

## **Metro Gold Line Foothill Extension Construction Authority**

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### **REQUEST FOR PROPOSALS (RFP) C1132 FOR METRO GOLD LINE FOOTHILL EXTENSION BUS INTERFACE PLAN**

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Monrovia, California 91016  
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<http://www.foothillextension.org>



### **KEY DATES**

|                                                   |                      |
|---------------------------------------------------|----------------------|
| <b>RFP Issued:</b>                                | <b>May 27, 2009</b>  |
| <b>Pre-proposal Conference:</b>                   | <b>TBD</b>           |
| <b>Last Day for Submitting Written Questions:</b> | <b>June 12, 2009</b> |
| <b>Last Day to Respond to Written Questions:</b>  | <b>June 19, 2009</b> |
| <b>Last Day to Receive Proposals:</b>             | <b>June 30, 2009</b> |
| <b>Interview Date (if required):</b>              | <b>July 7, 2009</b>  |
| <b>Scheduled Board Decision:</b>                  | <b>July 22, 2009</b> |

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**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS**

**RFP C1132: METRO GOLD LINE FOOTHILL EXTENSION  
BUS INTERFACE PLAN**

The Los Angeles to Pasadena Metro Blue Line Construction Authority, also known as the Metro Gold Line Foothill Extension Construction Authority ("Authority") hereby invites Proposals from qualified firms or teams to provide support services in connection with the Authority's desire for a Metro Gold Line Foothill Extension Light Rail Transit Bus Interface Plan.

The Foothill Extension Light Rail Transit ("Foothill Extension LRT") Locally Preferred Alternative ("LPA") expands the Metro Gold Line LRT approximately twenty-four (24) miles east from the City of Pasadena to the City of Montclair. The extension starts at the Sierra Madre Villa Station in Pasadena, runs along the previously acquired Atchison Topeka & Santa Fe ("AT&SF") railroad right-of-way ("ROW") parallel to Interstate 210 (I-210) and Arrow Highway, and connects to the downtown areas of the cities of Arcadia, Monrovia, Duarte, Irwindale, Azusa, Glendora, San Dimas, La Verne, Pomona, Claremont, and Montclair. The Foothill Extension LRT expansion includes the laying two new tracks in the railroad ROW for the Foothill Extension LRT service and to retain freight service on a dedicated third track. Additional land may be needed for stations, parking, and maintenance facilities. The Foothill Extension LRT will be built in two segments, to be aligned more effectively with projected cash flows and financial capacity constraints. The first segment, Phase 2A, covers the extension from the Sierra Madre Villa Station in City of Pasadena to the City of Azusa (planned for completion by 2013). The second segment, Phase 2B, covers the extension from the City of Azusa to the City of Montclair. Twelve passenger stations will be constructed for the Foothill Extension LRT system once Phase 2A and 2B are complete.

A Pre-proposal Conference has not been scheduled. The date and time of the Pre-proposal Conference is to be determined. Potential Proposers are encouraged to check the Authority's website for updates regarding the scheduling of the Pre-proposal Conference. Proposals must be received by the Authority at or before 12 p.m., Pacific Standard Time (PST) on Tuesday, June 30, 2009. Any Proposal received after the date and time specified above will be rejected, considered non-responsive, and returned to the Proposer(s) unopened.

Parties interested in obtaining a copy of this RFP may do so by visiting the Authority's website at <http://www.foothillextension.org>, or by faxing their request to the Chief Financial Officer, Metro Gold Line Foothill Extension Construction Authority, at (626) 471-9049. Please include the following information when requesting a copy of the RFP:

- Name of Firm
- Address
- Contact Person
- Contact Person's Email Address, Telephone Number, and Facsimile Number

■ Request for Proposal (RFP) C1132

All Proposers will be required to comply with all the provisions of this RFP. Proposers shall ensure that in responding to this RFP, Disadvantaged Business Enterprises (“DBEs”) will be afforded full opportunity to participate in the work and will not be discriminated against on the grounds of race, color, sex, or national origin.

After the Proposals are reviewed, the Authority will determine if interviews will be necessary.

## **DEFINITIONS**

- Authority – The Los Angeles to Pasadena Metro Blue Line Construction Authority (also known as the Metro Gold Line Foothill Extension Construction Authority).
- Proposer - Firm or team who submits a Proposal in response to this RFP.
- Board Member – Any one of the voting or non-voting members of the Authority's Board of Directors.
- Consultant – The Proposer selected to provide the services described in Section 5.0 ("Scope of Services") of this RFP.
- Foothill Extension LRT or Phase II – The extension of the Metro Gold Line Phase I starting from the terminus in the City of Pasadena and continuing for approximately twenty-four (24) miles to the City of Montclair. The Foothill Extension LRT will be built in two segments: Phase 2A (Sierra Madre Villa Station in the City of Pasadena to the City of Azusa) and Phase 2B (the City of Azusa to the City of Montclair).
- Project – The design, engineering, construction, and related activities necessary for the completion of Phase 2A.
- Proposal – The written response to this RFP provided by an interested Proposer.

## **1.0 INSTRUCTIONS TO PROPOSERS**

### **1.1 PRE-PROPOSAL CONFERENCE**

A Pre-proposal conference has not been scheduled. Potential Proposers are encouraged to check the Authority's website at <http://www.foothillextension.org> for updates regarding the scheduling of the Pre-proposal Conference. If the Authority reschedules the Pre-proposal conference in the future, the time and date of the rescheduled conference will be posted on the Authority's website. Attendance at a scheduled conference is not mandatory, but is strongly encouraged.

### **1.2 EXAMINATION OF RFP DOCUMENTS**

By submitting a response to this RFP, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work within the established schedule to achieve the objectives of the Authority specified in this RFP. All Proposers are required to comply with all of the provisions of this RFP.

### **1.3 ADDENDA**

The Authority shall make any changes to the requirements of this RFP by written addenda only and nothing stated at the Pre-proposal conference shall change or qualify in any way any of the provisions in the RFP. The Authority shall not be bound by any modifications or deviations from the requirements set forth in this RFP as a result of oral instructions or suggestions given by any person in either an official or unofficial capacity.

### **1.4 CLARIFICATIONS**

#### **1.4.1 Examination of Documents**

Should a Proposer have questions about this RFP or require clarifications or comments, the Proposer shall notify the Authority in writing in accordance with Section 1.4.2 below. The Authority shall respond to all questions or requests for clarifications and/or comments by issuing a written addendum by June 19, 2009. The Authority shall post the questions and/or requests and the Authority's responses on the Authority's website at [www.foothillextension.org](http://www.foothillextension.org), and shall email written addenda to those persons all known recipients of this RFP.

#### **1.4.2 Submittal of Questions, Clarifications, and Comments**

All questions or requests for clarifications and/or comments shall be in writing, clearly labeled "Written Questions," and either (1) emailed to Crandal Jue, Chief Financial Officer at [cjue@foothillextension.org](mailto:cjue@foothillextension.org) with the email subject line "RFP #C1132 - Written Questions," or (2) mailed to Crandal Jue, Chief Financial Officer, Metro Gold Line

Foothill Extension Construction Authority, 406 East Huntington Drive, Suite 202, Monrovia, CA 91016. All questions or requests for clarifications and/or comments must be received by the Authority no later than 12 p.m. PST on Friday, June 12, 2009. The Authority shall not be responsible for failure to respond to a question or request for clarification and/or comment that has not been properly labeled.

