

REQUEST FOR QUALIFICATIONS

RFQ No. 2

California WaterFix Executive Director

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ATTACHMENTS (attached separately):

Attachment A: Sample Agreement

Attachment B: Sample Task Order

Attachment C: Respondent’s Contact Information Form

Attachment D: Respondent’s Compliance Form

Attachment E: Conflict of Interest Statement

Attachment F: Employment of Active or Retired CalPERS Members

Attachment G: Fee Schedule and Cost Proposal

Attachment H: Allowable Travel Expenses

Attachment I: Respondent’s Participation Form

SECTION 1: INFORMATION FOR RESPONDENTS

1.1 **Submission of Statement of Qualifications (SOQs)**

1. Five (5) hard copies and one (1) text readable pdf copy on CD or DVD of the SOQ must be submitted (mailed or hand delivered) to the following addresses:

Mail and Overnight or Hand Delivery:

State Water Project Contractors Authority
1121 L Street, Suite 1045
Sacramento, CA 95814
Phone: 916-447-7357

2. The SOQs must be received by 2:00 pm on Friday, March 2, 2018. Envelopes should be clearly labeled: **“Statement of Qualifications, No. 2 DO NOT OPEN UNTIL Authorized By Delta Conveyance Design Construction Joint Powers Authority.”** SOQs received after the due date and time will be returned unopened to the submitting party.

1.2 **Mandatory Pre-Submittal Conference**

3. A mandatory pre-submittal conference for prospective Respondents will be held from **1:00 p.m. to 2:30 p.m., PDST February 5, 2018** at the **Resources Building Auditorium 1416 Ninth Street, Sacramento, CA 95814**. Sub-consultants are not required to attend the pre-submittal conference.
4. To assist in preparations, Respondents are asked to email their intention to attend to Ms. Lizeth Martinez at **LMartinez@mwdh2o.com** by **2:00 pm., PDST, February 1, 2018**.
5. Project staff will discuss the services required under this RFQ, and Respondents are invited to present relevant questions at the pre-submittal conference.
6. Respondents **not** attending the pre-submittal conference will not be eligible to submit a SOQ, however, Respondents may still qualify as a sub-consultant/sub-contractor.

1.3 **Request for Clarification**

1. Firms requesting clarification pertaining to this RFQ must submit all questions by **2:00 pm., PDST, February 15, 2018** in hardcopy form to the address provided in Section 1.1, or in email form to **LMartinez@mwdh2o.com**.
2. As appropriate, Project staff will respond to questions and an addendum will be issued for material information or changes to the RFQ.

1.4 **General Statement of Qualifications Information**

1. Respondents are encouraged to carefully review this RFQ in its entirety prior to preparation of the SOQ.
2. All SOQs submitted will become the property of the proposed Delta Conveyance Design and Construction Joint Powers Authority (the Authority).
3. Respondent may modify or amend its SOQ only if Respondent submits the amendment prior to the deadline stated herein for receiving SOQ.
4. If Respondent forms a joint venture, a copy of the joint venture agreement will be requested if Respondent is selected for award. Do not submit the joint venture agreement with the SOQ.

5. An SOQ may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the SOQ.

1.5 Rights Reserved to the Authority

In addition to rights established elsewhere in this RFQ, the Authority reserves the right to:

1. Reject any or all SOQs;
2. Confirm at any time during the solicitation process that the Respondent is able and responsible to perform the requested services in the manner desired, taking into consideration information in the SOQ, any interview conducted, or additional information acquired by the Authority;
3. Select the Proposal most advantageous to the Authority;
4. Verify all information submitted in the SOQ;
5. Withdraw this solicitation at any time without prior notice;
6. Decide not to award any contract to any Respondent responding to this RFQ;
7. Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the Authority may deem to be in its best interests;
8. Negotiate the final contract with any Respondent(s) as necessary to serve the best interests of the Authority;
9. Amend the RFQ;
10. Amend the final contract(s) to incorporate necessary attachments and exhibits or to reflect negotiations between the Authority and the successful Respondent.
11. Permit the substitution of ineligible sub-consultants/subcontractors listed in the Statement of Qualifications.

1.6 About California WaterFix

The California WaterFix (CWF) will deliver water from the Sacramento River near the northern end of the Sacramento-San Joaquin Delta (Delta) to the existing State Water Project and Central Valley Project pumping plants located 42 miles away in the southern end of the Delta. CWF will upgrade the State Water Project by protecting water supplies from disruption from seismic event, sea level rise, and levee failure, while moving activities away from endangered species and ensuring reliable deliveries from the Delta. An unprecedented level of public review, comment and scientific input has helped refine and improve the proposed project; the design and construction would proceed in an environmentally sensitive and responsive manner. The CWF includes the following features:

- Three intakes along the Sacramento River. Each intake includes a state-of-the-art fish-screen, on-bank intake structure, sediment basin and a shaft connected to the conveyance tunnels. Each intake has a capacity of 3,000 cubic feet per second (cfs) for a combined maximum 9,000 cfs.
- Approximately 13.5 miles of North Tunnels will connect the three intakes to an Intermediate Forebay (IF)
- At the IF, flows from the north tunnels will be comingled and then equally split into dual 40-foot inside diameter Main Tunnels.

- The twin parallel 40-foot Main Tunnels will convey the flow to the North Clifton Court Forebay.
- A Pumping Plant located adjacent to the Clifton Court Forebay will have a capacity of 9,000 cfs and will lift the water out of the dual tunnels and into an expanded Clifton Court Forebay.
- Head of Old River operable barrier with control gates will be operated to control salinity and reduce migration of San Joaquin River watershed salmonids into the South Delta through the Old River.

Environmental planning under the California Environmental Quality Act and the National Environmental Policy Act has been completed in the form of a final Environmental Impact Report/Environmental Impact Statement and the California Department of Water Resources has approved the project. Construction will not start until all required permits are received, approximately December 2018. Construction is expected to take over 13 years to complete. The program budget is \$16.7 billion in 2017 dollars.

Respondents are encouraged to review California WaterFix's web site for further information on the project and for announcements for contracting opportunities: www.californiawaterfix.com.

1.7 About the Department of Water Resources and the Delta Conveyance Design and Construction Joint Powers Authority

The design and construction of California WaterFix will be managed under contract with the Department of Water Resources (DWR) through a proposed Delta Conveyance Design and Construction Joint Powers Authority (the Authority). DWR is a department within the State of California Natural Resources Agency and is responsible for constructing, operating, and maintaining the State Water Resource Development System, more commonly known as the State Water Project (SWP). DWR desires to design and construct a new water conveyance facility (California WaterFix facilities) that would convey water from the Sacramento River north of the Sacramento-San Joaquin Delta (the Delta) through the Delta directly to the existing SWP and Central Valley Project pumping plants located in the South Delta. In coordination with DWR, the Authority will design, construct and deliver completed California WaterFix facilities to DWR upon completion of system commissioning. The overall goal of the Authority will be to safely design, construct and deliver the project on time, on budget and in accordance with approved specifications, while managing risk prudently. It is expected that the Authority will be formed and existing in March 2018.

The Authority will be a public agency, organized as a special purpose public agency pursuant to the Joint Exercise of Powers Act (Calif. Gov. Code, §§ 6500, et seq.), consisting of certain public water agency members. A detailed agreement between DWR and the Authority will govern the roles and responsibilities of the parties to carry out the design and construction of California WaterFix. Pursuant to California Government Code section 6509, the Authority is presumed to exercise common powers in the manner and according to the methods provided under the laws applicable to the Metropolitan Water District of Southern California, one of its proposed member agencies.

The assumed organizational structure of the Authority is based on a 2016 Draft Agreement Regarding Construction of Conveyance Project between the Department of Water Resources and the Conveyance Project Coordination Agency, which will no longer be executed. Nonetheless, it is expected that much of the organizational structure and functions described in that agreement would be adopted by the Authority.

The proposed organizational structure for the design construction entity as was described in the 2016 Draft Agreement in Exhibit B-1, Section 3.0 (Organization), available online at:

https://www.californiawaterfix.com/wp-content/uploads/2017/10/Draft_Final_DCE_Agreement_Combined.pdf

The Authority will be responsible for delivering the project in accordance with baseline specifications for the project, including design specification, budget, schedule and mitigation obligations. As design services progresses, changes to the baseline specifications will be requested by the Authority at its discretion for approval by DWR. In addition, certain “material changes” to the project will require DWR approval. These include:

1. Cost: Any actions that cumulatively could cause more than a 5% increase in budgeted costs for each major design feature or management item;
2. Schedule: Any actions that could cumulatively add 6 months to the approved project schedule;
3. Operation: Any actions that could impact the water delivery capability, reduce project life, or significantly increase operations and maintenance costs of the project; and
4. Permits: Any actions that could be inconsistent with, or would require an amendment of, a major permit for the project.

