowledge of risk areas and uncertainties are identified, the initial price bid may be unnecessarily high due to the bidders need to cover unknowns and contingencies. After considerable analysis and review, an innovative Design-Build contract has been developed that will permit the Authority and design-builder to work in a non-confrontational environment (team approach) to develop various design alternatives and associated costs early, thereby enabling greater control over scope and overall cost of the project prior to negotiating a final price and authorizing construction to proceed. This Negotiated Design-Build project delivery approach will avoid the use of bid contingencies, reduce contract changes for design errors and omissions and enable the contractor to optimize the interface of design and construction performance resulting in schedule savings. In addition, greater flexibility in design input will ensure that the expectations of community, stakeholders and owner requirements are adequately addressed. Leverage resulting from the fact that the contractor is not guaranteed the construction work is expected to result in an accurate and competitive price.

Development of RFP

This “Negotiated Design-Build” procurement approach has been developed after considerable analysis and review. Included in this development process was a Peer Review Panel of LACMTA’s initial Contracting and Procurement Plan. The Peer Review Panel consisted of Construction and Capital Projects directors and officials from four different public transit agencies that have had recent experience in developing similar contracting approaches: Tri-Met in Portland, Oregon; Sound Transit in Seattle, Washington, the New York MTA; and the Regional Transportation Commission of Southern Nevada.

On February 14, 2005, the LACMTA invited the top “100 Design-Build” firms as listed by Engineering News Record, to participate in an Industry Review of the proposed Negotiated Design-Build procurement approach. The purpose of this Industry Review was to solicit comments on the package’s adequacy for a Negotiated Design-Build delivery system and to ascertain those areas/items that were unclear or deemed onerous by potential bidders. Following this initial meeting, solicitations for Letters of Interest were sent to the attendees and advertised in appropriate publications to identify qualified firms and teams interested in bidding on the proposed contract. One-on-one industry review meetings were held with qualified firms responding to the Letter of Interest from May 31, 2005 through June 3, 2005 and from June 27, 2005 through July 5, 2005.

Subsequently, the Authority staff, legal consultant and design-build consultant incorporated detailed comments and suggestions from the Industry Review meetings, not only into the RFP document, but also into the draft procurement documents.

A key unique feature integral to this approach is the use of allowances. A design budget, a professional services budget and a construction budget will be established, and will be set as the initial allowances for the work to be performed. The Design Allowance will be established in the Contract and costs for design services will be reimbursable up to this amount. The Professional Services Allowance will be established in the contract and costs for professional services (Project

Management and Construction Management) will be reimbursable up to this amount. The Construction Cost Allowance established in the contract will be used as a target during the development of the design. This type of contract places upon the contractor full responsibility for completing the work within the Project budget and not to exceed a fixed overhead and profit. Therefore, it also provides maximum incentive for the contractor to control costs and perform effectively while only imposing minimum administrative burden upon the Authority. Finally, a significant incentive (sharing of cost savings) is included for delivering the project under budget and ahead of schedule.

“Best Value” Selection Process

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. The RFP stipulates a “Best Value” selection process including the evaluation factors and the methodology for scoring of proposals. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The final selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the procuring agency. The lowest price proposal may not offer the owner the greatest value based on the evaluation criteria established in the RFP. Therefore under “Best Value,” the recommended proposer may not be the one with the overall lowest price.

Qualified proposers will be invited to submit technical proposals/qualifications statements and separate price proposals. The Authority will first review and evaluate the Proposer’s submittal to determine whether the Proposer has met the Requirements of the RFP. Next the Authority will evaluate and score the technical proposals on the basis of the evaluation criteria and scoring methodology set forth in the RFP.

After the evaluation of the technical proposals is complete, the total price proposals (consisting of the Design Overhead and Fee; Professional Services Overhead and Fee; and Construction Overhead and Fee) will be assigned scores.

The total “Best Value” score will be the weighted sum of the technical score (approximately 70 percent) and the price score (approximately 30 percent).

Contract Award will be made to the top ranked Design-Build team whose proposal offers the “Best Value” to the owner on the basis of technical expertise, indirect costs and the other specific evaluation factors set forth in the RFP. The award will not consider evaluation factors other than those clearly stipulated in the RFP.

ATTACHMENT

Draft Request for Proposals – Design-Build

Draft

08/23/05

**DRAFT
REQUEST FOR
PROPOSALS
[Number]**

DESIGN AND CONSTRUCTION

**MID-CITY/EXPOSITION
CORRIDOR LIGHT RAIL
TRANSIT PROJECT**

September 12, 2005

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PART I - BACKGROUND INFORMATION

101. INTRODUCTION

This Request for Proposals is issued by the Exposition Metro Line Construction Authority (Authority) to seek proposals from interested parties to design and construct the Mid-City/Exposition Corridor Light Rail Transit Project (Project).

102. DEFINITIONS

As used in this Request for Proposals –

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

2. **Best Value.** The term “Best Value” means a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations, with selection of the offer or proposal deemed to be the most advantageous and of the greatest value to the procuring agency.

3. **Construction Allowance.** The term “Construction Allowance” means the budget established by the Authority for the Construction Work, as set forth in Section 109(c) of this RFP.

4. **Contract.** The term “Contract” or “Design-Build Contract” means the negotiated Design-Build Contract to be entered into by the Authority and the Contractor.

5. **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.

6. **Contracting Plan.** The term “Contracting Plan” means the plan developed by the Proposer which identifies the elements or portions of the Work to be self performed and the

elements or portions of the Work to be performed by third parties pursuant to a competitive low bid or best value procurement.

7. **Contractor.** The term “Contractor” means the firm, company, corporation, partnership, or association that is selected by the Authority pursuant to this RFP and that is awarded the Contract to design and construct the Project.

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

9. **Design Allowance.** The term ”Design Allowance” means the budget established by the Authority for completing the Design Scope of Work, as set forth in Section 109(a) of this RFP.

10. **Federal Transit Administration (FTA).** The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

11. **Final Revised Proposal.** The term “Final Revised Proposal” or “FRP” means the final proposal submitted by a Proposer in response to the RFP, which normally follows the establishment of a Competitive Range and the completion of the interview and discussion process, and which, to the extent provided therein, supercedes and replaces elements of the Proposer’s initial proposal.

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

13. **Interested Party.** The term “interested party” means any person (A) who is an actual or prospective proposer in this procurement; and (B) whose direct economic interest would be affected by the award of the Contract or by a failure to award the Contract.

14. **Joint Venture.** The term “Joint Venture” means an association of two or more firms, organized or established to carry out a single purpose or project, with each of the firms having a specific responsibility for a defined portion of the Work.

15. **Key Personnel.** The term “Key Personnel” means the Contractor’s Project Manager, Design Manager, Construction Manager, Project Scheduler, and QA/QC Manager or equivalent positions.

16. **Lump Sum Fixed Price.** The term “Lump Sum Fixed Price” or “LSFP” means the sum of (A) the construction price or prices negotiated by the Authority and the Contractor; and (B) the Construction Fee.

17. **Major Subcontractor.** The term “Major Subcontractor” means any subcontractor performing more than __% of the Design Work or the Construction Work.

18. **Metro.** The term “Metro” means the Los Angeles County Metropolitan Transportation Authority.

19. **Professional Services Allowance.** The term “Professional Services Allowance” means the budget established by the Authority for the Professional Services portion of the Work, as set forth in Section 109(b) of this RFP.

20. **Project.** The term “Project” or “Exposition Project” means the Exposition Mid-City Light Rail Transit Project.

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

22. **Prospective Proposer.** The term “Prospective Proposer” refers to any person who takes one or more of the following actions: (A) receives the RFP by direct mail; (B) attends the pre-proposal conference and registers as an attendee; or (C) registers with the Authority as a Prospective Proposer.

23. **RFP.** The term “RFP” means this Request for Proposals.

24. **Work.** The term “Work” means all of the design, construction, and project management tasks set forth in the Scope of Design Services and the Scope of Construction Services.

103. ISSUING AGENCY

The public agency issuing this RFP is the Exposition Metro Line Construction Authority. The Authority was created pursuant to California State law, and has the authority and responsibility for the design and construction of a light rail transit line between downtown Los Angeles and downtown Santa Monica. The Authority has a governing board of seven voting members: two appointed by the City Councils of the Cities of Santa Monica and Culver City; two appointed by the City Council of the City of Los Angeles; two appointed by the Los Angeles County Board of Supervisors; and one appointed by Metro. The Chief Executive Officer of Metro serves as an ex officio member.

The Authority intends to enter into the Contract with the successful Proposer under this RFP and will oversee the design and construction of the Project. Metro will assume responsibility for operations and maintenance of the Expo LRT Project after completion of construction.