## **1.5 SUBMISSION OF PROPOSALS**

### **1.5.1 Date and Time**

**Proposals must be received by 12 p.m., PST on Tuesday, June 30, 2009.**

Any Proposals received after the above-specified time will be rejected, considered nonresponsive and returned to the Proposer(s) unopened.

### **1.5.2 Address**

Proposals shall be addressed as follows:

**METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY  
Attention: Habib Balian, Chief Executive Officer  
406 East Huntington Drive, Suite 202  
Monrovia, CA 91016**

### **1.5.3 Identification of Proposals**

The Proposer shall submit an **original and nine (9) copies** of its Proposal documents, excluding its costs of services as required by Section 5.4 of this RFP, in a sealed package, addressed as shown above, bearing the Proposers name and address and clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) C1132:  
METRO GOLD LINE FOOTHILL EXTENSION  
BUS INTERFACE PLAN**

The Proposer shall submit an **original and nine (9) copies** of its costs of services in a separately sealed package, addressed as shown above, bearing the Proposers name and address and clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP) C1132:  
METRO GOLD LINE FOOTHILL EXTENSION  
BUS INTERFACE PLAN – COST OF SERVICES**

### **1.5.4 Acceptance of Proposals**

The Authority reserves the right to accept or reject any and all submittals, or any item or part thereof, or to waive any informalities or irregularities in submittals.

The Authority reserves the right to withdraw this RFP at any time without prior notice, and the Authority makes no representations that any contract will be awarded to any Proposer responding to this RFP. The Authority reserves the right to postpone for its own convenience the date for receipt of the Proposals. The Authority reserves the right to modify the schedule.

#### 1.5.5 Removal from RFP Mailing List

The Authority reserves the right to remove the name of any Proposer from its mailing lists for future RFPs, for an undetermined amount of time, for failure to accept a contract, failure to respond to two (2) consecutive RFPs, and/or unsatisfactory performance. Please note that a “No Bid” is considered a response.

### 1.6 PRE-CONTRACTUAL EXPENSES

The Authority shall not pay or reimburse Proposers for pre-contractual expenses incurred by any Proposer, including but not limited to those identified below:

- (1) Attending Pre-proposal Conferences and preparing its Proposal in response to this RFP;
- (2) Submitting a Proposal to the Authority;
- (3) Negotiating with the Authority on any matter related to this RFP or its Proposals; and/or,
- (4) Any other expenses incurred by Proposer prior to the date of execution of contract documents constituting the agreement between the Proposer and the Authority.

### 1.7 TEAMING OFFERS

Where two or more potential Proposers desire to submit a single Proposal responding to any or all of the required tasks contained in this RFP, they should do so on the basis of a prime-subconsultant relationship that forms a team rather than as a joint venture. As a matter of contracting policy on this procurement, the Authority intends to contract with a single firm or team and not with multiple firms doing business as a joint venture.

### 1.8 TAXES

All Proposals are subject to state and local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. The Proposals should take these facts into consideration.

### 1.9 LENGTH OF CONTRACT

The Authority anticipates awarding the contract for Bus Interface Plan services for a term of approximately **twelve (12) months**. The Authority will authorize work as funds

are available. The Authority may extend the contract with amendments after the first year with Board of Director approval.

## **1.10 PROTEST PROCEDURES**

The Authority has in its Administrative Code a set of written protest procedures applicable to this RFP that may be obtained by contacting the Authority's Document Control Department, per article 1.14 of this RFP. Any protest filed by an Proposer in connection with this RFP must be submitted in accordance with the Administrative Code.

## **1.11 CONTACT WITH BOARD MEMBERS IS PROHIBITED**

In order to create a fair and orderly process, the Authority's Administrative Code bars contact by and with Board Members and prospective consultants during the selection process. In furtherance of this policy, from the date of issuance of this RFP until such time as the Authority selects a consultant, no Proposer or any of its employees, agents, subcontractors, lobbyists, or attorneys or other related entities shall contact any Board Member or staff member regarding this RFP, its interest in this RFP, or any related issue, except as may be set forth in this Section 1.11 or requested by the Authority or its staff as part of the Authority's interview and evaluation process. All verbal, written, or other forms of communication shall be directed to the Chief Financial Officer, Crandal Jue, or in the case of requests for documents only, to the Authority's Document Control Department. This prohibition will be strictly applied. Failure to comply with this requirement may, at the Authority's election, result in disqualification of an Proposer.

## **1.12 FEDERAL REQUIREMENTS**

### **1.12.1 Federal Changes**

Consultant shall at all times comply with all applicable Federal Transportation Administration ("FTA") regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this RFP, as they may be amended or promulgated from time to time during the term of the underlying agreement. Consultant's failure to so comply shall constitute a material breach of the underlying agreement.

### **1.12.2 Drug Free Workplace**

Consultant shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*).

### **1.12.3 Debarment and Suspension**

Consultant shall comply with United States Department of Transportation ("U.S. DOT") regulations, "Government wide Debarment and Suspension" (Non-procurement).

Consultant shall incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement.

#### 1.12.4 Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 *et seq.*) and U.S. DOT regulations, (49 C.F.R. Part 31) apply to Consultant's actions pertaining to this Project. Upon execution of the underlying agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Consultant, to the extent the Federal Government deems appropriate.

Consultant shall include the above clauses in each subconsultant agreement financed in whole or in part with Federal assistance provided by the FTA. Consultant shall not modify the above clauses, except to identify the subcontractor who will be subject to the provisions.

#### 1.12.5 Lobbying

Pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), as amended by the Lobbying Disclosure Act of 1995 (Pub. L. 104-65; 2 U.S.C. § 1601 *et seq.*), consultants who apply or bid for an award of One Hundred Thousand Dollars (\$100,000) or more shall file the certification and disclosure form required under 6 C.F.R. Part 9 (Restrictions Upon Lobbying). Subconsultant(s) shall certify to Consultant and Consultant shall certify to Authority that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Consultant shall incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement.

#### 1.12.6 Interest of Members of or Delegates to Congress

In accordance with 18 U.S.C. § 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the underlying agreement or to any benefit arising there from.

#### 1.12.7 Organizational Conflicts of Interest

The Proposer is prohibited from receiving any advice or discussing any aspect relating to the RFP with any person or entity with an organizational conflict of interest, including, but not limited to, the Authority and the Authority's consultants and subconsultants involved with the RFP. Such persons and entities are prohibited from participating on any Proposer team relating to the RFP.

An organizational conflict of interest means that because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice to the Authority; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage.

#### 1.12.8 Civil Rights

1.12.8.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d *et seq.*), section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102), section 202 of the Americans with Disabilities Act of 1990 (“ADA”), as amended (42 U.S.C. § 12132), and Federal transit law at 49 U.S.C. § 5332, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. In addition, Consultant shall comply with applicable Federal implementing regulations and other implementing requirements the FTA may issue.