DWR’s Delta Conveyance Office will be responsible for managing the agreement with the Authority on behalf of DWR and be the Authority’s primary point of contact within DWR for all matters relating to project design and construction.

Notice: Throughout this RFQ, the use of the terms “DWR” and “Authority” are used interchangeably with respect to the scope of services. Despite which term may be used, it is understood that the Consultant’s services will be performed under a contract with the Authority, that services and deliverables will be provided directly to the Authority, and that the Authority will direct and oversee Consultant’s services.

1.8 Brief Description of Services

The Authority requires the services of Consultant(s) to provide Executive Director leadership for the program along with administrative support and program controls services. A complete description of the scope of services is provided in Section 2.

For the period in which the Consultant is providing Executive Director services as described in this RFQ, and for one year thereafter, the Consultant, including their affiliates, subsidiaries, and/or affiliated construction contractors, and Key Personnel, including firms that may subsequently employ, retain, or otherwise affiliate with Key Personnel, will be precluded from proposing on other services for the CWF or bidding on construction projects for the CWF.

1.9 Minimum Qualifications

Respondent must meet the following minimum qualification listed below. Respondent's SOQ will be deemed non-responsive to the extent that it does not meet the minimum qualification(s). That is, the minimum qualifications will be evaluated on a **pass/fail** basis.

1.9.1 Key Personnel

The following are required minimum qualifications for Key Personnel positions to be provided as part of this RFQ. Through reference checks, all key personnel must have demonstrated excellent interpersonal skills, exemplary written and presentation skills, consensus and team building skills, and possess active professional engineering license in the State of California. Additional details regarding license requirements are specified below by role below.

To adequately evaluate Key Personnel, the services experience information of each resume shall include: 1) a description of the experience, licenses, certifications, and major similar projects in detail; 2) the “on-the-job” responsibilities of the individual, percentage of time spent on the project, and the length of the assignment (include dates) for reference projects; and 3) the project/program contracts values of the projects/programs serviced on. The person’s “title” on the project/program shall be clear as to the duties, the level of responsibility, and reporting staff.

1. **Executive Director:** The Executive Director must have a minimum of fifteen (15) years of experience in program management, with at least five years in an executive leadership position. The experience must be in public services infrastructure and/or public-sector development activities. During this time, the Executive Director must have held one position of similar responsibility to that described in the Scope of Services for a project with construction valued at \$500 million or greater for a public-sector infrastructure program. The program must have included the engineering and construction aspects as well as complex environmental planning, permitting, legal considerations and external reporting to a board of directors or other principals in oversight charge of the program. The experience must also include developing and maintaining services relationships with highest level of local, state and federal organizations to ensure collaboration and transparency. Experience must have included development of annual financial and strategic plans and initiatives to meet program’s goals and objectives. Referenced experience must demonstrate reporting relationship to a board of directors (or other executive-level reporting body) from which the position received general direction and policy and in turn translated that information into specific program practices, strategic planning, initiative development, performance evaluation, fiscal budgeting and organizational development.
2. **Project Controls Manager:** The Project Controls Manager must have a minimum of fifteen (15) years of experience leading the project controls function with at least one assignment for an infrastructure project valued at \$500 million or greater. In this assignment, the Project Controls Manager must demonstrated experience for project planning and scheduling, cost and budget management, change control monitoring, document control and progress reporting, and selecting and implementing project controls data collection and reporting software. The Project Controls Manager shall demonstrate experience with large-scale project management utilizing Primavera Project Planner and construction management software.
3. **Contracts Manager:** The Lead Contract Manager must have a minimum of fifteen (15) years of experience in the administration of commercial/government contracts. During that time, Contracts Manager must have at least five (5) years of experience leading the procurement and contracting effort for a public-sector project with a construction value of \$100 million or greater. The referenced project experience must include agreement development and contract administration for professional/technical agreements, as well as administration of procurement contracts.

1.9.2 Respondent Firm

The following are required minimum collective qualifications for the Respondent and its sub-consultants as part of this RFQ.

1. Respondents, including sub-consultants, shall have been established providers of the type of services required by the scope of services for at least five years.
2. Respondent’s business shall have been in existence for at least five (5) years providing the type of services required by the scope of services.

1.10 Small and/or Disabled Veteran Business Enterprise (SBE/DVBE) Incentive

1. In order for a Small Business Enterprise (SBE) to be eligible for certification by the California Department of General Services, the small business must meet the following requirements:
 - Be independently owned and operated;
 - Not dominant in field of operation;
 - Principal office located in California;
 - Owners (officers, if a corporation) domiciled in California; and,
 - Including affiliates, be either,
 - A business with 100 or fewer employees; an average annual gross receipts of \$15 million or less, over the last three tax years;
2. A Disabled Veteran Business Enterprise (DVBE) is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 U.S.C. 657f) and by the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC).
3. Firms participating as prime Respondents that qualify as either an SBE and/or DVBE will receive a maximum of five (5) percentage points toward total scoring points (the SBE/DVBE incentive).
4. To receive the SBE/DVBE incentive, SBE/DVBE Respondents must be certified at the time of response submittal and attach acceptable proof of SBE/DVBE status, as set forth in Section 4.1, Response Requirements. Proposing entities interested in obtaining California certification status as SBE or DVBE can apply online at www.caleprocure.ca.gov. Acceptable proof of SBE/DVBE status is:
 - A small business certification issued by the State of California Department of General Services;
 - DVBE certification issued by the State of California.

1.11 Validity

SOQ must be valid for a period of at least 12 months from the closing date and time of this RFQ. SOQ may not be withdrawn after the submission date.

1.12 Pre-Contractual Expenses

Neither SWPCA nor the Authority shall be liable for any pre-contractual expenses incurred by Respondents in the preparation of their SOQ. Respondents shall not include any such expenses as part of their SOQ. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its SOQ in response to this RFQ; submitting that SOQ to SWPCA; negotiating with the Authority any matter related to the SOQ; and, any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.

1.13 Confidentiality

1. SWPCA and the Authority are subject to the Public Records Act, California Government Code Section 6250 et. seq. As such, all required submittal information is subject to disclosure to the general public. Consequently, unless specifically required by the solicitation, respondents should not submit personal data such as driver's license information, social security numbers,

etc. to avoid the possibility of inadvertent disclosure of this personal information. Please note that Metropolitan cannot consider SOQ marked confidential in their entirety.

2. Respondent may provide supplemental information exempt from public disclosure under Gov. Code § 6254, including “trade secrets” under Evidence Code § 1060. Such supplemental information **shall not be material** to the required submittal information and Metropolitan shall be under no obligation to consider such supplemental information in its evaluation.
3. If submitting confidential, supplemental information, such information should be sectioned separately from the rest of the submittal and clearly marked "Confidential." Upon completion of its evaluation, Metropolitan will destroy any confidential, supplemental information submitted, or return such information to Respondent if so requested.

1.14 Protest Procedure

It is assumed that the Authority will establish a protest procedure. Protests must be directed to the Authority, once formed, pursuant to the adopted procedures.

1.15 Award of Contract

After a Respondent is selected, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by the Authority.

1.16 Sample Agreement

Attachment A is a sample agreement. Before submitting your SOQ, you are requested to carefully review and comment as necessary on any of the provisions set forth in the sample agreement. The Authority reserves the right to modify, add or delete any of the provisions of the agreement prior to issuance.

1.17 Task Orders

Attachment B is a sample task order. Respondents should note that the services that may be awarded as a result of this solicitation may be negotiated and ordered through the issuance of a written task order. Task orders will be used to further define elements of services and upon request by the Authority, consultant will complete and submit to the Authority a response to the task order for the specific project or activity, including pricing with a ceiling price. Any special requirements and costs may be negotiated during the Task order proposal process. Task orders will outline the scope of services and may include services methodology, budget, schedule, personnel and any special requirements, such as sub-consultants. All task orders must be approved and signed by both the Consultant and the Agreement Administrator prior to proceeding with any services.