104. RFP DOCUMENTS

The RFP package includes the following documents:

- Request for Proposals/Instructions to Proposers
- General Provisions
- Federal Contract Clauses
- Disadvantaged Business Enterprise Program
- Scope of Work and General Requirements
- Technical Specifications
- Performance Specifications
- Preliminary Engineering Drawings
- Metro LRT Design Criteria Manual
- Third Party Agreements
- Environmental Requirements

- **Baseline and Informational Documents**

Each Proposer is responsible for examining all of these documents and fully informing itself of all relevant aspects of the Project. In the implementation of this RFP and the Contract awarded pursuant to this RFP, the “Contract Documents” will consist of Documents I through V above, and will also include the successful Proposer’s initial Proposal and its Final Revised Proposal (if any). The order of precedence of the Contract Documents is set forth in Section 1.2 of the Contract General Provisions.

105. OBJECTIVES OF RFP

The objectives of this RFP are to set forth the requirements governing preparation, submission, and contents of proposals, submitted by Proposers seeking to be awarded the Contract, and to describe the process and factors under which proposals will be evaluated to determine which Proposer can provide the best value to the Authority in delivering the Project, with quality, price and other factors specified in this RFP considered.

This RFP provides: (1) specific instructions, guidelines and requirements for developing and submitting Proposals (Instructions to Proposers); (2) the forms, certifications, and other documents which must be completed and submitted by Proposers in response to this RFP; and (3) information to Proposers regarding the Authority’s plans for Proposal evaluation, Contractor selection, and Contract award, including a description of the evaluation process and an identification of the evaluation factors and their respective weights.

106. PROJECT DESCRIPTION

Overview and Alignment – The Exposition Project to be designed and constructed by the selected Proposer is a light rail transit (LRT) line approximately 9.6 miles long, extending from Downtown Los Angeles to Exposition Park and then to Venice/Washington Boulevards in Culver City. The Project will have 10 or 11 stations consisting of 2 or 3 existing stations and 7 or 8 new stations. At least 2 of the 7 or 8 new stations will be aerial stations.

The Project will operate in a dual track configuration in the center or curb lanes of selected streets and the Exposition Right-of-Way (ROW), with high platform stations (similar to those in use on the Metro Blue Line). Along Exposition Park, the design concept of the Exposition Transit Parkway will maintain a visual continuity of the horizontal plans of Exposition Park and Exposition Boulevard, utilizing street running operations so that the LRT is similar to a streetcar or tram within a wide landscaped median. The ROW will be widened to accommodate dual track LRT operations and a wide landscaped median for the Exposition Transit Parkway. Exposition Boulevard will have two vehicular travel lanes in the east and west directions.

Stations – Ten or eleven stations for up to three-car train capacity (300-foot platforms) will be provided along the LRT route. The Project’s LRT system will be designed to allow for one, two, or three-car trains in accordance with variations in demand over time. Stations will have either center platforms or side platforms. Two or three of the stations, depending on the final alignment selected, for the proposed LRT project would be shared with the existing Long Beach Blue Line; these stations are located at Metro Center (7th and Flower), Pico and Flower, and Washington and Grand. If adopted, the Flower Street alignment will have new stations at 23rd Street and Jefferson Boulevard and the alternative Hill Street alignment will have a new station at 21st Street. The remaining 7 stations will all be on the Exposition ROW and will be located at Figueroa Street, Vermont Avenue, Western Avenue, Crenshaw Boulevard, La Brea Avenue, La Cienega Boulevard, and Venice/Robertson Boulevards. Two of the new stations will be constructed as part of bridge structures spanning La Brea Avenue and La Cienega Boulevard. All other new stations will be at-grade. Station amenities will include a canopy, lighting, paving, maps and schedules, kiosks, landscaping, and public art.

Systems – Systems for the Project will include the following: (1) low profile overhead catenary system; (2) train control and signals; (3) traffic signals and crossing protection; (4) traction power supply and distribution; (5) communications; and (6) fare collection system and central control.

Vehicles, Yards and Shops – The Project will use articulated light rail vehicles with standard dimensions, measuring 90 feet long, 8.6 feet wide, and approximately 12 to 15 feet in height. The initial LRT fleet is projected to be 16 vehicles. The Project will utilize a low profile catenary system (overhead wires) as a source of power. The LRT maximum speed will be 55 miles per hour, with an average speed of 25 miles per hour, including stops and delay in street-running sections. It will take approximately 25 minutes to run the length of the line. An overnight storage and light maintenance facility site just south and adjacent to the Division 11 Operations and Maintenance Facility will be built as part of the Project, but heavy maintenance will be performed at the existing Metro Division 11 Yard in Carson, California.

Bikepath – The Project includes the design and construction of a proposed bikeway, running parallel to the route alignment of the LRT. This will include a Class 1 bikeway within the western portion of the alignment. Eastbound and westbound Class 2 bike lanes (striped lanes reserved for bicycles within the paved areas of roadways) five feet in width are planned for the north and south sides of Exposition Boulevard between Vermont Avenue and La Brea Avenue. A Class 3 bike route will extend from Exposition Boulevard at Figueroa Street in Olympic Boulevard toward downtown.

Final Design Specifications and Drawings – The Contractor will be responsible for the development of final design specifications and drawings, including Issued for Construction documents. The documents will require an appropriate State of California stamp and seal. The Contractor will be required to strictly adhere to Metro’s Design Criteria Manual.

107. CONTRACTOR SCOPE OF WORK

The Contractor will be responsible for performing all Design and Construction and for delivery of the completed Project, in compliance with the Contract Documents, by the Substantial Completion Date set forth in Section 23.2.1 of the General Provisions. The Scope of Design Services and the Scope of Construction Services are set forth in the Contract Documents General Provisions, Scope of Work and General Requirements.

108. DESCRIPTION OF CONTRACTING METHODOLOGY

The contracting and procurement approach for the design and construction of the Exposition Project can best be described as a “negotiated design-build” procurement based on a “Best Value” selection. Under this approach, the Authority is (1) initiating a design-build contract through a competitive selection early enough in the project development phase so that the Contractor can produce a cost efficient engineering design; and (2) deferring the development and negotiation of the firm fixed construction price to a later point in the process, when design has been substantially completed and sufficient pre-construction work has been performed to reduce risks and uncertainty.

The most notable distinction between a traditional design-build and the approach being implemented by the Authority for the Project is that the final construction price will be negotiated after Contract Award and following the substantial completion of Design or of specific Design packages. Either upon substantial completion of Design, or at completion of specific Design packages, the Authority and the Contractor will enter into negotiations to establish a Lump Sum Fixed Price for construction. Since it is likely (but not required) that work will proceed in Design packages, the LSFP negotiations will probably consist of a series of negotiations to establish the construction price for each package. The sum of the negotiated prices for these packages, plus the Construction Fee, will be the LSFP for the Construction Work. It should be noted, as specified in the General Provisions of the Contract Documents, that the Authority reserves the right to separately procure any package of the Work on which the parties are unable to agree upon a LSFP.

Another key unique feature integral to the Authority’s approach is the use of “allowances”. A Design budget, a Professional Services budget, and a Construction budget have been established by the Authority, and serve as the “allowances” for the work to be performed. These allowances were developed by a cost estimation process that included development of independent estimates [and verification by construction experts]. The Design and Professional Services Allowances serve as the “cap” on the amount the Authority will reimburse for those services. The Construction Allowance will be superceded by the negotiated LSFP. The Design Allowance,

Professional Services Allowance, and Construction Allowance amounts are set forth in Section 109.

109. DESIGN AND CONSTRUCTION ALLOWANCES

A. **Design Allowance** – The Authority has established a Design Allowance for the Project in the amount of \$ **TBD**. This Allowance, plus the Design Fee proposed by the Contractor, will serve as the total amount the Authority intends to pay for the completion of all Design Work. The Authority will not reimburse the Contractor for any design costs in excess of the Design Allowance, except pursuant to Authority- Directed Change. The Design Allowance and Design Fee are described in Section 7.3 of the Contract General Provisions.

B. **Professional Services Allowance** – The Authority has established a Professional Services Allowance in the amount of \$ **TBD**. This Allowance, plus the Professional Service Fee proposed by the Contractor, will be the total amount the Authority intends to pay for professional Services throughout the Project. The Contractor will not be reimbursed for Professional Services costs incurred in excess of the Professional Services Allowance. The Professional Services Allowance and Professional Services Fee are described in Section 9 of the Contract General Provisions.

C. **Construction Allowance** – The Authority has established a Construction Allowance for the Project in the amount of \$ **TBD**. As described in Section 108, the Authority and the Contractor will negotiate a price for the Construction Work (or prices for a series of packages of the Construction Work). The total negotiated construction price(s), plus the Construction Fee, will constitute a Lump Sum Fixed Price for Construction, which will replace the Construction Allowance and will be binding on the Contractor. The Construction Allowance and Construction Fee are described in Section 15 of the Contract General Provisions.

110. BASIS FOR AWARD

This procurement is being conducted as a procurement by competitive proposal/request for proposals as described in FTA Circular 4220.1E. The Design-Build Contract will be awarded by

the Authority using a Best Value selection based on the Qualifications/Technical Proposal and the Price Proposal. The elements making up the Qualifications/Technical Proposal are set forth in Section 210 of this RFP. The elements making up the Price Proposal are: (1) the fixed Design Overhead and Fee; (2) the fixed Professional Services Overhead and Fee; and (3) the fixed Construction Overhead and Fee. An explanation of the items to be included in these fees is set forth in Section 211 of this RFP.