1.12.8.2 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended (42 U.S.C. § 2000e *et seq.*), and the Federal Transit Laws at 49 U.S.C. § 5332, Consultant shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (“U.S. DOL”) regulations (41 C.F.R. Chapter 60), which implement Executive Order No. 11246 (“Equal Employment Opportunity”), as amended by Executive Order No. 11375 (“Amending Executive Order 11246, Relating to Equal Employment Opportunity”) (42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the Project. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. In addition, Consultant shall comply with any implementing requirements the FTA may issue.

1.12.8.3 Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 623) and the Federal transit law at 49 U.S.C. § 5332, Consultant shall refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant shall comply with any implementing requirements the FTA may issue.

1.12.8.4 Disabilities – In accordance with section 102 of the ADA, as amended (42 U.S.C. § 12112), Consultant shall comply with the requirements of U.S. Equal Employment Opportunity Commission regulations (29 C.F.R. Part 1630), pertaining to employment of persons with disabilities. In addition, Consultant shall comply with any implementing requirements the FTA may issue.

1.12.8.5 Consultant shall include these requirements in each subconsultant agreement financed in whole or in part with Federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

#### 1.12.9 Clean Air

Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*) Consultant shall report each violation to the Authority and acknowledges and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FTA and the appropriate Environmental Protection Agency (“EPA”) regional office. Consultant shall also incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement exceeding One Hundred Thousand Dollars (\$100,000) financed in whole or in part with Federal assistance provided by the FTA.

#### 1.12.10 Clean Water

Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*). Consultant shall report each violation to the Authority. Consultant acknowledges and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. Consultant shall also incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement exceeding One Hundred Thousand Dollars (\$100,000) financed in whole or in part with Federal assistance provided by the FTA.

#### 1.12.11 Access to Records and Reports

Consultant agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the underlying agreement for the purposes of making audits, examinations, excerpts

and transcriptions. As reasonably as may be required, Consultant shall, pursuant to 49 C.F.R. § 633.15, provide the FTA Administrator or his or her designee and the Project Management Oversight (“PMO”) contractor access to Consultant’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)(1), that is receiving Federal funds through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

Consultant shall permit the FTA Administrator and the PMO contractor to reproduce Consultant’s records or to copy excerpts and transcriptions as reasonably needed.

Consultant shall maintain all records required under this Section 1.12.11 for a period of not less than three (3) years after the date of termination or expiration of the underlying agreement, except in the event of litigation or settlement of claims arising from the performance of the underlying agreement, in which case Consultant agrees to maintain same until the Authority, the FTA Administrator, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

#### 1.12.12 Energy Conservation

Consultant shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 *et seq.*).

#### 1.12.13 Disadvantaged Business Enterprise (“DBE”)

Neither Consultant nor subconsultant(s) shall discriminate on the basis of race, color, national origin, or sex in the performance of the underlying agreement. Consultant shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of a U.S. DOT-assisted contracts. Failure by Consultant to carry out these requirements will be a material breach of the underlying agreement, which may result in the termination of the agreement or such other remedy, as the Authority deems appropriate.

#### 1.12.14 Environmental Protection

Consultant shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 *et seq.*) consistent with Executive Order No. 11514 (“Protection and Enhancement of Environmental Quality,”), as amended (42 U.S.C. § 4321 note), the FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b), Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended (40 C.F.R. Part 1500), and the joint Federal Highway Administration/FTA regulations (23 C.F.R. Part 771 and 49 C.F.R. Part 622).

#### 1.12.15 Access Requirements For Persons With Disabilities

Consultant shall comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Consultant shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps, and with the ADA, as amended (42 U.S.C. § 12101 *et seq.*), which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance" (49 C.F.R. Part 27);
- (3) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (49 C.F.R. Part 26)
- (4) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Guidelines for Transportation Vehicles" (36 C.F.R. Part 1192) and "Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles" (49 C.F.R. Part 38);
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services" (28 C.F.R. Part 35);
- (6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities" (28 C.F.R. Part 36);
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act" (29 C.F.R. Part 1630);
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities" (47 C.F.R. Part 64, Subpart F);
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons" (49 C.F.R. Part 609); and
- (10) Any implementing requirements the FTA may issue.

#### 1.12.16 Fly America Requirements

Consultant shall comply with the Fly America Act (49 U.S.C. § 40118) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Consultant shall also incorporate these requirements in all subconsultant agreements entered into as a result of the underlying agreement that may involve international air transportation.

#### 1.12.17 No Government Obligation to Third Parties

The Authority and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the underlying agreement and shall not be subject to any obligations or liabilities to the Authority, Consultant, or any other party (whether or not a party to the underlying agreement) pertaining to any matter resulting from the underlying agreement.

Consultant shall include the above clause in each subconsultant agreement financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant subject to this clause.

#### 1.12.18 Recovered Materials

Consultant shall comply with all requirements of Section 6962 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 U.S.C. § 6901 *et seq.*), including, but not limited to, the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

#### 1.12.19 Privacy Act

Consultant shall comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended (5 U.S.C. § 552a). Among other things, Consultant shall obtain the express consent of the Federal Government before Consultant or its employees operate a system of records on behalf of the Federal Government. Consultant understands that the requirements of the Privacy Act of 1974, including the civil and criminal penalties for

violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act of 1974 may result in termination of the underlying agreement.

Consultant shall include these requirements in each subconsultant agreement to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

#### 1.12.20 Buy America

Consultant shall comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have a sixty percent (60%) domestic content.

Authority may investigate Consultant's, subconsultants', and any supplier's compliance with these provisions. If an investigation is initiated, Consultant, subconsultant(s), and supplier(s) shall document its compliance, in accordance with 49 C.F.R. § 661.15, and cooperate with the investigation. Consultant shall include these Buy America requirements in each subconsultant agreement or purchase order and shall enforce such requirements.

Proposer shall submit to Authority the Buy America Certificate (Attachment H) with all Proposals on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America Certificate shall be rejected as nonresponsive.

#### 1.12.21 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Notwithstanding anything to the contrary herein, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the underlying agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FTA terms and conditions.

### **1.13 CONTRACT TYPE**

It is anticipated that the agreement resulting from this RFP, if awarded, will be a fixed-fee contract. The Authority reserves the sole right to determine whether or not a consultant will be selected and a contract awarded as a result of this RFP. In short,

issuance of this RFP does not guarantee that a contract for the Bus Interface Plan services will be awarded.

## **1.14 AVAILABILITY OF DOCUMENTS**

### **1.14.1 Additional Documents**

The Authority's Administrative Code may be of interest to Proposers. The Administrative Code contains provisions and requirements that may be applicable to this RFP and any contracts resulting there from. In particular, the Administrative Code contains a set of written protest proceedings applicable to this procurement. Any protest filed must be submitted in accordance with those provisions. There will be a cost of Twenty-five Cents (\$0.25) per page for duplication of any document requested.

### **1.14.2 Contact Regarding Documents**

Please contact the Authority's Document Control Department, (626) 471-9050, only, with regard to the foregoing.