1.18 Certificate of Insurance

Respondent shall state its willingness and ability to provide the Authority with required insurance coverage as set forth in the sample Agreement within seven days of notification of selection for award. The insurance coverage required for this RFQ is as follows:

1.	General Liability	\$1,000,000
2.	Automobile Liability	\$1,000,000
3.	Professional Liability or Errors and Omissions Aggregate	\$1,000,000 \$2,000,000

4.	Servicesers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
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1.19 Definitions

1. Agreement: Contractual document specifying the terms and conditions, and defining the Scope of Services to be performed by the Respondent for a specific project, or on a continuing or on-call basis.
2. Agreement Administrator/Project Manager: The person assigned to administer the services to be accomplished by Consultant and the primary point of contact between the Authority and Consultant.
3. Cost SOQ or Fee Schedule: A summary of costs by major task or project phase showing subtotals and totals to be charged.
4. Consultant: The party entering into an Agreement with the Authority for the performance of the services described in this RFQ.
5. Department of Water Resources: The Department of Water Resources (DWR) is a department within the State of California Natural Resources Agency responsible for constructing, operating, and maintaining the State Water Resource Development System, more commonly known as the State Water Project (SWP);
6. Joint Powers Authority: The Joint Powers Authority (Authority or the Authority) means the Delta Conveyance Design Construction Authority, a proposed public agency to be organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to a joint powers agreement, dated _____, 2018, to actively participate with DWR in the design and construction of the California WaterFix project in coordination with DWR, and under the control and supervision of DWR.
7. Joint Venture: An association of two or more persons or firms engaged in the cooperative effort of providing services described in the Scope of Services for which a SOQ is being submitted.
8. Key Personnel: Lead members of Consultant's team and actual direct participants in the services. Key personnel may include the Consultant's employees or a Sub-consultant.
9. Respondent: A sole proprietor, partnership, corporation, or joint venture making an SOQ or response to this RFQ.
10. Solicitation: A Statement of Qualifications (SOQ), Request for Information (RFI) or Request for Qualifications (RFQ) issued by Department of Water Resources or the Authority.
11. State Water Project Contractors Authority: The State Water Project Contractors Authority is public agency organized under the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to a joint powers agreement, dated April 18, 2003, to provide for the development and delivery of water from the State Water Project to the public agencies contracting with the State of California for a water supply contract.
12. Sub-consultant/Sub-contractor: Any person, firm, or corporation performing services or providing service for the Consultant in support of the Scope of Services for an agreement.

SECTION 2: SCOPE OF SERVICES

2.1 Background

The Authority seeks the services of a highly qualified firm or individual to provide Executive Director (ED) leadership and support functions identified herein for the implementation of \$15 billion CWF during the program's design and construction phases. The planning and major permitting phase for the program is nearing completion, and it is anticipated that the program will commence the implementation phase in late-2018.

Although the Authority has not yet been formed, staff of several of its presumed member water agencies has coordinated in developing this RFQ and scope of services in order that ED leadership can be selected and put in place by the Authority soon after it is formed. This RFQ and scope of services is based on the required ED leadership services being provided to the Authority, at least initially, through a contract arrangement with a firm. The Authority may subsequently determine that the ED services should be provided as a staff position within the Authority or through some other arrangement. Therefore, **Respondents should view the services provided as a result of this solicitation process as potentially short-term in nature.**

2.1.1 Executive Director

The Executive Director will ensure the orderly and seamless transition of the program from the planning phase to the implementation phase, and then usher the program through the design activities, additional permitting and then construction and mitigation activities. The ED Contractor will manage a complex and multifaceted organization charged with design and construction of a multi-billion dollar water infrastructure program. The ED Contractor must be a successful planner and organizer, effective communicator, experienced collaborator, and an external facing leader with the ability to move the development of design and construction of the CWF facilities forward while meeting environmental, permitting and reporting requirements and the needs of the Authority's Board of Directors (Board).

Under the direction of the Board, the Contractor will serve as the California WaterFix ED for the coordination and oversight over the planning, design and construction of the California WaterFix program conveyance project. Reporting to the Board, the ED Contractor develops and recommends to the Board those policies, plans and programs that will effectively meet the needs of the California WaterFix. With overall responsibility for driving organizational excellence, this position offers a diverse range of challenges.

The Contractor will provide necessary staff, in support of the California WaterFix program, as authorized and approved by the Board. The Contractor's team will services collaboratively and cooperatively with the teams within the Authority providing support services to the program. Upon approval, the Contractor will be authorized to perform services per as described by Task Orders issued by the Board within the defined funding and time limits. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services products.

This is a full time position and will be considered an independent contractor; as such, any individual retained in the position will be responsible for all employment-related benefits. Firms interested in filling the position will be required to assign a single individual to fulfill this role and provide information about that individual in their response. The Executive Director will employ or contract for all staff necessary to carry out the duties and responsibilities of the Executive Director's job as set out in this RFQ.

2.1.2 Administrative and Office Support Services

The ED Contractor will provide Executive Director Position function, as well as administrative and office support services to ensure the efficient operations of the ED office. The ED contractor will also provide overall project controls for the program including but not limited to activity scheduling and reporting, program budget/cost planning and monitoring, performance metrics development and reporting, and program documentation. Finally, the ED Contractor will provide contract development and contract administration functions for the overall program. The specifics of each of these roles are described in the following sections of the Scope of services for this RFQ.

2.2 Professional Services Required

Services to be provided by the ED Contractor include:

2.2.1 Executive Director

The ED Contractor will provide a single point of responsibility to the Authority's Board of Directors (Board) for the continued planning and transition to implementation phases of the program. With the concurrence of the Board, the ED will set the overall direction of the Program and coordinate all program execution with the Program Manager and Chief Engineer, and ensure all activities are on schedule, within budget and to specifications. In addition, the ED will lead external interactions, administrative support functions of the program organization, and interaction with DWR and the Authority. The ED will report directly to the Board and will take specific direction from this Board to ensure the goals and objectives of the program are met. The ED Contractor will provide administrative support to the ED to ensure the effective and efficient operations of the ED office. As directed by the Board, the ED has full responsibility for all aspects of the program. Specific responsibilities of the ED include but not limited to:

1. Provides a single point of accountability for the planning, design, construction, and financial aspects of the CWF in accordance with overall program goals and objectives.
2. Provides sufficient administrative support staff to the ED in the performance of regular duties and responsibilities to ensure efficient and effective operation of the ED office
3. Directs development of, and prepares updates of the program's strategic, spending, and business plans to guide the organizations projects and activities.
4. Receives broad direction from the CWF JPA board of directors, and ensures that such direction is implemented into all services performed by the program, and ensures that resulting products are in accordance with the program goals and objectives established by the board of directors.
5. Represents the program, as the chief spokesperson, at meeting, hearings, and conferences with local, State and federal governmental officials on major program policies and issues

6. Initiates, recommends, approves, interprets, and implements policies governing the operations of the program
7. Develops short- and long-range plans for planning, development and construction of the program
8. Directs and is responsible for program-wide functions through a series of direct reports and other subordinate manager/supervisors in accordance with the Organization Chart (to be attached separately to the SOQ).
9. Has the overall responsibility for the selection, termination, development, and performance of program-related staff within the ED office
10. Directs development of the annual budget, and leads services to ensure compliance of the program with planned expenditures and schedules.
11. Services with the board of directors and appropriate program staff to determine the need and timing for program funding requests and disbursements to ensure the efficient and cost effective operations of all program activities.
12. Ensures that the program is implemented in manner to achieve compliance with legal requirements, program audits and other methods of oversight.
13. Ensures that the program contracts and activities are executed in a manner that will achieve compliance with environmental goals and obligations, and permit requirements.
14. Ensures development and maintenance of a program-wide safety policy, as well as overall approach to risk management
15. Has overall responsibility for the administration and management of the program contracts
16. Services with legal counsel to ensure compliance in all relevant areas.
17. Oversees the programs public relations and outreach efforts and ensures continuous liaison to public and communities during the program's implementation phase

2.2.2 Project Controls

The ED Contractor shall provide program-level planning, development, implementation, and oversight of the program's project controls activities. Representative activities include: developing and implementing processes to monitor key metrics for the program as they relate to budget, schedule, quality, contracting and overall program risk. At a program level, these efforts shall be commensurate with the size and complexity of the WaterFix program. This effort will be implemented through a project controls team with a team leadership position. The Program Controls team will track and monitor ongoing program activities. The team will be staffed appropriately to meet the evolving need of the programs services activities. Specific responsibilities of the team include but are not limited to:

1. Plan, develop and maintain the Program's project information management system (PMIS) standards and procedures for program-wide use.
2. Develop standards for cost, schedule, reports and document information for use by all program contractors
3. Develop processes, controls, metrics and benchmarks to track program performance

4. Develop and implement processes to identify places where corrective action should be taken and resources dedicated
5. Function as an overall program reference point for budget, schedule and design changes
6. Develop guidelines for, perform reviews of, and present recommendations related to the program's accepted Services Breakdown Structures (WBS)
7. Establish overall program and task durations, milestones, schedules and WBS based on design team input
8. Performs critical path analysis, and approves schedule submissions (baseline and monthly updates) by Designers, Program Subcontractors, and others
9. Develops and maintains critical path method schedules for environmental permits, documentation and engineering design performed by contractors
10. Coordinate with program's individual projects and sub-projects to ensure compatibility with overall program schedule and cost control methods
11. Communicates and reports program status as it relates to schedule and budget throughout the organization in a timely manner.