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>Date</u>
Issuance of RFP	September 12, 2005
Pre-Proposal Meeting	September 22, 2005
Requests for addenda and clarifications due	October 18, 2005
Authority deadline for issuance of clarifications and/or addenda	November 1, 2005
Proposal due date	November 14, 2005
Recommendation for Award	February 2, 2006
Contract Award	February 6, 2006

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 September 22, 2005, at 10:00 a.m. at MTA Building, One Gateway Plaza, Los Angeles, CA.

203. RFP REVIEW AND MODIFICATION PROCEDURE

A. Requests -- Any request for addenda or amendments to, or clarification or modification of, this RFP must be submitted to the Authority’s Contracting Officer in writing. Any such request must be received by October 18, 2005. All requests must be accompanied by an identification of the Prospective Proposer and a reference to this RFP.

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

C. 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 submitting 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 Contract, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of the subsequent Contract between the selected Contractor and the Authority.

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

C. Format and Content -- Proposals shall provide a straightforward, concise delineation of the Proposer's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the requested format and provide all pertinent information, including but not limited to information relating to price, qualifications, experience, financial resources, management structure and Key Personnel, and other information as specified in Section 207

through 210 of this RFP. Each proposal shall be signed in ink by a duly authorized officer of the Proposer.

D. Price Proposals -- Price Proposals must be submitted on the forms provided by the Authority. All figures must be written in ink or typewritten. Figures written in pencil or containing erasures are not acceptable. However, mistakes may be crossed out and corrections inserted adjacent thereto and initialed in ink by the person signing the proposal.

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:

- Volume I Executive Summary
- Volume II Requirements Submittal -- The Requirements Submittal provides basic legal, financial, and background information about the Proposer and will be reviewed, on a pass-fail basis, to determine if the Proposal is acceptable.
- Volume III Qualifications/Technical Proposal -- The Qualifications/Technical Proposal provides information regarding the Proposer's qualifications, experience, and approach to performing the Work that will be the basis for evaluating and scoring the technical component of acceptable Proposals.
- Volume IV Price Proposal -- The Price Proposal provides the Proposer's overhead and fees for Design, Professional Services, and Construction, and will be the basis for evaluating and scoring the price component of acceptable Proposals.

206. SUBMITTAL OF PROPOSALS

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

Rick Thorpe
Executive Officer, Construction
One Gateway Plaza

Los Angeles, CA 90012

B. Due Date -- Proposals must be received by the Authority no later than 3:00 p.m., Pacific Time, on November 14, 2005. Proposals will be received at the offices of the Authority and time-stamped upon receipt. Proposals time stamped 3:01 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. ____." No responsibility will attach to the Authority, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a Proposal not properly addressed and identified.

D. Specific Requirements -- Proposals shall consist of one unbound original and seven (7) copies, and shall adhere to the following page limitations:

1. Executive Summary – 10 pages (exclusive of photographs and/or renderings).
2. Requirements Submittal – 25 pages, exclusive of certified financial statement.
3. Qualifications Statement and Technical Proposal – 100 pages, inclusive of resumes.

207. VOLUME I - EXECUTIVE SUMMARY

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

The Executive Summary must include a brief, yet comprehensive, summary of pertinent information from each volume of the proposal, specifically:

Proposal Overview Statement. An explanation of the organization and contents of the Proposal.

Requirements Submittal. A summary of the legal structure of the Proposer, agreements among the Proposal team members, the legal commitments to the Authority, evidence of the Proposer's capacity to satisfy the Requirements of this RFP, and the Proposer's commitment to satisfying the DBE requirements.

Qualifications/Technical Proposal.

- A summary of the proposed organizational structure, identifying all Proposal team members or Joint Venture participants, Major Subcontractors, and other key firms, and describing their roles in the Proposal team. Discuss the experience and suitability of proposed Key Personnel, the Professional Services staffing plan, and the management systems proposed to ensure successful and satisfactory completion of the Work.
- A description of the qualifications and experience of the proposal team in performing all aspects of the Scope of Work, including particular experience in design build projects and Construction Management at Risk projects.
- A summary of the Contracting Plan and the approach to Design/Construction packages for the Work.
- A summary of the plan for interface management, including third party interfaces.
- A summary schedule with major milestones and a summary of the construction schedule.
- A brief explanation of the design concepts and the technical challenges to be addressed in connection with the Work and the Project.
- A summary of the financial structure for undertaking and completing the Work on schedule and within the Design, Professional Services, and Construction Allowances.

The Executive Summary shall be suitable for presentation to, and for review by, the Authority's Governing Board. It may be released to the media, hence sensitive information or confidential

information that may be misused or misrepresented should not be included or discussed in the Executive Summary.

208. VOLUME II – REQUIREMENTS SUBMITTAL

Each Proposer shall submit a Requirements Submittal that includes each of the following:

Tab II-A Proposal Letter

Each Proposer shall submit a proposal letter using Form PRL. The proposal letter shall identify each of the members of the design build entity or members of the Joint Venture.

Tab II-B Evidence of Good Standing and Authorized Execution

1. If the Proposer is a corporation, the Proposer shall provide evidence that it is in good standing in the State of its incorporation/organization and that it is qualified to do business in the State of California. If the Proposer is a Joint Venture, it shall provide this evidence for all Joint Venture members.
2. With respect to authorization to submit the proposal and enter into and bind the Proposer to the Contract, if the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body. If the Proposer is a 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 proposal to bind the Proposer (and the other Joint Venture Members) to the proposal and the Contract; and (B) each of the Joint Venture members shall also affirmatively state in the proposal that they will be, if awarded the Contract, jointly and severally liable for performance of all of the Contractor's obligations under the Contract.

3. Each Proposer must identify those persons authorized to negotiate on its behalf with the Authority in connection with this RFP, the Project, and the Contract, and to bind the Proposer on all matters relating to the RFP and the Contract.
4. Each Proposer must provide evidence that it is willing and able to honor and carry out its proposal if the Authority elects to accept the proposal, as submitted, without negotiations or use of a Final Revised Proposals process.

Tab II-C Licenses and Evidence of Entitlement to Carry Out Construction and Design Work.

Each Proposer (including each Joint Venture member) shall provide evidence of the licenses, registrations, and credentials required to design and construct the Project, demonstrating that it is entitled, under the laws of the State of California, to undertake and perform the Work, including a copy of its construction license and evidence that it or its designated design firm is licensed to carry out the design portion of the Work.

Tab II-D Subletting and Subcontracting Fair Practices Act

Each Proposer is required, in order to assure compliance with the Subletting and Subcontracting Fair Practices Act, sections 4100 et seq. of the California Public Contract Code (the “Subcontracting Act”), to identify certain Major Subcontractors as part of its proposals. The Authority has established the requirements referred to in this Section in order to assure compliance with the Subcontracting Act in the event that it may be deemed to apply to this procurement. Section 4109 of the Subcontracting Act permits a contractor to enter into subcontracts at a later date even though no subcontractor was designated in its proposal documents, in the event of public necessity. [The Authority recognizes that, due to the nature of Design Build Work, it will be impractical for the Proposers to name, at the time the proposals are made, all subcontractors who will perform work as described in the Subcontracting Act. The Authority recognizes that

certain subcontractors can only be selected by the Contractor after a certain amount of the design work is completed. As a result, the Authority intends to request its Board to adopt a resolution prior to the Proposal Due Date that will include a determination that public necessity requires the Contractor's obligations to identify Major Subcontractors to be postponed, subject to the Contractor's compliance with the Authority's Subcontractor selection policy.]

In addition, Each Proposer shall include the following forms relating to subcontracting:

1. Form DS setting forth the Proposer's declaration regarding subcontractors.
2. Form IS, Certificate Regarding Ineligible Subcontractors, signed by a responsible company official undertaking to complete and perform on the Project. This form may be submitted up to 7 calendar days after the Proposal Due Date.

Tab II-E Disadvantaged Business Enterprise Documentation Requirements.

Each Proposer must submit the following information regarding its willingness and capability to comply with the Federal Disadvantaged Business Enterprise (DBE) requirements and to meet the Authority's DBE Goal.

1. A statement that the Proposer will comply with the DBE Regulations of the U.S. Department of Transportation and with the DBE Program.
2. A statement that the Proposer will meet the Authority's DBE goal or make good faith efforts to meet the Contract goals for the Project, as established by the Authority, which are % TBD of the sum of the Design Allowance and Professional Services Allowances and % TBD of the Construction Allowances.
3. A description of the Proposer's proposed program for meeting the DBE goals or for making good faith efforts to meet these established DBE goals, including an identification of the primary portions or elements of the Scope of Work in which the Contractor intends to utilize DBE firms.

Tab II-F Contract Compliance Requirements.

The Proposers are advised that the Contractor will be required to comply with California Labor Code sections 227, 1021 and 1720 through 1861, together with all applicable regulations (California Code of Regulations, title 8, sections 16000 et seq.) and the Department of Fair Employment and Housing regulations (California Code of Regulations, title 2, sections 8101 et seq., Contractor Nondiscrimination and Compliance). Copies of the prevailing rate of per diem wages are on file at the Authority’s offices, and will be made available to any interested party on request.