## 2.0 PROPOSAL CONTENTS AND FORMS

### 2.1 FORMAT AND CONTENT

#### 2.1.1 Presentation

Proposals shall be typed and single-spaced with a minimum 10-point font on 8 ½ x 11-size paper using a single method of fastening. In addition, a maximum of 5 (five) 11 x 17-size sheets of paper may be used. Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals shall not exceed 50 pages in length, excluding resumes, forms, conflict of interest responses as described below, and any appendices.

#### 2.1.2 Letter of Transmittal

The Letter of Transmittal shall be addressed to Habib F. Balian, Chief Executive Officer (“CEO”), and must at a minimum contain the following:

2.1.2.1 Identification of the Proposer, including name, address, and telephone number;

2.1.2.2 Proposed working relationship between the Proposer and subconsultants, if applicable;

2.1.2.3 Acknowledgement of receipt of all RFP addenda, if any;

2.1.2.4 Name, title, address, and telephone number of contact person during the period of evaluation of the Proposal;

2.1.2.5 A statement to the effect that the Proposal shall remain valid for a period of not less than one hundred eighty (180) days from the date of submittal; and

2.1.2.6 The signature of the person authorized to bind the Proposer to the terms of the Proposal.

#### 2.1.3 Technical Proposal

Section 5.0 (“Scope of Services”) of this RFP identifies the deliverables and efforts required for this RFP. The Proposer’s Proposal must identify its approach of how it will satisfy the scope of services in the most cost effective and efficient manner. In addition, the Proposer must, at a minimum, include the following four (4) sections in the Proposal to be considered responsive:

##### 2.1.3.1 Section 1 - Qualifications, Related Experience, and References of the Proposer

This section of the Proposal should establish the ability of the Proposer to satisfactorily perform the required services by reasons of: (1) Experience in performing services of a

similar nature; (2) Demonstrated competence in the services to be provided; (3) Strength and stability of the team; (4) Staffing capability; (5) Current and/or projected work load; and (6) Supportive client references.

The Proposer shall:

- Provide a brief profile of the Proposer, including the types of services offered; the year founded; form of the organization; number, size, and location of offices; and number of employees.
- Provide a general description of the Proposer's financial condition; and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete the services solicited in this RFP.
- Describe the Proposer's experience in performing services of a similar nature to that solicited in this RFP and highlight the participation in such work by the Project Manager and key personnel proposed for assignment to the services solicited in this RFP. Describe the experience, if any, in working with various governments and agencies identified in this RFP as well as other transportation agencies within California.
- Identify subconsultants, if any, by company name, address, contact person, telephone number and the project-related specialty areas they will be involved in, and describe the Proposer's experience in working with each subconsultants.
- A minimum of three (3) references should be given from projects cited as related experience. Furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Additionally, the Proposer may supply references from other work not cited in this section as related experience.

#### 2.1.3.2 Section 2 - Staffing

This section of the Proposal should identify the Proposer's management, and technical team and organization. The Proposer shall:

- Provide education, experience, and applicable professional credentials of the Project Manager and staff.
- Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel.
- Identify key personnel proposed to perform the services solicited in this RFP and include major areas of subcontract work, if any.

- Include a project organization chart, which clearly delineates communication and reporting relationships between the Project Manager and the project staff, including subconsultants.
- Include a statement that the proposed Project Manager and other key personnel will be available to the extent proposed for the term of contract if acknowledging that no person designated as “key” to the project shall be removed and/or replaced without the prior written concurrence of the Authority’s CEO, as appropriate. Consultant acknowledges and agrees that the Authority shall fine Consultant One Hundred Thousand Dollars (\$100,000) for each “key” personnel committed to the services solicited in this RFP who does not become available for the assignment as proposed or is removed without good reason, as determined by the Authority’s CEO. The Authority may also terminate of the underlying agreement if “key” personnel do not report for, or are removed without good reason from, the assignment.

#### 2.1.3.3 Section 3 - Management Work Plan

The Proposer shall provide a narrative that addresses the management and technical approach for its work plan in the most cost-effective manner and shows the Proposers’ understanding of the needs and requirements of the Authority in this RFP. This Management Work Plan shall include the following:

- The Proposer’s understanding of the services solicited in this RFP and the Project.
- The Proposer’s approach for completing the tasks specified in Section 5.0 (“Scope of Services”) of this RFP and identification of which individuals within the Proposer’s organization will have specific responsibility for them.
- How the Proposer will manage its subconsultants, if applicable.
- A Critical Path Method (CPM) schedule identifying the timeframes and sequence for each of the tasks and deliverables identified in Section 5.0 (“Scope of Services”). of this RFP.

#### 2.1.3.4 Section 4 - Exceptions, Deviations, and Enhancements

The Proposer shall state any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” types of exceptions. Where the Proposer wishes to propose alternative approaches to meeting the technical requirements of the RFP, these should be thoroughly explained in the narrative with justification. The Proposer also is encouraged to propose enhancements and/or procedural and technical innovations to the Scope of Services that do not deviate from the objectives of the Authority in this RFP.

## 2.2 CONFLICT OF INTEREST

In submitting a Proposal, the Proposer maintains and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or procure this assignment with the Authority. Further, the Proposer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee(s) working solely for the Proposer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award of a contract pursuant to this RFP. For breach or violation of this warranty, the Authority shall have the right to rescind any contract award without liability. For the term of the services solicited in this RFP, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in any contract for such services, or obtain any present or anticipated material benefit arising there from.

The Authority is desirous of obtaining the best possible services for the work identified in Section 5.0 ("Scope of Services") of this RFP. The Authority recognizes that many of the highly qualified firms and/or individuals may have worked for or have ongoing contractual relationships with the Authority. The relationships, if any, may or may not constitute a conflict of interest in terms of the work on the Metro Gold Line Foothill Extension.

The Authority shall, in its sole discretion, determine whether or not a conflict of interest exists, and qualify or disqualify Proposers accordingly. At the time of the issuance of this RFP, it is the opinion of the Authority's staff that only those firms and individuals under contract with the Authority for specific responsibilities on the Metro Gold Line Foothill Extension may have a conflict of interest in proposing to perform any part of the services identified in Section 5.0 ("Scope of Services") of this RFP.

## 2.3 REQUIRED FORMS

### 2.3.1 Required State of California Forms

In conformance with the statutory requirements of California Government Code, Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors and governing bodies, Proposers, as part of their Proposals, are required, if applicable, to complete, sign and submit the forms provided as Attachments A, B, C, and D within Section 6.0 ("Attachments") of this RFP. Proposers are required to submit one (1) original of the completed form(s) as part of their original Proposal.

### 2.3.2 Required Federal Forms

In conformance with Federal requirements, Proposers, as part of their Proposals, are required, if applicable, to complete, sign and submit the forms provided as Attachments

E, F, G, H and I with Section 6.0 (“Attachments”) of this RFP. Proposers are required to submit one (1) original of the completed form(s) as part of their original Proposal.

### 2.3.3 Requirements for Completion of the Forms

The prime consultant and all subconsultants, if any, must complete the form entitled “Party Disclosure Form” (Attachment A) and the form entitled “Gift Disclosure Form” (Attachment C). Lobbyists and/or agents representing the prime consultant in this solicitation must complete the form entitled “Participant Disclosure Form” (Attachment B) and the form entitled “Participant Gift Disclosure Form” (Attachment D).