2.2.3 Contract Administration

The ED Contractor shall provide Contracts Administration leadership to manage the overall contract administration function for the program. The ED contractor will provide an individual manage a team charged with administering agreements and contracts made with consultants, contractors, vendors, partners and employees. As necessary, the ED Contractor will provide additional staff to this team to ensure that the team is staffed appropriately to meet the evolving need of the programs services activities in this area. Specific responsibilities for this team include but are not limited to:

1. Develops and maintains contract standards and procedures.
2. Coordinates procurement activities across the organization
3. Ensures a competitive dynamic exists for all contracted services across the entity
4. Assists project team in the negotiation of procurement contracts and agreements
5. Ensures the program's procurement process adheres to applicable guidelines, legislation and regulations
6. Ensures adherence to surety bonds and associated statutory requirements
7. Provides analysis of equipment supply options (if needed) and negotiations to identify and capture savings
8. Services with engineering teams to optimize cost of designs
9. Ensures compliance and legal standards are upheld in contracts
10. Maintains contract visibility and awareness across the program
11. Services with the program's auditor to ensure contracts are administered to meet overall program goals and objectives.
12. Provides a systematic process for tracking agreements and their associated task orders/ change orders

2.2.4 Additional Services to be Provided

1. **Document Control:** The ED Contractor will identify, develop and maintain a program-level document control system that is suitable for managing the variety of documents that will be ultimately generated by a program of the size and complexity of the WaterFix.
2. **Supplemental Services:** it is anticipated that specified individual positions within the WaterFix organization will be filled at a future date by utilizing this agreement to bring these positions on-board. At such time, the ED Contractor will be responsible for identifying potential qualified candidates, conducting interviews (in conjunction with appropriate program staff), and on-boarding selected candidates to the program.

2.3 Deliverables

Specific deliverables by the ED contractor in the performance of the activities identified in the scope of services include but are not limited to:

1. Successful oversight, management and delivery of the California WaterFix program, consistent with this Agreement and the direction provided by the board of the directors, including all aspects of the design, construction and environmental mitigation required for the program.
2. Strategic business and financial plans, including annual, quarterly and monthly updates to the board of directors and stakeholders.
3. Operating policies and guidelines for the governance of the program.
4. A complete set of engineering specifications and design standards, operations and maintenance manuals, and associated quality control/quality assurance program
5. A high-functioning, high-performing cohesive team and organizational structure consisting of qualified individuals from DWR, Public Water Agencies, and private industry.
6. Deep and sustained involvement by all relevant stakeholders for the duration of the program.
7. Efficient business management and administration of program, including the use of best practices, to complete the services in an expeditious and economical manner consistent with the best interests of the JPA.
8. Finance plan to ensure adequate funding of program at all stages of program activity.
9. Executed program contracts and activities that are in compliance with environmental and permit requirements.
10. Project controls and best project management policies and procedures to maximize project reporting, efficiencies and costs.
11. Timely notifications and recommendations on significant issues that could or would impact the California WaterFix program.
12. A Program Management Plan for the California WaterFix program that includes project budgets, needed resources, schedules, quality assurance, quality control', risks, and performance measures in accordance with issued task orders.
13. A program management information system, including processes and procedures, for budget, schedule, records management and reporting.

14. Reports and updates program costs, schedules, including significant milestones and resources which compare established baselines and provide corrective action and notification to the Authority Representative when variances occur.
15. Program safety practices in conformance with State, and Federal regulations and policies.
16. A document management system that maintains a library of all California WaterFix program/project documents electronic and written.
17. Oversight on construction contract bidding packages for procuring engineering and construction services in accordance with The Authority's procedures and policies.
18. Oversight, analysis, and quality control of other contractors associated with the California WaterFix to ensure contractual requirements are consistent and complete.
19. Comprehensive program schedules addressing all program activities from program development through program close-out, measuring progress against these schedules, identifying and reporting trends and variances and recommending corrective actions.
20. All financial information, whether in written or electronic form, including: books, records, documents, copies of receipts, and other evidence pertinent to the performance of the services in accordance with the provisions of this Contract.
21. Property acquisition and right-of-way program activities to support overall program objectives and timelines.
22. A thorough and robust public relations and communication efforts with respect to design and construction activities

2.4 Location of Services

ED Contractor's key personnel will be required to services from the CWF program office in the greater Sacramento area, with staff from the Authority, DWR, other agencies and contractors.

2.5 **Respondent Contact Information**

Respondent's contract representatives during the term of this agreement will be:

(Name of Respondent)
(Name of Contact)
(Street Address)
(City, State Zip Code)
Phone:
Fax:
Email:

SECTION 3: EVALUATION CRITERIA

The following evaluation criteria will be used for the evaluation and selection of Respondent for contract award. Each SOQ will be competitively evaluated on its relative strengths and weaknesses against the following criteria listed below and as described in Section 4. The order of the listed criteria is not indicative of their priority, weighting or importance. Respondent shall provide information for the statements listed below as part of the SOQ.

3.1 Firm Performance and Experience (20 Points)

1. Based on your firm's expertise and qualifications, please explain why your firm and/or team is best suited to provide the services requested under this solicitation.
2. Provide firm's overall experience, technical competence and qualifications to provide the required services. Highlight firm's qualifications relative to the minimum requirements of the RFQ.
3. Successful delivery on past projects of similar scope and complexity
4. Evaluation of past and pending litigation or claims
5. Quality of reference checks, including completing tasks on time, within budget, etc.
6. Identification of firm's responsibilities, problems/issues encountered, and solutions recommended, and the final outcome
7. Experience and qualifications of any subcontractors proposed for the program

3.2 Personnel Performance and Experience (40 Points)

1. Based on the expertise and qualifications of key personnel, please explain why these individuals are best suited to provide the services requested under this solicitation.
2. Experience and qualifications of Key Personnel and additional Significant Positions
3. Quality of reference checks, including completing tasks on time, within budget, etc.

3.3 Technical Approach and Schedule (25 Points)

1. The applicant demonstrated a thorough knowledge of the CWF program
2. The applicant has given clear evidence through narratives and examples of prior services that the applicant has the capability to carry out the services for a program of this complexity and magnitude
3. Thoroughness and efficiency of plan to accomplish the tasks requested
4. Identification of unique challenges and approaches to address them
5. Identification of potential program cost and time saving strategies

6. Integration with Authority management and teams, including project and document controls functions

3.4 Fee Schedule (10 Points)

1. Respondent shall use **Attachment H** to submit its fee schedule for Key Personnel.
2. Respondent shall submit a separate fee schedule with hourly fees for all classifications and list any known non-labor / other direct costs. The Authority will reimburse non-labor /other direct cost only at Consultant's actual cost.
3. Respondents must provide appropriate rates with their proposed personnel based on the required services.
4. The Authority may accept and incorporate the submitted fee schedule as part of the award/agreement process without further negotiations or, alternatively, may use it as the basis for negotiations. Consequently, Respondents are encouraged to provide their best pricing.

3.5 Small and/or Disabled Veteran Business Enterprise (SBE/DVBE) Incentive (Five Points)

1. Respondents (primes) who qualify as a Small Business Enterprise or Disabled Veteran Business will be awarded five (5) percentage points toward the total number of evaluation points. The SBE/DVBE status of Respondents will be verified using www.caleprocure.ca.gov.

SECTION 4: STATEMENT OF QUALIFICATIONS INSTRUCTIONS

4.1 **Response Requirements**

1. The information requested below will be used to evaluate the Respondent's SOQ based on the criteria outlined in Section 2. Respondents may be deemed non-responsive if they do not respond to all Sections listed in number 4 below.
2. Readers of Respondent's SOQ need to quickly navigate to points of reference for locating important information. Therefore, it is preferable that your SOQ include a table of contents.
3. SOQ must be prepared simply and economically, providing a straightforward, concise description and information to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **A material departure from the format requirements listed herein may render the SOQ as non-responsive.**
4. The SOQ should contain, at minimum, sufficient information for an objective evaluation of whether the criteria described in Section 3 Evaluation Criteria are met. SOQs shall be limited to 60 double-sided sheets (120 pages) excluding cover letter, dividers, resumes, licenses, registration, or other required attachments. The SOQ shall not contain any font smaller than 10 point. Sheet size should be 8½" by 11" or 11" by 17" if necessary for figures or graphics.
5. SOQ shall be organized in separate sections tabbed with corresponding letters and related headings in the order presented below:
 - A. Cover Letter/Introduction and Brief Statement of Understanding
 - B. Executive Summary
 - C. Minimum Requirements
 - D. Firm Performance and Experience
 - E. Personnel Performance and Experience
 - F. Technical Approach and Schedule
 - G. Fee Schedules
 - H. Small and/or Disabled Veteran Business Enterprise (SBE/DVBE) Incentive
 - I. Respondent's Contact Information Form
 - J. Respondent's Compliance Form
 - K. Conflict of Interest Statement
 - L. Employment of Active or Retired CalPers Members

A. Cover Letter/Introduction and Brief Statement of Understanding

Provides information regarding the Respondent's understanding of the services to be performed and its ability to meet the requirements of this RFQ. This letter shall include information identifying the corporate structure of the Respondent. This letter must also include the following information:

- Respondent Information
- Name of Firm (as it appears on W-9 Tax form)
- Other Name(s) of Firm (with acronym)
- SBE/DVBE (Yes/No)
- Address
- City, State & Zip
- Main Telephone
- Contact Name
- Contact Telephone
- Contact Facsimile
- Contact E-mail Address

Printed company literature that serves to substantiate qualifications or that provides other pertinent information may be included in Section D.