Notice of Requirement for Nondiscrimination Program
(Gov. Code, Section 12990)

Proposers’ attention is called to the “Nondiscrimination Clause” set forth or referred to herein, which is applicable to all nonexempt state construction contracts and subcontracts and to the “Standard California Nondiscrimination Construction Contract Specifications” set forth herein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

Tab II-G Information Regarding Violations, Debarments, and Related Events

Each Proposer shall submit the following information regarding past performance, activities, and projects:

1. Any prior serious or willful violation of the California Occupational Safety and Health Act of 1973, contained in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the Federal Occupational Safety and Health Act of 1970 (P.L. 91-596), settled against the Proposer or any member of the design-build entity, and information concerning the Proposer’s workers’ compensation experience history and worker safety program.

2. Information concerning any instance of wherein the Proposer was debarred, disqualified, or removed from a Federal, state, or local government public works project.
3. Any instance where the Proposer, its owners, member entities, officers, or managing employees submitted a bid on a public works project and were found by an awarding body not to be a responsible bidder.
4. Any instance where the Proposer, its owner, member entities, officers, or managing employees defaulted on a construction contract.
5. Any violations of the Contractors' State License Law (Chapter 9 (commencing with Section 700) of Division 3 of the Business and Professions Code), excluding alleged violations of Federal or state law, including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or of Federal Insurance Contribution Act (FICA) withholding requirements settled against the Proposer or any member of the design-build entity.
6. Information concerning the bankruptcy or receivership of the Proposer or any member of the design-build entity, and information concerning all legal claims, disputes, or lawsuits arising from any construction project of the Proposer or any member of the entity during the three years immediately prior to the submission of a proposal in response to this RFP, including information concerning any work completed by a surety.
7. Information concerning all settled adverse claims, disputes, or lawsuits between the owner of a public works project and the Proposer or any member of the design-build entity during the five-year period immediately preceding submission of a proposal in response to this RFP, in which the claim, settlement, or judgment exceeds fifty thousand dollars (\$50,000). Information shall also be provided concerning any work completed by a surety during this period.

The information required pursuant to this Section shall be verified under oath by the Proposer and its member entities in the manner in which civil pleadings in civil actions are verified. Information that is not a public record pursuant to the California Public Records Act (Chapter 3.5

(commencing with Section 6250) of Division 7 of Title 1 of the Government Code) shall not be open to public inspection.

Tab II-H 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 II-I Organizational Documents.

Each Proposer shall provide a copy of the articles of incorporation and bylaws, the joint venture agreement, partnership agreement, limited liability company operating agreement or equivalent organizational documents for the Proposer, each Joint Venture member and Guarantor, which documents shall be consistent with the responsibilities to be undertaken by such parties under the Contract.

Tab II-J Financial Condition.

Each Proposer shall submit certified financial statement reflecting the financial condition of the Proposer, providing each Joint Venture member and/or Major Subcontractor, providing a full and detailed presentation of the true condition as of December 31, 2004 (or more recently if available) of the each such firm's assets, liabilities, and net worth. In the event a firm's fiscal year is reported on a basis other than calendar year, the latest annual financial report along with a current financial report (balance sheet and profit/loss statements) will be acceptable.

The financial statement and related documents must set forth the financial status of the Proposer and each firm referenced above. If the firm is a partnership or Joint Venture, individual financial statements for the most recent fiscal year must be submitted for each general partner or each member of the Joint Venture. If the firm is a subsidiary, it is acceptable to provide an audited financial statement for the last fiscal year for the parent

corporation, as long as a complete current financial report for the entity which will perform the service is also included.

The Proposer shall also disclose any material adverse financial information or condition (including bankruptcy or insolvency) regarding the Proposer or a firm referenced above that has arisen since the date of the latest audited financial statement.

Tab II-K 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 Proposer, Major Subcontractors and all other named subcontractors. These forms may be submitted up to 7 calendar days after the Proposal Due Date.

Tab II-L Owner's Reference Forms.

Members of each Proposer's team shall fill out the first part of Form OR and deliver it to [Project Owner Representatives] as described below, asking the owner representatives to complete the form and return it to the Authority. The Authority would like to receive forms from at least three different Owner Representatives for: (1) each team member with a 30% or greater equity interest in the Proposer, (2) the subcontractor which will have primary responsibility for trackwork, (3) the subcontractor which will have primary responsibility for systems and (4) the subcontractor which will have primary responsibility for train control. For equity members, the form should be provided for public sector transportation – related infrastructure projects (with a preference for rail projects) with a contract price of \$50 million or more. For subcontractors, the form should be provided for rail transit contracts in the relevant specialty area with a contract price of \$10 million or more.

Failure to provide such owner references may render a Proposal non-responsive, and the Authority will take this factor into account in reviewing the acceptability of the Requirements Proposal.

Tab II M Debarment, Suspension, and Other Responsibility Matters

Each proposer must submit a Debarment, Suspension, and Other Responsibility Matters form with their proposal, certifying the debarment and suspension status of the proposer or any of its principals.

Tab II N Certification of Restrictions on Lobbying

Proposers must sign the Certification of Restrictions on Lobbying and include it with their proposal.

Tab II O Other Plans and Programs

A. Environmental Mitigation Plan

Each Proposer shall submit a narrative describing its understanding of the requirements of the draft Mitigation Monitoring Plan and its plan for complying with and implementing the requirements in the Final Plan in carrying out the Design and Construction of the Project.

B. Hazardous Material (including waste)/Debris Materials Handling and Disposal Plan

Each Proposer shall submit a plan for the investigation, handling, remediation, and disposal of hazardous materials (including waste) from the Project Site.

C. Pollution Control Plan

Each Proposer shall submit a plan for controlling stormwater and Contractor generated fugitive dust, water/wastewater, solids and hazardous waste.

D. Dispute Resolution

Each Proposer shall provide a narrative description of its management philosophy and approach to minimizing disputes and for facilitating dispute resolution, and at least three (3) one-page summaries of experience on previous projects comparable to the Project that illustrate how this philosophy was successfully applied. Proposers must provide a current name and phone number of an owner/client representative for each of the referenced projects that may be contacted for verification.

E. Value Engineering

Each Proposer must submit its plan for conducting value engineering on the Project with the objective of achieving cost savings and/or design improvements. This plan should include a schedule for value engineering and a description of the specific value engineering activities proposed.

209. VOLUME III – 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 Work. This Submittal shall provide the following information, with the contents and in the sequence set forth below:

Tab III-A Management and Organizational Structure

1. A description of the Proposer’s proposed management structure for carrying out the Project, including an overall organizational chart showing the Key Personnel

and identifying the roles and responsibilities of the Joint Venture members and/or the Major Subcontractors.

2. A detailed Staffing Plan for Professional Services during Design and Construction, including an identification of the total number of professional personnel proposed to be assigned to the Work and an allocation of personnel among the following tasks: project management; design management; construction management; design services during Construction; and Engineer of Record.
3. Names and qualifications of the principal individuals proposed to be assigned to each of the above major tasks.
4. Organizational chart for the proposed design organization.
5. Organizational chart for the proposed construction organization.
6. Organization chart for the proposed QA/QC organization.

Tab III-B Statement of Qualifications and Experience

1. **General** – A description of the Proposer’s relevant qualifications and experience in performing the Scope of Work described in the Contract Documents Scope of Work and General Requirements. This statement should include the qualifications and experience of the individuals or firms that will perform each key Project task, the specific tasks to which they will be assigned, and information regarding the specific experience of those firms as well as the project experience and educational background (including resumes) of the key personnel and other individuals who will perform the work. This description should include a description of the identified firms’ record of working together on projects of similar size, type, and complexity.

The Proposer shall affirmatively state in its Proposal that the resources shown or indicated in the Proposal will be available to the Project and the Authority, if the Proposer is awarded the Contract. The Proposer shall ensure and provide evidence that, if awarded the Contract, all Key Personnel in its Proposal will be available on a full time basis for the periods necessary to fulfill their responsibilities.

2. Civil Design and Construction Experience – A description of the Proposer’s specific experience on each of the following: (A) Design experience with similar work; (B) Construction experience with projects of similar size, type, and complexity; (C) Design-build experience and projects; (D) Experience on Construction Management at Risk projects; and (E) Value engineering experience.

3. Systems Design, Installation, and Integration Experience – A description of the Proposer’s specific experience on each of the following: (A) Design experience with similar work; (B) Installation experience with similar work; (C) Light rail civil/systems integration experience; and (D) Value engineering experience.

Tab III-C Project Management.

A description of the Proposer’s approach to managing the Work and its specific plans for successfully completing the Project. This shall include the following:

1. Project Management Plan – The Proposer’s plan for overall management of the Project and for the completion of the Work by the Substantial Completion Date. This plan must address each of the required elements of a Project Management Plan as set forth in FTA’s regulations at 49 C.F.R. § 663.25, and must also include the Proposer’s plan for obtaining any necessary local permits, entitlements, or licenses.