If the prime consultant has no “disclosures” as defined, he/she should enter “None” on the first line, sign the Attachments A and C in the designated spaces, and include them only in the original Proposal. The same guidance applies to lobbyists and/or agents working for the prime or subconsultants in terms of Attachments B and D.

The prime consultant must complete the form entitled “Drug Free Workplace Certificate” (Attachment E). All subconsultants, if any, must complete the form entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” (Attachment F). The prime consultant and all subconsultants, if any, must complete the forms entitled “Certificate of Restriction on Lobbying” (Attachment G), “Buy America Certificate” (Attachment H) and “Organizational Conflicts of Interest Disclosure Statement” (Attachment I).

## 2.4 ATTACHMENTS

Information considered by the Proposer to be pertinent to this Project and which has not been specifically solicited in any of the sections of this RFP may be placed in a separate attachment section. Proposers are cautioned, however, that this is not an invitation to submit large amounts of extraneous material. All attachments should be relevant and directly tied to some specific section or subsection of the Proposer’s Proposal.

## **3.0 EVALUATION AND AWARD**

### **3.1 EVALUATION CRITERIA**

An evaluation team, consisting of, but not limited to, Authority staff, outside agency representatives and representatives from local Cities and municipalities, will evaluate the Proposals received from Proposers based on the criteria identified below. Score sheets, based on a maximum score of 100 points, will be completed by the evaluation team members for each of the Proposals submitted. The criteria, listed below, are described in terms of the evaluation factors along with a maximum score indicated in parenthesis:

#### **3.1.1 Proposals of the Firm or Team (30 points)**

Technical experience in demonstrating the ability to complete bus interface plans or studies of a similar nature; experience in working with public agencies on major rail transit projects; strength, stability, and technical competence of the firm or team; and assessments rendered by client references.

Proposers should address the specific experience of the proposed Project Manager and key staff in working with clients performing similar work, the resources of the firm or team that the Project Manager will have available to support his/her work, and the prior history of the firm or team members of service to similar agencies.

#### **3.1.2 Staffing and Project Organization (30 points)**

Qualifications and success of the Project Manager and key staff; Project Manager's specific experience in conducting bus interface plans and related work; key personnel's level of involvement in performing related work cited in the "Qualifications of the Firm or Team" section; logic of project organization; adequacy of labor hours commitment; and concurrence in the limitations on changes in key personnel.

#### **3.1.3 Project Understanding and Approach (40 points)**

Overall quality of work plan that demonstrates that the Proposer understands the scope of services and the proposed schedule identifying the timeline for deliverables as identified in Section 5.0 ("Scope of Services") of this RFP; depth of the Proposer's understanding of the requirements of federal government bus interface plans; creativity, logic, clarity, and specificity of the work plan; ability and capacity to meet or beat the Project deadlines; reasonableness of the proposed schedule, value to the Authority of suggested technical or procedural innovations.

## **3.2 EVALUATION PROCEDURE**

The evaluators in applying the major criteria to the Proposals may consider additional sub-criteria beyond those listed. During the evaluation period, an evaluation committee may interview some or all of the firms or teams. The date of **July 7, 2009**, has been established as the time in which interviews may be conducted. All prospective Proposers are asked to keep this date available. If the Proposer is unable to attend the interview on the date of its scheduled interview, its Proposal will be eliminated from further consideration.

Proposers are advised, however, that an award may be made without interviews or further communication with Proposers once all Proposals are received on the date specified above.

## **3.3 CONTRACT AWARD**

Based the evaluation team's and CEO's review and scoring of the Proposals and the interviews, and without review of the cost of services separately submitted by the Proposers, the CEO will rank the highest scoring Proposer first, the next highest scoring Proposer second, and so on and so forth. The separately sealed cost of services from each Proposer will be opened and reviewed after the CEO has ranked the Proposers. The CEO will conduct negotiations regarding the contract amount with the Proposer ranked number one. In the event the CEO is unable to conclude negotiations with the Proposer ranked number one, the CEO will terminate negotiations and conduct negotiations with the second ranked Proposer, and so on and so forth. The costs of services submitted should contain the Proposers' most favorable terms and conditions since the selection and award may be made without discussion with any Proposer. If the CEO concludes negotiations with a Proposer, the CEO will make a recommendation for award of the contract to the Authority's Board of Directors. The Authority's Board of Directors will be responsible for making the decision to award the contract.

Prior to the negotiations and/or award of the contract, the selected Proposer team members may be required to submit to a pre-award audit of their financial records to confirm claims of financial stability, determine allowable overhead rates, and ascertain the capacity of the firms' accounting systems to meet the internal controls necessary to account for state and local funds from various transportation sources.

## **3.4 NOTIFICATION OF AWARD AND DEBRIEFING**

Each Proposer that submits a Proposal in response to this RFP shall be notified in writing regarding the successfully selected Proposer that was awarded the contract. Such notification shall be made within fourteen (14) working days after the contract award is made.

Proposers that are not awarded the contract may obtain an explanation and/or response concerning the strengths and weaknesses of their Proposals. Unsuccessful Proposers

that wish to be debriefed must request the debriefing in writing, and the CEO of the Authority must receive the request by U.S. mail or fax within three (3) working days of their notification of the contract award to another firm or team.

## **4.0 EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE**

### **4.1 POLICY**

It is the policy of the Authority that Disadvantaged Business Enterprises (DBEs), as defined in the federal regulations (49 C.F.R. Part 26), shall have the maximum opportunity to participate in the performance of contracts. The Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

### **4.2 DBE OBLIGATION OF THE PROPOSER**

In connection with its proposed performance under this RFP, the Proposer agrees to cooperate with the Authority in meeting the Authority's commitments with regard to maximum utilization of DBEs. The Proposer shall use its best efforts to ensure that DBEs as certified by the Southern California Association of Governments ("SCAG"), the California Department of Transportation ("CALTRANS"), or the Los Angeles County Metropolitan Transportation Authority ("MTA") have the maximum opportunity to participate in the performance of the Scope of Services as defined in Section 5.0 ("Scope of Services") this RFP. The Proposer shall commit to Authority's DBE participation goal of eight percent (8%) for this procurement.

### **4.3 EQUAL OPPORTUNITY OBLIGATION OF THE PROPOSER**

In connection with its proposed performance under this RFP, the Proposer shall not discriminate against any employee or applicant for employment, or harass or allow harassment of any employee because of race, religion, color, sex, age or national origin. The Proposer shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but are not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **4.4 LABOR COMPLIANCE**

Consultant shall be required to submit timecards for the applicable period with their invoices for all staff and subconsultants.

## 5.0 SCOPE OF SERVICES

### 5.1 GENERAL DESCRIPTION OF THE FOOTHILL EXTENSION

The Foothill Extension LRT LPA expands the Metro Gold Line LRT approximately twenty-four (24) miles east from the City of Pasadena to the City of Montclair. The extension starts at the Sierra Madre Villa Station in Pasadena, runs along the previously acquired AT&SF railroad ROW parallel to I-210 and Arrow Highway, and connects to the downtown areas of the cities of Arcadia, Monrovia, Duarte, Irwindale, Azusa, Glendora, San Dimas, La Verne, Pomona, Claremont, and Montclair. The LRT expansion includes the laying two new tracks in the railroad ROW for the LRT service and to retain freight service on a dedicated third track. Additional land may be needed for stations, parking, and maintenance facilities. The LRT includes 12 stations and associated parking facilities, a heavy maintenance facility, widening of existing bridge structures to accommodate up to three tracks, approximately fifty (50) at-grade crossings with gate protection, and an extension of the existing Metro Gold Line Phase I power, signaling and communications systems. A more detailed description of the elements of the Project is provided in the Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) documents. When construction is completed, the line(s) are to be turned over to the MTA to operate.