The letter must be signed by an individual authorized to bind the submitting entity or by two (2) corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code. An unsigned Cover Letter may be grounds for rejection of SOQ.

B. Executive Summary

The Executive Summary shall provide abbreviated details on the methodology proposed for performing the services described in Section 2, Scope of Services as well as the qualifications for the type of services expected to be performed. The Executive Summary shall:

- Identify the project role of each of the proposed key staff/team members and subcontractors and their credentials for serving that role. Include any specialized experience or other credentials related to providing geotechnical engineering services during design phase.
- Designation of lead person for the Contract (Contract Manager)

C. Minimum Requirements

Respondent shall herein demonstrate that it meets the minimum requirements by identifying and providing a narrative on how it meets each of the minimum requirements described in Section 1.9.

D. Firm Performance and Experience

Respondent shall describe in detail their firm's qualifications and past experience that demonstrates the ability of the Respondent and their sub-contractors to perform services similar in scope and size to that required in this RFQ. Specifically, this referenced services experience shall be related to major infrastructure facilities constructed under multiple construction contracts.

Each Respondent and sub-contractor shall provide a detailed listing of past and pending litigation or claims within the last ten years.

Respondent shall cite projects (no more than 5) serviced on within the 10 years that are most relevant to the services requested under this RFQ. For each, provide the project title, a brief narrative/description, and indicate the firm's role (Lead firm, subcontractor, support, etc.), and the final product, outcome and the benefits realized by the client as a result of the services. FOR EACH PROJECT NOTED, CLEARLY IDENTIFY YOUR FIRM'S DIRECT ROLE ON THE SPECIFIC PROJECTS AND NUMBER OF STAFF ASSIGNED TO THE PROJECT. A table format is preferred. List the most current projects first. Please provide all pertinent information including but not limited to:

- Client name and address
- Client contact name, telephone and fax number, and email address
- Dates during which the Respondent provided executive leadership services
- Contractor contract value on project and total value of overall program
- Names of key personnel of the Respondent's team that participated on the named projects and their specific responsibilities

Please choose three projects from those cited above that best demonstrate your firm's qualifications and provide a detailed description of each. Two of those must be non-DWR projects. Identify your firm's responsibilities, problems/issues encountered, solutions recommended, and the final outcome and the benefits realized by the client as a result of the services. The Authority may contact these references; please provide only those with which such contact will be allowed. Please include such information as listed below:

- Provide examples of Respondent's expertise in providing executive director leadership services to clients on major infrastructure projects similar to the services requested under this RFQ.
- Provide specific project details, including overall project/program budgets/costs for design phase of services, construction contract values, program/project duration (initial and final durations for design and construction phases), and total contract amount of services performed under the direction of your firm.
- Discuss any unusual project management or other unique or challenging issues and how addressed.

For each proposed subcontractor, provide a description of at least three programs/projects that are similar to those described in Attachment A Scope of services within the past 10 years, specific to their proposed responsibilities on this contract.

E. Personnel Performance and Experience

This section shall describe in detail the relevant experience and qualifications of each Key Personnel. Respondent shall describe its personnel's qualifications, including professional licenses, certifications, and relevant experience that demonstrates the ability of the personnel to perform services similar in scope and size to that required in this RFQ. Specifically, this referenced services experience shall be related to experience in providing Executive Director leadership services for large infrastructure projects constructed under multiple construction contracts.

FOR EACH PROJECT NOTED, CLEARLY IDENTIFY THE KEY PERSONNEL'S DIRECT ROLE ON THE SPECIFIC PROJECTS. A table format is preferred and the information may be combined with the

table required in Part D for Respondent Experience. List the most current projects first. Please provide all pertinent information including but not limited to:

- Client name and address
- Client contact name, telephone and fax number, and email address
- Dates during which the Key Personnel provided services and their names
- Contractor contract value on project and total value of overall program

For each Key Personnel, please choose three projects from those cited above that best demonstrate their qualifications and provide a detailed description of each. Two of those must be non-DWR projects. Identify their responsibilities, problems/issues encountered, solutions recommended, and the final outcome and the benefits realized by the client as a result of the services. The Authority may contact these references; please provide only those with which such contact will be allowed. Please include such information as listed below:

- Provide examples of Key Personnel's expertise in providing executive director leadership services to clients on major infrastructure projects similar to the services requested under this RFQ.
- Provide specific project details, including overall project/program budgets/costs for design phase of services, construction contract values, program/project duration (initial and final durations for design and construction phases), and total contract amount of services performed under the direction of your firm.
- Discuss any unusual project management or other unique or challenging issues and how addressed.

F. Technical Approach and Schedule

In this section, the Respondent shall provide a detailed discussion of the understanding of California WaterFix (CWF) and how the Respondent proposes to execute the services to support program goals and deliver requested services. Based on Respondent's similar past experience provide a description of the anticipated procedures and general approach that will be used to perform the requested services.

The Respondent shall address the time availability and commitment of the Key Personnel and subcontractors assigned to the project relative to their involvement with other ongoing or expected projects. The Staffing Plan shall address ability and commitment to undertake this services immediately and in accordance with the overall program schedule, and dedicate the necessary personnel and resources to the project to meet the proposed schedule.

In addition to the Key Personnel listed in the Minimum Requirements section above, the Respondent, at their discretion, should identify additional significant positions that may be required to accomplish the scope outlined for this contract. Sufficient information to properly evaluate the relevant qualifications and experience of such individuals shall be provided.

Respondents shall identify all proposed subcontractors intended to be contracted with to provide the services described in this RFQ. Please note that rate schedules for subcontractors are required in Selection Criteria and Evaluation Process. Subcontractors providing any of the "Key Personnel" positions shall provide resumes as noted above.

At this time, DWR is in the process of evaluating different ways of implementing the CWF including possible construction in stages, with the first stage consisting of two North Delta

intakes instead of three, and one main tunnel instead of two. The second stage of construction would complete the facilities as approved at a subsequent time. Respondent shall address how its submittal may be affected if there is a staged implementation.

J. Fee Schedules

Respondent shall use **Attachment G** to submit its fee schedule for Key Personnel.

Respondent shall submit a separate fee schedule with hourly fees for all classifications and list any known non-labor / other direct costs as footnotes to the fee schedule. The Authority will reimburse non-labor /other direct cost only at Consultant's actual cost. Respondents must provide appropriate rates with their proposed personnel based on the required services.

H. Small and/or Disabled Veteran Business Enterprise (SBE/DVBE) Incentive

Respondents that qualify as either a SBE and/or DVBE and wish to receive SBE/DVBE incentive points must include its acceptable proof of certification status in a separate attachment.

I. Respondent's Contact Information Form

Respondent shall complete and submit herein, **Attachment C**. (You may include additional lines if needed.)

J. Respondent's Compliance Form

Respondent shall complete and submit herein, **Attachment D** and if applicable, attach additional information.

- Validity of SOQ
- Statement of Compliance
- Certificate of Insurance
- Financial Information

K. Conflict of Interest Statement

Respondent and its sub-consultants must complete and submit herein the Conflict of Interest Statement attached herein as **Attachment E**.

L. Employment of Active or Retired CalPers Members

If applicable, Respondent and its sub-consultants must complete and submit herein the Employment of Active or Retired CalPers Members form attached herein as **Attachment F**.

M. Respondent's Participation Form

Respondent must complete and submit the requested information for all prime consultants, partners and sub-consultants in the form attached herein as **Attachment I**.

SECTION 5: **EVALUATION PROCESS AND NEGOTIATIONS**

5.1 Overview

Although DWR is administering this RFQ solicitation, it will be the Authority, with assistance from DWR, if necessary, that will evaluate responses and award the contract. Responses shall be submitted to the State who will hold them unopened for forwarding to the Authority once it is formed.

5.2 Evaluation Process

1. The SOQ will initially be reviewed by the Authority to verify compliance with submission instructions, response requirements, and minimum qualifications. Any SOQ not meeting the minimum qualifications will be deemed non-responsive.
2. SOQ evaluation will commence immediately following the review conducted by the Contract Analyst. During the evaluation process, the evaluation panel may request clarification, as necessary, from Respondents. Respondents should not misconstrue a request for clarification for negotiations. It is anticipated that the evaluation process will be completed within approximately 30 to 45 servicesing days. Respondents will be notified via email regarding the status of its SOQ.
3. Following the evaluation of the submitted SOQ, a short list of the most qualified Respondents may be developed based on the criteria outlined in Section 3. The Authority may elect to have the short list of Respondents give oral presentations. Short-listed Respondents must be prepared to give their presentation within five (5) business days of the request by the Authority. The evaluation panel may ask questions about Respondent's written SOQ and other issues regarding the scope of services. The short-list interview may be evaluated and scored. Authority may ask short-listed firms to submit a best and final offer for further evaluation.