2. Design Management – The Proposer’s plan for managing the design of the Project, including: (A) total design staffing required; (B) the plan for addressing constructability, durability, maintainability, and environmental mitigation in the design process; (C) the plan for integrating and coordinating the design and construction efforts; (D) a description of how the design developed by different firms and/or offices will be integrated; (E) a description of how the design personnel will interface with the construction organization; and (F) an explanation of how the Proposer will facilitate and implement design reviews.

3. Construction Management – The Proposer’s plan for managing the construction of the Project, including: (A) the Proposer’s concept of its construction management organization and how it interrelates with the other elements of the Proposer’s organization for the Project and with interfacing parties (such as the design firms and jurisdictional agencies); and (B) a brief narrative description of the Proposer’s proposed construction plan for the Project, which shall include at least the following:
 - A construction staging and phasing plan indicating the major geographic subdivisions of the Project, the responsible superintendent(s), and timing and sequencing of major activities.
 - The Proposer’s plan and procedures to ensure timely delivery of supplies and materials to achieve the completion dates required under the Design-Build Contract.
 - The Proposer’s plans and procedures for management, control and payment of subcontractors.

4. Proposed Design/Construction Packages – If the Proposer intends to proceed with design and construction of the Project in specific packages, segments, or elements of Work, the proposal should describe the Proposer’s plan or approach to the packaging of the Work. This should include an identification and description of

the specific packages proposed, the sequential order for proceeding with these packages, and the benefits and advantages (in schedule, cost, and Project implementation) of the Proposer's packaging approach.

5. Interface Management/System Integration Plan – The Proposer's plan for Interface Management and System Integration, including: (A) the proposed method for managing interfaces and systems integration as well as work among disciplines and subcontractors on Proposer's team; (B) the proposed process to ensure systems integration; and (C) a brief description of major interface and systems integration tasks.

6. Quality Proposal – The Proposer's Quality Assurance/Quality Control (QA/QC) Plan, including a narrative describing the roles, responsibilities and authorities of quality assurance and quality control personnel over Design and Construction activities to ensure final product quality.

Tab III-D Construction Plan and Approach to the Work.

1. Civil Works – Each Proposer shall submit a narrative description of the general approach to design and construction of the Project civil works, including its understanding of applicable codes and standards. The description shall address: earthwork; grading; drainage; street demolition and reconstruction; relocation and maintenance of utilities; and related civil work.

2. Alignment and Trackway – Each Proposer shall submit a narrative discussing: (A) alignment reconfigurations recommended by the Proposer to reduce construction cost and/or improve the operability of the Project; and (B) trackwork construction concepts for reducing construction costs and/or maintenance and operating costs while maintaining the operability of the system.

3. Stations – Each Proposer shall submit a narrative addressing any specific technical and/or planning issues of which it is aware that are unresolved and/or are unique to each station, with an action plan for each to develop satisfactory, accepted design solutions, and to complete all station designs and construction within the time periods set forth on the Contractor’s proposed schedule.

4. Utility Relocations – Each Proposer shall submit a narrative discussing specific technical issues relating to utility identification, conflict resolution and relocations that may warrant special or unusual design, scheduling or construction measures, and the Proposer’s approach to resolving these issues.

5. Structures – Each Proposer shall submit a narrative discussing the issues specific to each structure, including the status of current design, constructability and scheduling considerations. If new or altered structure designs are proposed, the rationale for the proposed change must be included together with a description of the proposed change including: (A) basic structure type proposed; (B) proposed method of construction; (C) codes or standards proposed for adoption for a particular structure; and (D) geotechnical considerations.

6. Traffic Handling – Each Proposer shall provide a description of its proposed responsibilities and approach to the analysis, design and implementation of traffic control for the construction phases and the completed Project.

7. Project Systems – Each Proposer shall provide a description of its understanding of and approach to the following systems: (A) traction power; (B) train control; (C) communications; (D) grade crossing controls; (E) testing and integration; and (F) fare collection.

8. **Project Cost** – An explanation of the Proposer’s approach to performing cost effective final design and obtaining the lowest final Lump Sum Fixed Price for the Construction Work.

Tab III-E Project Schedule.

Each Proposer shall provide a proposed schedule for the delivery of the Project, including a proposed commencement date, a proposed Project delivery date, and a Critical Path Schedule with milestones, activities and their respective duration, and completion dates for each major project activity. The proposal schedule shall include the following:

1. Final details for the first 120 days of the Project and the maximum information available for the remainder of the Project.
2. A “stand-alone” narrative of sufficient detail to explain the basis of the preliminary schedule, including as a minimum the following:
 - Basis for and assumptions in preparing schedule;
 - Anticipated delivery dates;
 - Restraints, risks and limitations;
 - Critical path activities;
 - Holidays and other non-work days;
 - Potential problem areas;
 - Permits;
 - Approach to successful Stakeholder and Jurisdictional Agencies Coordination; and
 - Long-lead delivery items.
3. A plan for mobilizing the Key Personnel, equipment, materials and supplies. The mobilization plan shall be consistent with the planned activities shown in the preliminary schedule.

4. Identification of the major risks to the preliminary schedule and an explanation of the planned contingencies for dealing with these risks should they arise.
5. A brief narrative description of the proposed Project control approach, which shall include at least the following: (A) a description of the Proposer's system for preparing and updating the preliminary schedule and calculating progress performance; and (B) a description of the proposed plan to integrate subcontract activities, including design, into its scheduling and reporting system.

Tab III-F Contracting Plan.

1. Each Proposer shall submit a proposed Contracting Plan covering both the Design Work and the Construction Work. The Contracting Plan shall identify the delivery or subcontracting method that will be used for each element or package of the Design and Construction Work. The three allowable methods for performing the Work are as follows: (1) self-performance by the Contractor; (2) subcontract through low-bid; and (3) subcontract through value based selection. The Plan must provide for self-performance by the Contractor of not less than 30% and not more than 60% of the Work. If work is proposed to be self performed, the Contractor will be required to demonstrate to the Authority that the cost of the self-performed work is competitive, fair, and reasonable. The Contracting Plan used by the Contractor in performing the Work (including any subsequent revisions or updates to the Plan) must be approved by the Authority, in accordance with Section 16 of the Contract Documents General Provisions.
2. If the Proposer intends to design and construct the Project in specific packages of the Work (as described in Tab III-C6), the discussion of the Contracting Plan shall describe the delivery or subcontracting method to be used for each proposed package.

3. The Contracting Plan shall also describe how the delivery and subcontracting methods proposed will implement and achieve the Authority's DBE Goals for the Project.

Tab III-G Construction Safety Plan and Record.

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

- A statement of commitment to and priority for safety signed by the Proposer and the Major Subcontractors.
- Form SQ (Safety Questionnaire).
- A history of safety record of the Proposer and its joint venture members and/or Major Subcontractors on other construction projects completed within the five year period prior to the submission of its proposal.
- A statement providing the Proposer's Workers' Compensation experience modification factors for the past 4 years.

Tab III-H Community, Public and Business Mitigation Plans

Each Proposer shall submit a draft Community, Public and Business Impacts Mitigation Plan and a draft Public Information Plan in accordance with the requirements of Scope of Work and General Requirements.

- A. The plan shall include a narrative explaining its understanding and approach to effectively mitigate potential impacts to the public, businesses, and public

agencies, as a result of the Project final design and construction activities. At a minimum, specific issues relating to each major public agency and group should be discussed, specifically:

- The Authority
- The City of Los Angeles
- The City of Culver City
- The County of Los Angeles
- Caltrans
- Recognized community groups
- Recognized business groups

At a minimum, the following potential impacts shall be addressed:

- Design criteria and performance specification variances
- Traffic control during construction
- Maintenance of traffic and access during construction
- Dust Abatement
- Noise Control
- Business impacts during construction
- Property impacts during construction
- Emergency and safety situations during construction
- Utility relocation impacts
- Station Design
- Landscaping and Fencing Design
- Lighting Design
- Pedestrian Access and Safety

B. The Public Information Plan shall describe how effective communications will be maintained through the life of the Project.

210. VOLUME IV – PRICE PROPOSAL

A. Price Proposal Contents. -- Each price proposal must include the following:

1. A fixed Design Overhead and Fee.
2. A fixed Professional Services Overhead and Fee.
3. A fixed Construction Overhead and Fee.

B. Format. -- Price proposals must be submitted in U.S. dollar currency on the pricing forms set forth in form PP and must be submitted in a separate and sealed envelope, with the name of the Proposer, marked as follows: “Price Proposal – Expo LRT Project RFP.”

C. Duration. -- Each Price proposal shall include a statement by the Proposer affirming that the prices therein will be valid for 180 days from the date of submittal of its Proposal.

D. Elements of the Design Fee.

1. The Design Overhead and Fee must be set forth as a fixed dollar amount, and as a percentage of the Design Allowance identified in Section 109(a) of this RFP.
2. The Design Overhead and Fee shall be the Contractor’s sole compensation for the following:
 - A. Profit
 - B. Costs over and above the Design Allowance identified in the Contract General Provisions Section 7.3

E. Elements of the Professional Services Fee

1. The Professional Services Overhead and Fee shall be set forth as a fixed dollar amount and as a percentage of the Professional Services Allowance identified in Section 109(b) of this RFP.