#### Gold Line Foothill Extension Proposed Alignment



The LRT will be built in two segments, to be aligned more effectively with projected cash flows and financial capacity constraints. The first segment, Phase 2A, covers the Sierra Madre Villa Station in the City of Pasadena to the City of Azusa (planned for completion by 2013). The second segment, Phase 2B, covers the extension from the City of Azusa to the City of Montclair.

## **5.2 THE AUTHORITY**

### **5.2.1 GENERAL OVERVIEW**

The Board of Directors meets monthly in regular meetings. Special meetings may be called by the Chair of the Board of Directors, as required. The Authority will have approximately 15 staff persons working on Phase II.

Senate Bill 1847, the legislation that created the Authority, gives the Authority broad discretion in completing the design and construction of the Project. Among other things the legislation required the MTA to enter into two (2) agreements with the Authority. These agreements are identified as the “Master Cooperative Agreement” relating to the design of the “Project and the Property Trust Agreement” that transfers in trust all of the real and personal property acquired by the MTA as part of the Project to the Authority as the trustee. Potential Proposers need to clearly understand, however, that there are limitations on the Authority's ability to make substantive changes.

### **5.2.2 AUTHORITY PROVIDED SERVICES AND DOCUMENTATION**

The Authority shall make available all of the studies, reports, and other documents in its files that may be requested by the successful Proposer. A per copy fee will be charged for reproduction requests. Upon award of a contract, the Authority shall make available in its offices the space, furniture, telephones, office supplies and other materials that will be required of the successful Proposer to perform the requirements of this RFP.

## **5.3 CONSULTANT SCOPE OF SERVICES**

This Section 5.3 discusses the requirements that potential respondents to this RFP should address in their Proposals. Each Proposer must submit a Proposal for all of the required services described below. The Authority intends to select the best possible consultant for the services solicited in this RFP. The Authority expects the successful Proposer to undertake a cost-effective program of services. In any event, the services should include at minimum the following:

### **5.3.1 General Overview of Deliverables - The Bus Interface Plan**

The Authority desires to retain a qualified consultant to provide services in connection with the a Bus Interface Plan.

The LRT will consist of twelve (12) new stations and connects to an existing station at Sierra Madre Villa in the City of Pasadena. The stations are:

1. Sierra Madre Villa
2. Arcadia
3. Monrovia
4. Duarte
5. Irwindale
6. Azusa-Alameda
7. Azusa-Citrus
8. Glendora
9. San Dimas
10. La Verne
11. Pomona
12. Claremont
13. Montclair

Each of these stations requires a detailed and coordinated bus interface plan to be used during the more detailed design phase of the Project. The bus interface plan should be developed in conjunction with each city and the local and/or regional bus operators. The bus interface plan should not affect the current environmental conditions, but should be designed to enhance the interface between bus services and the LRT station services.

The Authority's current FEIR/S documents list the major local and regional bus service operators for the LRT study area and the major bus interface routes at each station.

The Bus Interface Plan should be developed at 1"=20' scale for the area within a half (½) mile of each station.

Bus routings, if necessary, should be modified for each bus route along the locations of bus stops using the existing street infrastructure. No major changes should occur to bus routings except for locating appropriate boarding and aligning locations along with the development of safe pedestrian paths to and from the specific LRT station.

### **5.3.2 Development of the Bus Interface Plan**

The development of the Bus Interface Plan would entail the following:

1. Meeting with each city and all identified local and regional bus operators to discuss the concept for the draft bus interface plan.
2. Developing draft LRT station/bus interface locations.
3. Developing a draft bus interface plan.
4. Developing a cost estimate for improvements.
5. Reviewing the draft bus interface plan with each city, bus operator, and Authority staff.
6. Preparing the final bus interface plan for each station to be used during the more detailed design phases of the LRT project.

## **5.4 COST OF SERVICES**

Proposers are required to show a per person hour allocation by month for each of the tasks and subtasks required to successfully complete the Scope of Services through Fiscal Year 2010 (June 30, 2010). To the extent that hours are required in the Proposer's judgment to perform other tasks and subtasks not included in the Scope of Services, but should be a part of the Project, the Proposer should identify the tasks and assign hours to accomplish each.

## **5.5 SCHEDULE OF PERFORMANCE**

The Authority intends to make an award to the successful Proposer on or about July 22, 2009 pending FTA grant approval. All Proposers are advised that selecting a consultant for the services requested in this RFP is a matter of first priority to the Authority in order to keep the Project on schedule. All Proposers should describe and document their willingness and capability to mobilize and be available for work no later than July 22, 2009.

## **6.0 ATTACHMENTS**

Attachments A-E below are a series of forms that constitute an important part of an Proposer's Proposal. Attachments A-C, and E-H must be completed, signed, and incorporated as part of the original Proposal. Attachments B and D must be completed, signed, and incorporated by the prime consultant only if he/she has one or more agents and/or lobbyists working for them in connection with this project. In completing each of the forms, as required, please follow the instructions as contained in the text of this RFP. The titles of each of the Attachments are as follows:

|                     |                                                                                                                                                                                                               |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ATTACHMENT A</b> | <b>PARTY DISCLOSURE FORM (This form must be completed and signed by the prime consultant and all of its subconsultants, if applicable).</b>                                                                   |
| <b>ATTACHMENT B</b> | <b>PARTICIPANT DISCLOSURE FORM (This form is to be submitted by the prime consultant only if they have agents and/or lobbyists working for them on this project).</b>                                         |
| <b>ATTACHMENT C</b> | <b>GIFT DISCLOSURE FORM (This form must be completed and signed by the prime consultant and all of its subconsultants, if applicable).</b>                                                                    |
| <b>ATTACHMENT D</b> | <b>PARTICIPANT GIFT DISCLOSURE FORM (This form is to be submitted by the prime consultant only if they have agents and/or lobbyists working for them on this project).</b>                                    |
| <b>ATTACHMENT E</b> | <b>DRUG FREE WORKPLACE CERTIFICATE (This form is to be completed and signed by the prime consultant).</b>                                                                                                     |
| <b>ATTACHMENT F</b> | <b>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (This form is to be completed and signed by all subconsultants, if applicable).</b> |
| <b>ATTACHMENT G</b> | <b>CERTIFICATE OF RESTRICTION ON LOBBYING (This form is to be completed and signed by the prime consultant and all of its subconsultants).</b>                                                                |
| <b>ATTACHMENT H</b> | <b>BUY AMERICA CERTIFICATE (This form is to be completed and signed by the prime consultant and all of its subconsultants).</b>                                                                               |
| <b>ATTACHMENT I</b> | <b>ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT (This form is to be completed and signed by the prime consultant and all of its subconsultants).</b>                                             |

## ATTACHMENT A

### PARTY DISCLOSURE FORM

#### Information Sheet

#### METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

The attached Party Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Authority or any of its affiliated agencies. (Please see next page for definitions of terms.)