5.3 Negotiations

Negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with Respondent. Therefore, SOQ submitted should contain the Respondent's most favorable terms and conditions. If the Authority engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. The Authority may elect to contact another firm submitting an SOQ. This sequence may continue until an agreement is reached.

5.4 Time Schedule

RFQ Addendum Published: January 26, 2018
Mandatory Pre-Submittal Conference: February 5, 2018
Questions/Clarifications Deadline: February 15, 2018
SOQ Submission Deadline: March 2, 2018 by 2:00 pm

REQUEST FOR QUALIFICATIONS

RFQ-2

ATTACHMENTS

- Attachment A: Sample Agreement
- Attachment B: Sample Task Order
- Attachment C: Respondent's Contact Information Form
- Attachment D: Respondent's Compliance Form
- Attachment E: Conflict of Interest Statement
- Attachment F: Employment of Active or Retired CalPERS Members
- Attachment G: Fee Schedule/Cost Proposal/ Payment Schedule
- Attachment H: Allowable Travel Expenses
- Attachment I: Respondent's Participation Form

Attachment A: SAMPLE AGREEMENT

THE DELTA CONVEYANCE DESIGN CONSTRUCTION JOINT POWERS AUTHORITY

AGREEMENT NO. 00000

FOR CONSULTING SERVICES

This Agreement is between THE DELTA CONVEYANCE DESIGN CONSTRUCTION JOINT POWERS AUTHORITY, a public agency organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.), hereinafter referred to as the Authority, and [CONSULTANT NAME], hereinafter referred to as Consultant.

Explanatory Recitals

1. The Authority is a public agency of the State of California organized pursuant to the Joint Exercise of Powers Act (California Government Code Sections 6500, et seq.) pursuant to a joint powers agreement, dated _____, 2018, to actively participate with the California Department of Water Resources in the design and construction of the California WaterFix (CWF) conveyance project.

2. The Authority requires the services of Consultant(s) to provide Executive Director leadership for the program along with administrative support and program controls services.

3. The Authority does not guarantee that the services stated in the scope of services will be required for the entire duration of the agreement.

4. For the period in which the Consultant is providing Executive Director services as described in this RFQ, the Consultant, including their affiliates, subsidiaries, and/or affiliated construction contractors, will be precluded from proposing on other services for the CWF or bidding on construction projects for the CWF.

5. The Authority desires to retain Consultant, and Consultant desires to perform the services required by The Authority according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Work

a. The Authority hereby engages Consultant to provide The Authority the services described in detail in the Scope of Work attached hereto as Exhibit _____.

b. All services related to the scope of services will be ordered, and as necessary further defined, through the issuance of a written Task Order. All Task Orders must be completed and signed in a form agreeable to both parties prior to proceeding with services. Any additional sub-consultants not included in the Fee Schedule for this Agreement will be identified through the issuance of a Task Order. Prior to acquiring the additional sub-consultants, a copy of sub-consultants’ fee schedules must be submitted and approved by the Agreement Administrator as part of the Task Order. A sample Task Order form is attached hereto as Exhibit ____.

c. [APPLICABLE ONLY IF CONSULTANT IS AN ACTIVE OR RETIRED CALPERS MEMBER.] Based on California Public Employees Retirement System (CalPERS) and Public Employees Pension Reform Act (PEPRA) regulations, as a retired employee, Consultant is limited to 960 working hours per fiscal year. Therefore, the Authority shall require Consultant to provide an accounting of all hours worked in each fiscal year to provide to CalPERS as required by these regulations. The reporting of hours shall be coordinated through the Agreement Administrator. It is Consultant's responsibility to ensure that hours are provided accurately and it is the Authority's responsibility to ensure that Consultant's hours are reported to CalPERS accurately. The Authority will also monitor Consultant's total work hours to ensure work is not assigned in excess of 960 hours in a fiscal year.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from _____ through _____, subject to earlier termination pursuant to [REFER TO TERMINATION PARA. 27] below.

3. Agreement Administrator

a. In performing services under this Agreement, Consultant shall coordinate all contact with the Authority through its Agreement Administrator. For purposes of this Agreement, the Authority designates [MR./MS. NAME] as the Agreement Administrator. The Authority reserves the right to change this designation upon written notice to Consultant.

b. The acceptability of all services performed for this Agreement shall be determined by the Authority's Agreement Administrator. To the extent not otherwise established herein, the Authority's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to the Authority.

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of [MR./MS. KEY PERSONNEL NAME], who shall administer all work under this Agreement and shall coordinate directly with the Authority. Any substitution of key personnel must be approved in advance by the Authority's Agreement Administrator and the Agreement shall be amended to reflect the changes.

5. Independent Contractor

Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of the Authority.

6. Sub-consultants

a. Consultant shall be responsible to the Authority for all services to be performed under this Agreement. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Consultant shall be liable and accountable for any and all

payments or other compensation to all sub-consultants performing services under this Agreement. The Authority shall not be liable for any payment or other compensation for any sub-consultants.

b. Consultant's contracts with sub-consultants shall require sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.

c. As applicable, Consultant's use of sub-consultants shall adhere to the requirements of the Authority as provided herein.

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, the Authority will compensate Consultant in accordance with the Fee Schedule, attached hereto as Exhibit _____. This Fee Schedule shall include the rates and expenses of sub-consultants and shall remain in effect for the duration of this Agreement. The Fee Schedule may be modified through issuance of a Task Order where modified rates and expenses for the task order work have been agreed to.

b. The Authority will only pay Consultant's expenses to the extent allowable expenses are identified in this Agreement. The Authority shall pay Consultant for allowable expenses, including work and expenses of any sub-consultant, only at Consultant's actual cost, unless an approved mark-up is specifically provided in the Fee Schedule. No payment will be made for expenses or other charges not included in this schedule, including other direct costs, sub-consultants' fees and expenses.

c. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in Exhibit ____, attached hereto.

8. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$000,000. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$000,000 [per agreement year] (80% of maximum amount allowable). Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

9. Billings and Payments

a. Consultant shall submit monthly invoices to the Authority's Accounts Payable Section, whose email address is _____, and provide a copy to the Agreement Administrator at, _____. Consultant address change

must be submitted in writing to the Authority at _____. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, the Authority's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and cumulative total amount previously invoiced.

ii. Those invoices with consultant and sub-consultant labor charges shall be itemized by date of service, employee name, title/classification, corresponding labor rate, number of hours worked, description of work performed, total amount due for labor charges, and shall include the following affirmation:

"By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for the Authority under this Agreement and these hours have not been billed on any other client invoices."

iii. Invoices shall itemize allowable expenses and include receipts for which reimbursement is sought. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the appropriate Task Order.

c. Subject to the approval of the Agreement Administrator, The Authority shall make payment to Consultant 30 days after receipt of the invoice. Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid.

10. Small and/or Disabled Veteran Business Enterprises (SBE/DVBE)

a. It is the policy of the Authority to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by the Authority by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises.

b. Consultant shall use reasonable efforts to utilize the services of Small and/or Disabled Veteran Business Enterprises. Consultant should identify each SBE/DVBE sub-consultant in Attachment I, Respondent's Participation Form.

c. Consultant shall not substitute a SBE/DVBE firm without obtaining prior approval of the Agreement Administrator. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted entity.

d. In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy The Authority may have under this Agreement or by operation of law, in this event The Authority:

i. May withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of the Authority's audit of books and records of Consultant and its sub-consultants.

ii. In the event Consultant falsifies or misrepresents information contained in the form or other willful noncompliance as determined by The Authority, The Authority may disqualify the Consultant from participation in other the Authority contracts for a period of up to 5 years.

11. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

12. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

13. Use of Materials

a. The Authority will make available to Consultant such materials from its files as may be required by Consultant to perform services under this Agreement. Such materials shall remain the property of the Authority while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to the Authority any property of the Authority in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. The Authority may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which The Authority deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by The Authority, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

14. Intellectual Property

a. All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for the Authority under this Agreement shall be the property of the Authority. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

b. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for the Authority, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to The Authority, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for the Authority, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

c. Consultant shall promptly notify the Authority, in writing, of all intellectual property conceived or developed in the course of Consultant's work for The Authority under this Agreement.

d. Consultant shall assign and does hereby assign to the Authority all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for the Authority.

e. Consultant shall cooperate in the execution of all documents necessary to perfect the Authority's right to intellectual property under this Agreement.

f. When requested by the Authority, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

g. When requested by the Authority or upon termination of this Agreement Consultant shall promptly erase copies of all the Authority intellectual property from Consultant's computers.

15. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold the Authority harmless against all claims raised against The Authority based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for the Authority, or that the Authority has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Legal Requirements

Consultant shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

17. Guarantee and Warranty

a. Consultant guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of the Authority's other rights or remedies, the Authority may require Consultant to re-perform any of said services which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. The Authority's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Access to the Authority Premises

a. Due to security and safety concerns, Consultant shall verify that all persons employed or engaged by it or its sub-consultants to work without escort on The Authority's premises are eligible for employment under all state and federal laws; have no pending criminal proceedings and have had no criminal convictions for the past seven (7) years, or if not, prove to the Authority's satisfaction including but not limited to providing an affidavit that the individual does not pose a security risk; and has been consistently employed for the past five (5) years with no major unexplained gaps in employment. Additionally, Consultant shall verify that all persons employed or engaged by Consultant or its sub-consultants who drive or operate machinery requiring specialized permits or licenses on the Authority's premises have a valid license to do so. Consultant shall maintain in its files criminal and employment background checks and all other documents supporting its verification of the above requirements and shall, upon the Authority's request, provide copies of or access to all such records.

b. For each person scheduled to work on the Authority's premises, Consultant shall submit to the Authority the name and written verification of the above requirements at least 10 work days prior to the first proposed work start date on The Authority's premises. Consultant or sub-consultant personnel requiring access to The Authority premises shall be prepared to present to security the following:

i. Federal or State issued photo identification such as California Driver's License or Passport. Matricula I.D.'s are not acceptable.

ii. Employee identification indicating that the individual(s) seeking access is/are current employee(s) of the Consultant or sub-consultant performing services for the Authority.

When circumstances require that Consultant or sub-consultant personnel be issued an access badge to areas within the facility, Security will generate a badge available for pickup at the guard station by the individual(s) requiring access. Said individual(s) shall be prepared to leave a valid picture identification with Security in exchange for receipt of the access badge. As a condition of leaving the premises, said individual(s) shall return the access badge to Security in order to receive the provided identification.

c. Upon the Authority's notice, Consultant shall bar from the Authority's premises any Consultant or sub-consultant employee who, in the opinion of the Authority, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or the Authority's operations.

19. Indemnity

a. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property due to the negligence, recklessness or willful misconduct in the performance of this Agreement.

b. Consultant shall defend, indemnify, and hold harmless the Authority, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or sub-consultants relating to his or her employment status with the Authority and/or rights to employment benefits from the Authority.

20. Insurance

a. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

b. Consultant shall sustain proof of insurance coverage in an updated ACORD form, attached hereto as Exhibit ___ and incorporated by reference, during the term of this Agreement. Failure to provide the updated insurance ACORD form annually may result in the withholding of Consultant's invoice payment. Consultant shall list the agreement number on the ACORD form and email to the Authority's Agreement Administrator at _____ and a copy to: _____.

c. Minimum Scope of Insurance

Coverage shall be at least as broad as:

i. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).

ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, (any auto).

iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

iv. Professional Liability or Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability."

d. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- i. General Liability: Including operations, products and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
- iv. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim, with a \$2 million aggregate.
- e. Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the Authority, its officers officials, employees, agents and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- f. Verification of Coverage: Consultant shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements and certificates are to be received and approved by the Authority prior to the commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage, and coverage binders required by these specifications at any time.
- g. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from the Authority, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.
- h. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:
 - i. The Authority, its officers, officials, employees and agents are to be covered as additional insureds as respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
 - ii. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respect to the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers,

officials, employees or agents shall be excess of the Consultant's insurance and shall not contribute with it.

iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.

iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

i. Other Endorsements and Insurance Provisions

i. All rights of subrogation under the property insurance policy (if any) have been waived against the Authority.

ii. The workers' compensation insurer, agrees to waive all rights of subrogation against the Authority for injuries to employees of the insured (Consultant) resulting from work for the Authority or use of the Authority's premises or facilities.

iii. If General Liability, Pollution and/or any Asbestos Pollution Liability and/or professional liability or Errors & Omissions coverage are written on a claims-made form:

1) The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained for at least five (5) years after completion of the contract work. On the Authority's request, Consultant shall provide evidence of insurance verifying that coverage is/was in effect during said five-year period.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the Authority for review.

21. Audit

a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. The Authority will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from the Authority, Consultant shall cooperate fully with any audit of its billings conducted by the Authority and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

22. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA

The parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Consultant agrees to submit to The Authority evidence of compliance with this paragraph as applicable, within 30 days of a request.

23. Prohibited Relationships with Sanctioned Countries and Persons

Consultant represents and warrants that both 1) Consultant, and 2) to Consultant's knowledge, its directors, officers, employees, subsidiaries and sub-consultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Consultant is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, The Authority shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

24. Conflict of Interest and Gift Restrictions

a. Consultant represents that it has advised the Authority in writing prior to the date of signing of this Agreement of any known relationships with a third party, the Authority's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between The Authority's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform the Authority, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

c. Consultant is hereby notified that Sections 7130 and 7131 the Authority's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit the Authority Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of the Authority's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC regulations. Consultant agrees not to provide any prohibited compensation, reward or gift to any The Authority Board member, officer or employee.

25. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator. **This provision survives the termination of this Agreement.**

26. Use of the Authority's Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which The Authority's name is used, or its identity implied without the Agreement Administrator's prior written approval. **This provision survives the termination of this Agreement.**

27. Termination

a. The Authority may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. The Authority's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

28. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than the Authority, or another party to this Agreement), war,

insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

29. [NOT USED]

30. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

The Authority	Consultant's name
Address	Address
Address	Address
Attention: Agreement Admin.'s	Attention: Mr./Ms. Name

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

31. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

32. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be _____ County, California.

33. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A

waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

34. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

35. Joint Drafting

Both parties have participated in the drafting of this Agreement.

/////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

THE AUTHORITY

NAME OF FIRM (ALL CAPS)

By _____

By _____

Print name _____

Name _____

Title _____

Title _____

Date _____

Date _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President, or any Vice President.)

APPROVED AS TO FORM:
General Counsel

By _____

By _____

Print name _____

Title _____

Date _____

Date _____

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer, or any Assistant Treasurer.)

Analyst Initials: agr# - date
In duplicate
Attachments

Attachment B: SAMPLE TASK ORDER FORM

Task Order			
Task Order No.:		Agreement No.:	
		Revision No.:	
Consultant:			
Authorized sub-consultant(s):			
Other Direct Costs: (Description and dollars)			\$
Scope of Services Required			
Deliverable Items			
Period of Performance:	From:		To:
<input type="checkbox"/> Not to Exceed	<input type="checkbox"/> Fixed Price Amount	\$	
Payment Schedule			
Approvals			
Authorized Consultant Representative:			Date:
Agreement Administrator:			Date:

Notice to the Authority Agreement Administrators: Be advised to perform due diligence when issuing task order to ensure compliance with common-law employment/PEPRA procedures. Questions on these policies should be directed to Human resources. General contractors with relationship(s) to the design consultant, including affiliates and/or subsidiaries, shall be precluded from bidding on the project that they have been contracted to provide preliminary or final design services for the Authority.

Attachment C: RESPONDENT'S CONTACT INFORMATION FORM

Respondent Information		
Name of Firm (As it appears on W-9 Tax form)		
Other Name(s) of Firm (with acronym)		
Type of Firm (Sole Proprietorship, Limited Liability Corporation, Corporation, Partnership)		
Indicate SBE/DVBE or "no"		
Federal ID # and State	ID#:	State:
D&B Duns No.		
Business Address City, State, Zip Code (For Contract Correspondence)		
List local business office address in The Authority's service area in order to receive Regional Business incentives if different from above address.		
Main Telephone		
Contact Name (Mr./Ms.)		
Contact Telephone /Facsimile	Telephone:	Facsimile:
Contact E-mail Address		
Sub-consultant(s) Information		
Firm Name		
Address		
City, State & Zip		
Firm Name		
Address		
City, State & Zip		
Firm Name		
Address		
City, State & Zip		

(You may attach additional sheets if needed)

Attachment D: RESPONDENT'S COMPLIANCE FORM

Name of Firm:

**RESPONDENT SHALL RESPOND HEREIN TO EACH OF THE SECTIONS BELOW AS REQUESTED.
YOU MAY ATTACH ADDITIONAL SHEETS IF NEEDED.**

Validity of Proposal

Responses to this RFP shall be valid for a period of at least 12 months. Submissions not valid for at least 12 months will be considered non-responsive. The Respondent shall state herein the length of time for which the submitted Proposal shall remain valid.

Include your response here:

Statement of Compliance

Respondent shall include in this section either a statement of compliance with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a list of exceptions. The list of exceptions must include: suggested rewording / changes; reasons for submitting the proposed exception; and any impact the proposed exception may have on the services to be provided.