2. The Professional Services Overhead and Fee shall be the Contractor's sole compensation for the following:
 - A. Profit.
 - B. Costs over and above the Professional Services Allowance identified in the Contract General Provisions Section 9

F. Elements of the Construction Fee.

1. The Construction Overhead and Fee shall be set forth as a fixed dollar amount and as a percentage of the Construction Allowance identified in Section 109(c) of this RFP.

2. The Construction Overhead and Fee shall be the Contractor's sole compensation for the following:
 - A. Profit.
 - B. Home Office Overhead.

211. COST OF PROPOSAL

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.

212. DESIGNATED CONTACTS AND COMMUNICATIONS

A. Contact -- The designated Authority representative for questions relating to this Request for Proposals is Mr. Rick Thorpe, Executive Officer, Construction, One Gateway Plaza, Los Angeles, CA 90012.

B. Communications -- Communications in connection with this RFP shall be in writing and shall be delivered personally; 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 communication unless confirmed in writing.

213. RFP WITHDRAWAL

The Authority reserves the right to withdraw this Request for Proposals 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.

214. 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 the 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.

215. ACCEPTANCE OF PROPOSALS

Each proposal shall be submitted with the understanding that it constitutes an offer to perform the Design and Construction Scopes of Work in accordance with the terms of the proposal, the General Provisions, Scope of Work and General Requirements, and the other Contract Documents, and that it is binding on the Proposer if accepted by the Authority.

216. CONFIDENTIALITY

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

217. 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.

218. EXCEPTIONS TO PROPOSAL

Proposers must identify, on a separate page(s) of their submittal, any exceptions to the terms and conditions of this RFP, including the General Provisions. This document should be labeled, "Exceptions to RFP Conditions, RFP No. _____" and will be attached to the Proposal. If no exceptions are stated, it will be assumed and understood that all general 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.

219. NON-RESPONSIVE PROPOSALS

Non-responsive proposals are not acceptable and will be rejected by the Authority. Non-responsive proposals are defined as proposals that do not comply with the RFP terms, conditions, and specifications.

220. DISQUALIFICATION OF PROPOSALS

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

1. Failure to use the Price Proposal forms furnished by the Authority.
2. Lack of signature by an authorized representative on the Proposal.
3. Failure to properly complete the proposal.
4. Evidence of collusion among proposers.
5. Unauthorized alteration of proposal forms.

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

221. 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.

222. 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, claim the Proposal Bond, and may sue the Proposer for damages.

223. PROHIBITIONS OF LOBBYING AND CONTACTS

A. Prohibition – No person (or entity) submitting a proposal in response to the 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 proposal submissions and ending on the date of selection of the Proposer. Any such contact would be grounds for the disqualification of the Proposer.

B. Limitation on Contacts – During the period beginning on the date of issuance of the RFP and ending on the date of selection of the Proposer, any contact with the Authority staff by a Proposer should be limited to the written clarification and amendment process described herein, the pre-proposal conference and site visits (when applicable). As specified herein, any such clarification or amendment must be written addenda issued by the Authority.

224. COLLUSION CLAUSE

A. Collusion – Any evidence of agreement or collusion among Proposers will render the proposals of such Proposers void.

B. Disclosure – Advance disclosures of any information to any particular Proposer which gives that particular Proposer any advantage over any other interested Proposer, in advance of the opening, made or permitted by a member of the Authority’s Governing Board or an

employee or representative thereof, will operate to void all proposals of that particular bid, solicitation or request.

225. INCONSISTENCIES IN CONDITIONS

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

226. FEDERAL REQUIREMENTS

The Project is funded in part with Federal financial assistance and the Contractor will be required to design and construct the Project in compliance with all applicable Federal Requirements. The Federal requirements that will be binding on the Contractor are set forth in Exhibit _____. All Proposers are required to provide the Federal certifications set forth in Exhibit _____.

227. INCLUSION OF TERMS AND CONDITIONS

All provisions and conditions contained herein shall become part of any subsequent Contract awarded as a result of this Request for Proposals.

PART III - EVALUATION PROCESS AND EVALUATION CRITERIA

301. RECEIPT OF PROPOSALS

Upon receipt of proposals, the sealed Price Proposals (Volume IV) will immediately be placed in a secure location determined by the Authority, with access limited to specific individuals. The Price Proposals will remain sealed until the review of the Requirements Submittal (Volume II), and the evaluation and scoring of the Qualifications/Technical Proposal (Volume III) have been completed.

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 may in its discretion elect to utilize separate subcommittees—one to review the Requirements Submittals and evaluate the Qualifications/Technical Proposals and one to evaluate the Price Proposals. In addition, the Evaluation Committee may, in its discretion, utilize outside experts to assist in the evaluation process.

303. INITIAL REVIEW OF PROPOSALS

A. Determinations by Committee -- The Evaluation Committee will first review and evaluate Volume II of each Proposer's Submittal to determine whether the Proposer has met the Requirements of this RFP (as identified in the required submittals for Volume II). Evaluation will, where appropriate, be on a pass/fail basis. Proposals that are non-responsive to the RFP, and proposals that do not meet the Requirements of the Requirements Submittal and the pass/fail criteria, 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. Effect of Past Violations -- Evidence of past violations and infractions (submitted in Tab II-G) will not automatically result in finding a proposal to be non-compliant.

The Authority will make its determination, in its sole discretion, on the degree of severity and frequency of such violations and infractions, on whether there is a pattern of violations and infractions, and on the extent to which those violations and infractions have been addressed and remedied by the Proposer.

C. **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.

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 Authority Evaluation Committee in accordance with the following provisions of this Section and will be scored using the evaluation criteria set forth in Section 305 of this RFP.

B. **First Round Evaluation** – The Evaluation Committee will conduct a First Round Evaluation of all acceptable proposals under the criteria set forth in Section 305. As part of the First Round Evaluation, the Authority may, in its discretion, allow Proposers to make a presentation to the Evaluation Committee to explain their proposal. The Authority reserves the right to select for Contract award the proposal offering the best value to the Authority, under the criteria in Section 305, based on its evaluation of the initial proposals as submitted, without interviews, establishment of a competitive range, or submission of Final Revised Proposals (“FRPs”).

C. **Competitive Range Determination** – If the Authority does not award pursuant to subsection B, then the Evaluation Committee will, on the basis of the First Round Evaluation, determine which proposals fall within the Competitive Range. The Competitive Range will include all of the most highly rated proposals, unless that number is too large for effective

competition. The Contracting Officer will promptly notify Proposers in writing whether or not they are included in the Competitive Range.

D. Interviews and Discussions – If a competitive range is established under subsection C, interviews and discussions will be held by the Contracting Officer and members of the Evaluation Committee with all Proposers determined to be in the Competitive Range. 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, including the fees proposed. The Authority may use the discussion process to raise issues and identify uncertainties and/or deficiencies in Proposals. In addition, the Evaluation Committee may, in its discretion, elect to make site visits to projects designed and constructed by a Proposer or members of its team, and to contact Proposer’s references. The Authority reserves the right to consider the results of interviews, site visits, and/or reference checks in its evaluation and scoring of proposals under Section 305 of this RFP.

E. Final Revised Proposals (“FRPs”) – If a Competitive Range is established, Proposers in the Competitive Range will be asked to submit Final Revised Proposals by a date certain following the conclusion of the interview and discussion process. In their FRPs, Proposers are expected to respond to questions and issues raised in the interview process; resolve any uncertainties identified in their original proposal; address any deficiency in their Qualifications/Technical Proposal relating to matters such as organizational structure, staffing, Project personnel, or approach to Project delivery; and propose a revised cost effective and reasonable Design, Professional Services, and Construction fee structure.

F. Final Evaluation -- Following the submittal of Final Revised Proposals, the Evaluation Committee will evaluate and score the FRPs in accordance with Section 305.

G. Recommendation – Following the completion of evaluation and scoring under subsection B or subsection F of this Section, as the case may be, the Evaluation Committee will

make a recommendation for Contract award to the Proposer whose proposal offers the best value to the Authority, based on the price, quality, and other evaluation factors set forth in Section 305. That recommendation will be submitted by the Authority's Executive Director to the Governing Board.

H. Action of Governing Board – After review and consideration of the recommendation for Contract award, the Governing Board shall award the Contract to the Proposer whose proposal offers the best value to the Authority, price, quality, and other evaluation facts specified in Section 305 considered. The Governing Board is not bound by the recommendation of the Evaluation Committee or Executive Director, but it must base any alternative award decision it makes solely on the evaluation factors set forth in Section 305, and may not modify those factors or their established weight.

I. Subsequent Negotiation – If an agreement cannot be reached with the recommended Proposer, the Authority reserves the right to select the Proposer with the next highest ranked proposal and negotiate an agreement with that Proposer.