#### Important Notice

Basic provisions of Government Code Section 84308 & Cal. Admin. Code tit. 2, § 18438.8

- I. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any Board Member of the Authority, or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and ends three (3) months after the Board of Directors renders a final decision on the application or proceeding. In addition, no Board Member or alternate may solicit, accept or direct a campaign contribution of more than \$250 from you or your agent during this period.
- II. These prohibitions also apply to your intermediaries agents, and if you are a closely held corporation, to your majority shareholder. These prohibitions also apply to your subcontractor(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- III. You must file the attached Party Disclosure Form if you or your agent(s) have, in the aggregate contributed more than \$250 to any Board Member, or his/her alternate, or officer of an Authority affiliated agency, between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding. (The disclosure form will assist the Board Members in complying with the law.)
- IV. If you, your agent, or subcontractor have, in the aggregate, contributed more than \$250 to any Board Member or his/her alternate between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding, that Board Member or alternate must disqualify himself or herself from the decision. However,

disqualification is not required if the Board Member or his/her alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about the contribution and the fact that you are a party in the proceeding.

- V. The Party Disclosure Form should be completed and filed with your Proposal, or with the first written document you file or submit after the proceeding commences.

## DEFINITIONS

1. "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. "Agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a legal, architectural engineering, consulting firm, or similar business entity, both the business entity and the individual are your "agents".

To determine whether you have made a campaign contribution of more than \$250, contributions made by you between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding must be aggregated with those made by your agent between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding. Contributions made by your majority shareholder (if a closely held corporation), subcontractor(s), and partner(s) in the proceeding must also be included as part of the aggregation. Campaign contributions made to different Board Members or their alternates are not aggregated.

A list of the Board Members and their alternates of the Board of Directors is attached.

## **PARTY DISCLOSURE FORM**

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and Section 18438.8 of Title 2 of the California Administrative Code Section 18438.8.

To be completed by a party only if campaign contributions have been made between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding. "Party" means any person who files an application for or is the subject. A proceeding involving a license, permit, or other entitlement for use. "Contributor" includes a party's agent, maturity shareholder (if a closely held corporation), subcontractor, or partner.

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Application or Proceeding

Title and Number: \_\_\_\_\_

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions in excess of \$250 between the date your application is filed or the proceeding is otherwise initiated and three (3) months after the Authority renders a final decision on the application or proceeding.

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

*[Add additional sheets as necessary.]*

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Party and/or Agent

## **AUTHORITY BOARD OF DIRECTORS**

Keith Hanks, Chair  
City of Azusa, Council Member  
213 E. Foothill Boulevard  
Azusa, CA 91702

Doug Tessitor, 1<sup>st</sup> Vice Chair  
City of Glendora, Council Member  
116 E. Foothill Blvd.  
Glendora, CA 91741

Ed P. Reyes, 2<sup>nd</sup> Vice Chair  
City of Los Angeles, Council Member  
200 North Spring Street  
City Hall, Room 410  
Los Angeles, CA 90012

Vivien Bonzo, Voting Member  
Board of Directors  
406 E. Huntington Drive, Suite 202  
Monrovia, CA 91016

Sam Pedroza, Voting Member  
City of Claremont, Council Member  
207 Harvard Avenue  
Claremont, CA. 91711

Bill Bogaard, Non-Voting Member  
City of Pasadena, Mayor  
100 N. Garfield Avenue, 2<sup>nd</sup> Floor  
Pasadena, CA 91109

Daniel M. Evans, Non-Voting Member  
Board of Directors  
1427 Monterey Road  
South Pasadena, CA 91030

Lara Larramendi, Non-Voting Member  
Board of Directors  
45 Hidden Valley Road  
Monrovia, CA 91016

## **AUTHORITY BOARD ALTERNATES**

Michael Cacciotti  
*Alternate for Daniel Evans*  
City of South Pasadena, Council  
Member  
601 Milan Avenue  
South Pasadena, CA 91030

Gerald Miller  
*Alternate for E. Reyes*  
Chief Legislative Analyst  
City of Los Angeles, City Hall  
200 N. Spring Street, Room 255  
Los Angeles, CA 90012

Mary Ann Lutz  
*Alternate for Sam Pedroza*  
City of Monrovia, Mayor  
415 S. Ivy Avenue  
Monrovia, CA. 91016

## ATTACHMENT B

### PARTICIPANT DISCLOSURE FORM

#### Information Sheet

#### METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

The attached Participant Disclosure Form must be completed by participants in any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Authority, or any of its affiliated agencies. (Please see next page for definitions of these terms.)

#### Important Notice

Basic Provisions of Government Code Section 84308 + Cal. Admin. Code tit. 2, § 18438.8

- I. If you are a participant, or his/her agent, in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any Board Member of the Authority, or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Authority or any of its affiliated agencies, and ends three (3) months after the Board of Directors renders a final decision on the application or proceeding. In addition, no Board Member or alternate may solicit, accept, or direct a campaign contribution of more than \$250 from you or your agent during this period.
- II. You must file the attached Participant Disclosure Form if you or your agent(s) have, in the aggregate, contributed more than \$250 to any Board Member, or his/her alternate or officer of an Authority affiliated agency, between the date that you began to actively support or oppose the application for license, permit or other entitlement before the Authority, of any of its affiliated agencies, and three (3) months after the Authority renders a final decision on the application or proceeding. (The disclosure form will assist the Board Members in complying with the law.)
- III. If you or your agent have, in the aggregate, contributed more than \$250 to any Board Member or his/her alternate between the date that you began to actively support or oppose the application for license, permit or other entitlement before the Authority, or any of its affiliated agencies, and three (3) months after the Authority renders a final decision on the application or proceeding, that Board Member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the Board Member or his/her alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about the contribution and the fact that you are a participant in the proceeding.

- IV. The Participant Disclosure Form should be completed and filed with the Proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the Board Members or officers of any MGLFECA affiliated agency.

## DEFINITIONS

1. A "Participant" means:

- A. The individual or entity is not an actual party to the proceeding, but does have a financial interest in the decision involving a license or permit.

**AND**

- B. The individual or entity, directly or through an agent, does any of the following:
1. Communicates, either in person or in writing, with a Board Member, or alternate, or any officer of an Authority affiliated agency for the purpose of influencing the Board Member's vote on the Proposal;
  2. Communicates, either in person or in writing, with an employee of the Authority or any of its affiliated agencies for the purpose of influencing a Board Member's vote on the Proposal;
  3. Testifies in person before the Board of Directors of the Authority for the purpose of influencing a Board Members vote on the qualification
  4. Otherwise acts to influence the Board Members on the vote of the qualification.
2. "License, permit or other entitlement for use" means all business, professional, trade, and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
3. "Agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an individual agent acting as an agent is also acting in his/her capacity as an employee or member of a legal, architectural, engineering, or consulting firm, or similar business entity, both the business entity and the individual are "agents".