Include your response here:

Certificate of Insurance

Respondent shall state herein the willingness and ability to provide the required insurance coverage and ACORD insurance form. Insurance requirements are listed in Section 1 herein and in the Sample Agreement. The Authority shall request the actual ACORD insurance form when recommendation for award is made.

Include your response here:

Financial Information

Respondent must indicate herein its willingness to provide this information. If requested, Respondent shall submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles. The financial statement must include a balance sheet and income statement and if requested shall be submitted as audited financial statements. Respondent must be prepared to substantiate all information shown. At its discretion, The Authority may accept other financial information that allows for an analysis of the Respondent's financial condition. For agreements valued at \$100,000 or more, The Authority may require a Dunn and Bradstreet report on respondent(s) recommended for agreement award.

Include your response here:

Attachment E: POTENTIAL CONFLICTS OF INTEREST ACKNOWLEDGEMENT

Prime Consultant/Contractor: _____

Sub-Consultant/Contractor: _____

All sub-consultants/contractors must complete an acknowledgement form as well as the Prime.

If this form is completed by a sub-consultant/contractor, please check this box.

State law prohibits the Authority directors, officers, and employees (“the Authority officials”) from making, participating in making, or attempting to influence any the Authority decision in which they have a triggering personal financial interest. An Authority official may have a personal financial interest in a decision if it would foreseeably and materially affect the expenses, income, assets or liabilities of the official or an immediate relative (spouse, domestic partner, child or step-child [including adults], parent or step-parent, parent-in-law, sibling, grandparent, or grandchild). In some cases, a financial conflict of interest can render a contract void and require restitution of all payments, even for work already performed. Conflicts of interest also can expose individuals to administrative or criminal penalties. In many cases, the conflict can be avoided if the Authority official formally recuses himself or herself from the decision-making process.

Receiving or soliciting political campaign contributions also can require an Authority director to publicly disclose the conflict and take no part in the decision-making process.

Because the Authority has not yet been established and the Authority officials at this time are unknown, the Authority will seek additional information from you during the SOQ evaluation process to evaluate potential conflicts prior to any final decision and award of a contract.

In order to be considered for award, Respondents must answer questions during the evaluation process that will assist the Authority and its officials, as well as the consultant, vendor, contractor, or any sub-consultants or contractors, in recognizing and avoiding financial conflicts of interest. The Authority will provide the names of the Authority officials at that time. The Authority will review and make a determination regarding whether any actual or potential disqualifying conflicts exist, and to review options for avoiding a conflict. Failure to fully disclose information or potential conflicts, may result in disqualification or rejection of the subject proposal, agreement, or contract.

Questions that may be asked by the Authority include:

1. To the best of your knowledge, have you or has your firm employed or contracted for the services of any individual(s) who served as a The Authority director, officer, or employee within the past 36 months?
2. To the best of your knowledge, do any current Authority directors, employees, or their immediate relatives, have either of the following financial relationships with you, your company, or with any proposed sub-consultant or contractor?

For purposes of this question, “Immediate relative” means any spouse, domestic partner, child or step-child (including adults), parent or step-parent, parent-in-law, sibling, grandparent, or grandchild.

3. To the best of your knowledge, within the past 12 months, have you or your firm provided anything listed below to any Authority official or immediate relative?

Gift or gifts (such as food, beverage, entertainment, or travel) aggregating \$50 or more in value	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Income (i.e., as an employee, consultant, supplier, service provider, etc) aggregating \$500 or more in value.	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Loan or loans of \$500 or more.	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Loan repayments of \$500 or more.	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>

4. Within the past 12 months, have you, any parent, or your firm (or subsidiary) offered employment or any other business opportunity to any Authority official or immediate relative?

5. Within the past 12 months, have you or any of your officers, employees, or agents:

Made a political contribution of \$250 or more to the campaign or committee of any member of the Authority's Board of Directors who is an elected official or candidate for elective office?	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Received any solicitation for a political campaign contribution of \$250 or more from any member of the Authority's Board of Directors or its General Manager?	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>

Acknowledged:

Name (type or print)

Company

Title

Date

X

Attachment F: EMPLOYMENT OF ACTIVE OR RETIRED CALPERS MEMBERS

Prime Consultant/Contractor: _____

Sub-Consultant/Contractor: _____

All sub-consultants/contractors must complete a disclosure form as well as the Prime.

If this form is completed by a sub-consultant/contractor, please check this box.

The laws governing administration of the California Public Employee Retirement Systems (CalPERS) require The Authority to be aware whenever an active CalPERS member or CalPERS retiree engages in work related to The Authority. Many current and former public employees within California are CalPERS members.

1. Are you or any of your officers or employees of your company an active or retired CalPERS member?

[Yes]

[No]

If yes, please provide name(s) and approximate CalPERS retirement date(s) and CalPERS identification number(s) if applicable:

I declare that the foregoing is true and correct.

Name (type or print)

Company

Title

Date

X

****To insert your digital signature, right click the "X" above > click "sign"***

Attachment G: FEE SCHEDULE

RFQ No. _____

RFQ Title: Executive Director

Prime Consultant Name: _____

Respondent shall provide fee schedules for all classifications of personnel that will be working on the project in a separate attachment. In addition, the Respondent shall provide the information requested in the table below for the Key Personnel listed in the proposal.

Key Personnel Title	Name of Key Personnel	Key Personnel Classification	Unburdened Hourly Rate	Indirect Cost %	Profit %	Total Burdened Rate*	Requested Sample Total # of Hours	Total Cost for Requested Sample**
1. Executive Director			\$	\$		\$	2,080	\$
2. Program Controls Manager			\$	\$		\$	2,080	\$
3. Contracts Manager			\$	\$		\$	2,080	\$
							Grand Total	\$

*The fully burdened rate should be calculated as follows: $\text{Unburdened Hourly Rate} + (\text{Unburdened Hourly Rate} \times \text{Indirect Cost \%}) = \text{Subtotal}$.
 $\text{Subtotal} + (\text{Subtotal} \times \text{Profit\%}) = \text{Fully Burdened Rate}$.

**Total Cost for Requested Sample = Total Burdened Rate x Requested Sample Total # of Hours

Note: Grand Total = Sum of Total Cost for Requested Sample for each Key Personnel listed

Attachment H: TRAVEL AND OTHER ALLOWABLE EXPENSES

All travel expenses shall be paid by Consultant unless expressly authorized by this Agreement **in writing and in advance** by the Agreement Administrator.

Billing and Supporting Documents: Consultant shall submit all supporting documents (receipts) for each expense listed below. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

Trips that require travel in excess of 200 miles one way shall be made by commercial airline unless the circumstances dictate otherwise. Reimbursements for transportation costs for trips over 200 miles one way by any form of transportation other than commercial airline shall generally not exceed the standard round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used.

Air Travel

Air Travel shall be made by commercial airline at coach or economy airfare. If flight accommodations are upgraded from coach or economy airfare, all additional charges shall be paid by the consultant, and not charged to the agreement.

If consultant is combining personal travel with The Authority travel (business), personal travel or family member expenses cannot be charged to The Authority.

Car Rental

Car rental shall be the most economical vehicle to fulfill Consultant needs. The Authority will not pay for collision or personal liability insurance. Rental cars must be authorized in advance through a Task Order. One automobile rental for up to three travelers of an economical vehicle is acceptable. Any changes from these guidelines require approval by The Authority's project manager in writing. If an automobile is rented on a monthly basis by Consultant, the monthly cost is divided by the number of days in the month and hours worked to arrive at a prorated hourly rental cost for reimbursement. Any other cost to be billed must be documented as to why it is required and receipts must be submitted.

Taxis

Where it becomes necessary to use a taxi for approved The Authority business, the cost of the fare and reasonable gratuity will be reimbursed.

Lodging

Consultant shall book reservations at conveniently located hotels, which have moderate rates.

Meals

Meal allowance for any location is \$50 per day, or \$10 breakfast, \$15 lunch, and \$25 dinner. Meal allowance may include non-alcoholic beverages and tips.

Personal Automobile Reimbursement

Personal automobile reimbursement is allowable only from Consultant's local office to project site location or meeting destination as determined by the Agreement Administrator, and will be paid at the current IRS allowable rate.

Non-reimbursable Travel Expenses

- Entertainment (i.e., "in-room" movies, alcoholic beverages, in-room snack bar, in-room refrigerator items, health clubs, and theater tickets).
- All expenses for non-business purposes.
- Personal life or travel insurance.

Attachment I: RESPONDENTS PARTICIPATION FORM

RFQ No. _____

This form shall include all prime consultants, partners and sub-consultants

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF THE PROPOSED COST		
Name Address Telephone E-mail address	Relationship: Prime, Joint Venture, Sub-consultant	Type of Work to be Completed	Percentage of Services (RFP Only)	SBE Yes/No	DVBE Yes/No
Total:					