J. Single Proposal – If only one proposal is received in response to this RFP, information will be requested from the Proposer to enable the Authority to perform a cost analysis and evaluation and audit in order to determine if the fees and price proposed are fair and reasonable. The Authority may, in its discretion, award the Contract to that single proposer if its proposal meets the requirements of this RFP and the fees proposed are found by the Authority to be fair and reasonable.

305. EVALUATION FACTORS AND WEIGHTS

A. General – The Authority will, through its Evaluation Committee, evaluate the acceptable proposals submitted in response to this RFP and make its determination as to which proposal offers the best value to the Authority, on the basis of the factors set forth in Subsection B of this Section.

B. Scoring – Each proposal (both initial Proposals and FRPs) will be evaluated and scored using a two-step process. In the first step, the proposals will be evaluated and assigned scores based on the six technical factors listed in subsection C. Each of the technical factors has been assigned equal weight for scoring purposes. The score for each factor will be determined by averaging the scores of the evaluators. The total technical score will be the sum of the averaged scores for the six technical factors. The proposal that receives the highest score will then be assigned 100 points, and all of the other proposals will receive scores “normalized” on the basis of their percentage of the highest evaluation score.

In the second step, the total price proposals (consisting of the Design Fee; Professional Services Fee; and Construction Fee) will be assigned scores with the lowest total price proposal receiving a score of 100 points, and the others receiving a score which is “normalized” by subtracting from 100 the percentage by which the highest price exceeds the lowest.

$$\left[1 - \left(\frac{\text{Proposal Price} - \text{Low Proposal Price}}{\text{Low Proposal Price}} \right) \right] \times 100 = \text{Price Score}$$

The total best value score is the weighted sum of the technical score (multiplied by 70 percent) and the price score (multiplied by 30 percent) with the highest possible best value score being 100.

C. Technical Factors

1. **Management and Organization Structure (Table III-A)** -- This factor involves an evaluation of the Proposer’s management and organizational structure, including its Staffing Plan and its organizational and management controls and reporting relationships.
2. **Qualifications and Experience (Tab III-B)** -- This factor involves an evaluation of the Proposer’s qualifications to successfully perform and complete the Work, based on the relevant experience of its team members and personnel and its particular experience with the elements of the Scope of Work and with design-

build projects. Site visits and/or reference checks may be taken into account, in the Authority's discretion, in this evaluation factor.

3. **Construction Plan, Project Management Plan, and Overall Approach to the Work (Tabs III-C; III-D, and III-E)** -- This factor involves an evaluation of the Proposer's understanding of the means and methods for completing the Design and Construction; its specific plans for project management, design management, and construction management; its proposal for the packaging of the Work; and its proposed schedule for the Work and its plan for achieving that schedule.
4. **Contracting Plan (Tab III-F)** -- This factor involves an evaluation of the feasibility, cost effectiveness, and benefits of the Proposer's Contracting Plan.
5. **Construction Safety Proposal and Record (Tab III-G)** -- This factor involves an evaluation of the Proposer's Safety Proposal and its safety record and experience on other projects.
6. **Quality of Community, Public and Business Mitigation Plans (Tab III-H)**— This factor involves an evaluation of the contents and quality of the Proposer's Community, Public and Business Impacts Mitigation Plan.

PART IV - AUTHORITY BID 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 bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

402. GENERAL

In order for a bid 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 Bid Protest Procedures:

- A. The term “Bid“ includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offeror in response to a Request for Proposals (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“ means any person: (a) who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.
- E. The term “solicitation“ means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

404. GROUNDS 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 procedures;
- 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;
- D. The Authority has issued restrictive or discriminatory specifications; or,
- E. Award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

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 provision 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:
 - Executive Officer, Construction
 - One Gateway Plaza**

Los Angeles, CA 90012

C. All protests must be received at 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 bid opening or deadline for submittal or 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 72 hours after the protestor's receipt of the Authority's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal 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 either the solicitation process of the solicitation documents in the case of sealed bids, the Authority will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless the Authority determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.

B. 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.

C. 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 for 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 Executive Director 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 Executive Director of the Authority shall be in writing and shall be the final binding agency action. Except in exceptional circumstances, the decision of the Executive Director 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 state of the procurement process or the contract.

411. JUDICIAL APPEALS

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

412. 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 protest 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.

PART V - FORMS

FORM PRL - FORM OF PROPOSAL LETTERFORM OF PROPOSAL LETTER

To: Exposition Metro Line Construction Authority

Dear :

RFP No. _____(the “RFP”)

1. Having inspected the Project site, RFP Documents and all other information issued by the Exposition Metro Line Construction Authority (the “Authority”) in connection with the Project which is described or listed in the RFP Documents, and having completed the pricing forms contained or referenced in the RFP Documents, we [jointly and severally] offer to execute the Project in accordance with the RFP Documents, this Proposal Letter and the Proposal Documents, for such sum as shall be ascertained in accordance with the Contract Provisions. Initially capitalized terms used in this Proposal Letter and the Proposal Documents shall have the meanings set forth in the RFP and the Contract.
2. In consideration for the Authority supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, we undertake [jointly and severally]:
 - a) to keep this Proposal open for acceptance for 180 days after the Proposal Due Date without unilaterally varying or amending its terms [and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/consortium on whose behalf this Proposal is submitted]; and
 - b) if this Proposal is accepted, to provide security for the due performance of the Contract as stipulated in the Contract and the RFP.
3. We understand that the Authority is not bound to accept the lowest priced proposal or any proposal the Authority may receive.
4. We further understand that all costs and expenses incurred by us in preparing this Proposal and participating in the RFP process will be borne solely by us.
5. We agree not to challenge, question or seek to review any decision of the Authority in regard to this Proposal, including but not limited to any decision to award the Contract to another party or to not award the Contract at all, except as expressly permitted in the protest provisions of the RFP.

6. Proposer acknowledges receipt, understanding and full consideration of the following Addenda to the RFP:

Addendum 1 (dated _____, 2005)

Addendum 2 (dated _____, 2005)

[etc.]

7. Proposer agrees that the Authority will not be responsible for any errors or omissions in this Proposal.

8. This Proposal shall be governed by and construed in all respects according to the laws of the State of California.

[Proposer shall conform the signature block below as appropriate.]

1. Sample signature block for corporation or limited liability company:

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the Proposer's name]

By: *[Insert general partner's or member's name]*

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

Proposer's business address:

(Street) (Floor or Suite)

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation: _____

[If the Proposer is a corporation, enter state or country of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth on the following page listing each officer with signing authority and its corresponding office. If the Proposer is a partnership or joint venture, attach full names and addresses of all partners or joint venturers. If the Proposer is a joint venture or general partnership, furnish a letter from each partner or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising therefrom. If the Proposer is a limited liability entity, attach full names and addresses of all

equity holders and other financially responsible entities (including any guarantor). If the Proposer is a limited liability company, include an incumbency certificate executed by a Secretary thereof in the form set forth on the following page listing each officer with signing authority and its corresponding office. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.]

INCUMBENCY CERTIFICATE

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

NAME

OFFICE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____, 2005.

Secretary

FORM DS - PROPOSER'S DECLARATION REGARDING SUBCONTRACTORS

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations resulting in an agreement to enter into any Subcontracts with respect to the Project. The Proposer agrees that it will follow applicable Contract requirements with respect to Subcontractors. Proposer further declares that it has carefully examined the RFP Documents and acknowledges that Owner has determined that a Proposer's efforts to obtain participation by Subcontractors could reasonably be expected to produce __% participation by Disadvantaged Business Enterprises (DBEs).

I declare under penalty of perjury under the laws of the State of California that the foregoing declaration is true and correct.

Executed: _____, 2005.

(Signature)

(Name printed)

(Title)

(Proposer)

FORM IS - CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

Note: This form may be submitted up to 7 calendar days after the Proposal Due Date.
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

- (1) The prospective lower tier participant (Subcontractor) certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Contract No. _____ by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its Proposal.

Signed

Typed or Printed Name

Company Name

Date

FORM NC - NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Each of the undersigned, being first duly sworn, deposes and says that _____ is the _____ of and _____ is the _____ of _____, which entity(s) are the _____ of _____, the entity making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal Price or any component of the Proposal Price, of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Authority of anyone interested in the Contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted its Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository or any member or agent thereof to effectuate a collusive or sham proposal. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Contract or rejection of all Proposals and cancellation of the RFP.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public in and for)
) SS
said County and State)
.....

[Seal]

My commission expires: _____

[Duplicate or modify this form as necessary so that it accurately describes the entity making the proposal and so that it is signed on behalf of all general partners or joint venturers of the proposer.]

FORM CCD - CAMPAIGN CONTRIBUTION DISCLOSURE

Note: Separate forms shall be submitted by Proposer, Major Participants and all other named Subcontractors. This form may be submitted up to 7 calendar days after the Proposal Due Date.

Information Sheet

Any person submitting a statement of qualifications, proposal or bid to enter into a contract or subcontract with the Exposition Metro Line Construction Authority must complete the attached Campaign Contribution Disclosure Form.

Important Notice

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

I. If you are a contractor with or a prospective contractor or subcontractor with the Exposition Metro Line Construction Authority, you are prohibited from making a campaign contribution of more than \$250 to any Board Member or his or her alternate or other Owner officer. This prohibition begins on the date the Owner releases documents requesting statements of qualifications (“RFQ”), requests for proposals (“RFP”) or invitations for bid (“IFB”) and ends three months after the Board of Directors awards the contract. In addition, no Board Member or alternate or Owner officer may solicit or accept a campaign contribution of more than \$250 from you during this period.

II. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions apply to

your subcontractor(s), joint venturer(s), and partner(s) in the contract. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

III. You and your subcontractors must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board Member or his or her alternate or any other Owner officer during the 24 month period preceding the release of the RFP or IFB.

IV. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 24 months must be aggregated with those made by your agent within the preceding 24 months. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture(s), and your partner(s) in the proceeding must also be included as part of the aggregation. Campaign contributions made to different Members of the Board of Directors or their alternates or different Owner officers are not aggregated.

V. If you or your agent or subcontractor have in the aggregate contributed more than \$250 to any individual Board Member or his/or her alternate or other Owner officer during the 24 months preceding the release of the RFP or IFB, that Board Member or alternate or other Owner officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board Member or alternate or other Owner officer returns the campaign contribution within 30 days from the time the recipient knows, or should have known, about both the contribution and the fact that you have indicated a desire to enter into a contract with the Owner.

VI. The Campaign Disclosure Form should be completed and filed with your proposal or bid, or with the first written document you file or submit after the proceeding commences

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

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

Form CCD - CAMPAIGN CONTRIBUTION DISCLOSURE
DISCLOSURE FORM

Contractor's or Subcontractor's Name: _____

Contractor's or Subcontractor's Address: _____

Contract Title: _____

No contributions have been made in the preceding 24 months.

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

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

Name of Recipient of Contribution: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Recipient of Contribution: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Recipient of Contribution: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

[Add additional sheets as necessary.]

Date: _____

Signature of Party and/or Agent

BOARD MEMBERS

Director/Alternate
Supvr. Yvonne Burke Alternate - Mike Bohlke
Supvr. Zev Yaroslavsky Alternate - Samantha Bricker
Bernard Parks Council Member District No. 8
Jan Perry Council Member District No. 9
Council Member District No. 10 Alternate - Vacant
Martha Welborne METRO Appointee
Pam O'Connor, Mayor City of Santa Monica Alternate – Bob Shriver
Gary Silbiger – Vice-Mayor Culver City Alternate – Carol Gross
Roger Snoble, CEO, METRO Ex Officio Member

FORM GD - GIFT DISCLOSURE

Note: Separate forms shall be submitted by Proposer, Major Participants and all other named Subcontractors. This form may be submitted up to 7 calendar days after the Proposal Due Date.

Information Sheet

The attached Gift Disclosure Form must be completed by contractors, potential contractors and their subcontractors.

Important Notice

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

- I. Board members and their alternates and all Owner employees (“employees”) of the Owner are prohibited from accepting gifts valued at more than \$10 from contractors, subcontractors or potential contractors with the Owner.
- II. All contractors, potential contractors and subcontractors with the Owner must file the attached disclosure form and disclose whether they have in the aggregate contributed \$10 or more to any Board member or his or her alternate or any employee during the 12 month period preceding the date of submission of a response to a request for statements of qualifications, request for proposals or invitation for bid.
- III. Board members and alternates must disqualify themselves from decisions to award a contract which will have a material financial affect on a donor of a gift of more than \$10 in the preceding 12 months.
- IV. A list of Board Members and their alternatives and Owner employees is attached.

- V. The Gift Disclosure Form should be completed and filed with each response to a request for a statement of qualifications, request for proposals or invitation to bid.

- VI. This information sheet summarizes the provisions of Government Code Section 87100 and Public Utilities Code Section 132410. You should consult these statutes for more specific information.

GIFT DISCLOSURE FORM

No gifts have been made in the preceding 12 months.

The following gifts have been made in the preceding 12 months:

Donor's Name: _____

Donor's Address: _____

Proposed or Current Contract: _____

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

Name of Recipient: _____

Date(s): _____

Amount(s): _____

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

Donor's Name: _____

Donor's Address: _____

Proposed or Current Contract: _____

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

Name of Recipient: _____

Date(s): _____

Amount(s): _____

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

[Attach additional forms if necessary.]

Date: _____

Signature of Contractor, Subcontractor or
potential Subcontractor

BOARD MEMBERS

Supvr. Yvonne Burke
Supvr. Zev Yaroslavsky
Bernard Parks Council Member District No. 8
Jan Perry Council Member District No. 9
Council Member District No. 10
Martha Welborne METRO Appointee
Pam O'Connor, Mayor City of Santa Monica
Gary Silbiger – Vice-Mayor Culver City
Roger Snoble, CEO, METRO Ex Officio Member

ALTERNATES FOR BOARD OF DIRECTORS

Alternate - Mike Bohlke

Alternate - Samantha Bricker

Alternate – Bob Shriver

Alternate – Carol Gross

OWNER EMPLOYEES

TO BE FURNISHED LATER

FORM OR – OWNER REFERENCES

PERFORMANCE QUESTIONNAIRE
Your assistance is requested in support of a source selection

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

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

Desired Response Date:
 _____, 2005

The information on this form is source selection sensitive information and shall be protected accordingly.

TO BE COMPLETED BY OFFEROR

1. CONTRACTOR NAME AND ADDRESS	2. CONTRACT NO.:
	3. CONTRACT INITIATION DATE:
	4. COMPLETION DATE:
	5. CONTRACT VALUE (with options): \$
	6. TYPE OF CONTRACT

7. DESCRIPTION OF CONTRACT REQUIREMENTS:

Please add continuation page if additional space needed

TO BE COMPLETED BY EVALUATING ORGANIZATION REPRESENTATIVES

8. EVALUATION: a. EVALUATOR'S NAME, POSITION (Project Manager/COR/Other) AND ORGANIZATION:

b. EVALUATOR'S PHONE NUMBER:

c. MONTHS PERFORMANCE MONITORED BY EVALUATOR:

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

EX = Exceptional

S = Satisfactory

US = Unsatisfactory

VG = Very Good	MG = Marginal	N/O Not Observed
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A. Quality of Products and Services – Assess the contractor’s conformance to contract requirements, specifications, and standards of good workmanship (e.g., technical, professional, environmental, or safety and health standards).

EX VG S MG US N/O

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

EX VG S MG US N/O

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

EX VG S MG US N/O

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

EX VG S MG US N/O

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

EX VG S MG US N/O

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

EX VG S MG US N/O

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

EX VG S MG US N/O

H. Overall Assessment.

EX VG S MG US N/O

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

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The proposer certifies to the best of its knowledge and belief, that it and its principals and any subcontractor with a subcontract with a value of over \$100,000:

- a. Are not presently debarred, suspended, proposed, for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
- b. Have not within three-year period preceding this proposal been convicted of or have civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlements, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph 2 of this certification; and
- d. Have not within a three year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.

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

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

Name

Title

Authorized Signature

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federally assisted contract.

If any funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of any Federal Agency, a Member of Congress, an officer or employee of a Member of Congress in connection with this federally assisted contract, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1353, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and no more than \$100,000 for each failure.

Executed the _____ day of _____ of 2005.

By: _____

(Signature of Authorized Official)

(Title of Authorized Official)

FORM SQ - SAFETY QUESTIONNAIRE

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

Proposer's Name: _____

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

1. Indicate the Safety Record on the last project to which the indicated Key Personnel were assigned:

Position and Name	Total hours worked by all Employees on Project	No. of lost workday cases on the Project	No. of restricted workday cases on the Project	No. of cases with medical attention on the Project	No. of fatalities on the Project	Project Name and Owner/Client	Owner contact name and phone number
Project Manager							
Deputy Project Manager							

Chief of Construction							
Safety Manager							

2. Provide the following information for the last three years:

Name: _____

Item	2002	2003	2004
Employee hours worked (do not include nonwork time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			

Name: _____

Item	2002	2003	2004
Employee hours worked (do not include nonwork time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			

Name: _____

Item	2002	2003	2004
Employee hours worked (do not include nonwork time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			

Name: _____

Item	2002	2003	2004
Employee hours worked (do not include nonwork time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			

Name: _____

Item	2002	2003	2004
Employee hours worked (do not include nonwork time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			

FORM PP - PROPOSAL PRICE

<u>Description</u>	<u>Allowance</u>	<u>Fee</u>	<u>Total</u>
A. Design Allowance	\$ TBD		
B. Design Overhead and Fee		\$ _____	
C. Total Design (A+B)			\$ _____
D. Professional Services Allowance	\$ TBD		
E. Professional Services Overhead and Fee		\$ _____	
F. Total Professional Services (D+E)			\$ _____
G. Construction Allowance	\$ TBD		
H. Construction Overhead and Fee		\$ _____	
Total Construction (G+H)			\$ _____
GRAND TOTAL	\$ TBD	\$ _____	\$ _____