To determine whether you have made campaign contributions of more than \$250, contributions made by you between the date that you began to actively support or oppose the application for license, permit or other entitlement before the Authority, or any of its affiliated agencies, and three (3) months after the Authority renders a final decision on the application or proceeding, must be aggregated with those made by your agent within the same period. Contributions made to different Board Members or their alternates are not aggregated.

A list of the members and alternates of the Board of Directors is attached.

**PARTICIPANT DISCLOSURE FORM**

This notice summarizes the major requirements of Government Code Section 84308 and Section 18438.8 of Title 2 of the California Administrative Code.

To be completed only if campaign contributions have been made while a proceeding involving the license, permit, or other entitlement for use is pending before the Authority and within three (3) months following the date the Authority renders a final decision in the proceeding.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Application or Proceeding  
Title and Number: \_\_\_\_\_

Board Member(s) or alternate(s) to whom you or your agent made campaign contributions in excess of \$250 while a proceeding involving the license, permit, or other entitlement for use is pending before the Authority or within three (3) months following the date the Authority renders a final decision in the proceeding:

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Participant): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Participant): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

*[Add additional sheets as necessary.]*

Date: \_\_\_\_\_

## **AUTHORITY BOARD OF DIRECTORS**

Keith Hanks, Chair  
City of Azusa, Council Member  
213 E. Foothill Boulevard  
Azusa, CA 91702

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City of Glendora, Council Member  
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Los Angeles, CA 90012

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Board of Directors  
406 E. Huntington Drive, Suite 202  
Monrovia, CA 91016

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City of Claremont, Council Member  
207 Harvard Avenue  
Claremont, CA. 91711

Bill Bogaard, Non-Voting Member  
City of Pasadena, Mayor  
100 N. Garfield Avenue, 2<sup>nd</sup> Floor  
Pasadena, CA 91109

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Board of Directors  
1427 Monterey Road  
South Pasadena, CA 91030

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Board of Directors  
45 Hidden Valley Road  
Monrovia, CA 91016

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*Alternate for Daniel Evans*  
City of South Pasadena, Council  
Member  
601 Milan Avenue  
South Pasadena, CA 91030

Gerald Miller  
*Alternate for E. Reyes*  
Chief Legislative Analyst  
City of Los Angeles, City Hall  
200 N. Spring Street, Room 255  
Los Angeles, CA 90012

Mary Ann Lutz  
*Alternate for Sam Pedroza*  
City of Monrovia, Mayor  
415 S. Ivy Avenue  
Monrovia, CA. 91016

## ATTACHMENT C

### GIFT DISCLOSURE FORM

#### Information Sheet

#### METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

The attached Gift Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Metro Gold Line Foothill Extension Construction Authority or any of its affiliated agencies. (Please see next page for definitions of these terms.)

#### Important Notice

##### Basic Provisions of Government Code Sections 87100 and 87103

- I. If you are an applicant for, or the subject of, any proceedings involving a license, permit, or other entitlement for use, you are prohibited from making a gift, as defined in Section 82028, valued at \$10 or more to any Board Member of the Authority or his/her alternate during the 12 month period preceding the decision in the proceeding.
- II. These prohibitions also apply to your intermediaries or agents, and if you are a closely held corporation, to your majority shareholder. These prohibitions also apply to your subcontractor(s) and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- III. You must file the attached Gift Disclosure Form and disclose if you, your intermediary(ies) have in the aggregate, contributed \$10 or more to any Board Member, or his/her alternate, during the 12 month period preceding the decision in the proceeding.
- IV. If you, your intermediary or your agent have in the aggregate contributed \$10 or more to any individual Board Member or his/her alternate during the 12 months preceding the filing of the application or the initiation of the proceeding, that Board Member or alternate must disqualify himself for herself from the decision and abstain from making participating in making or using or attempting to use his or her official position to influence the Board of Directors decision.
- V. The Gift Disclosure Form should be completed and filed with your Proposal, or with the first written document you file or submit after the proceeding commences.

## DEFINITIONS

1. "License, permit or other entitlement for use" means all business, professional, trade, and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
2. "Agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an individual acting as an agent is also acting in his/her capacity as an employee or member of a legal, architectural, engineering, or consulting firm, or similar business entity, both the business entity or corporation and the individual are your "agents".

To determine whether you have made a gift of \$10 or more, gifts made by you within the preceding 12 months must be aggregated with those made by your intermediary or agent within the preceding 12 months. Contributions made by your majority shareholder (if closely held corporation), subcontractor(s), and partner(s) in the proceeding must also be included as part of the aggregation. Gifts or donations made to different members or alternates are not aggregated.

A list of the members and alternates of the Board of Directors is attached.

## **GIFT DISCLOSURE FORM**

To be completed only if gifts or donations have been made in the preceding 12 months of the decision in the proceeding.

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Application or Processing

Title and Number: \_\_\_\_\_

Board Member(s) or Alternate(s) to whom you, your intermediary, and/or your agent made gifts in excess of \$10 in the preceding 12 months of the decision in the proceeding.

Name of Member: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

Name of Member: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

*[Attach additional forms if necessary.]*

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Party and/or Agent

## **AUTHORITY BOARD OF DIRECTORS**

Keith Hanks, Chair  
City of Azusa, Council Member  
213 E. Foothill Boulevard  
Azusa, CA 91702

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City of Glendora, Council Member  
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Board of Directors  
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Board of Directors  
45 Hidden Valley Road  
Monrovia, CA 91016

## **AUTHORITY BOARD ALTERNATES**

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*Alternate for Daniel Evans*  
City of South Pasadena, Council  
Member  
601 Milan Avenue  
South Pasadena, CA 91030

Gerald Miller  
*Alternate for E. Reyes*  
Chief Legislative Analyst  
City of Los Angeles, City Hall  
200 N. Spring Street, Room 255  
Los Angeles, CA 90012

Mary Ann Lutz  
*Alternate for Sam Pedroza*  
City of Monrovia, Mayor  
415 S. Ivy Avenue  
Monrovia, CA. 91016

## **ATTACHMENT D**

### **PARTICIPANT GIFT DISCLOSURE FORM**

#### Information Sheet

#### **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**

Participant in a proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Authority, or any of its affiliated agencies, must complete the attached Participant Gift Form. (Please see next page for definitions of these terms.)

#### Important Notice

##### Basic Provisions of Government Code Sections 87100 and 87103

- I. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a gift as defined in Section 82028 valued at \$10 or more to any Board Member of the Authority, or his or her alternate during the 12 months period preceding the decision in the proceeding.
- II. You must file the attached Participant Gift Disclosure Form if you, or your agent have, in the aggregate, made a gift of \$10 or more to any Board Member, or his/her alternate during the 12 month period preceding the decision in the proceeding.
- III. If you, your intermediary, or your agent have in the aggregate contributed \$10 or more to any Board Member or his/her alternate during the 12 months preceding the decision in the proceeding, that Board Member or alternate must disqualify himself for herself from the decision and abstain from making participating in, making, or using or attempting to use his/her official position to influence the Board of Directors decision.
- IV. The Participant Gift Disclosure Form should be completed and filed with the Proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the Board Members or any Authority affiliated agency.

## DEFINITIONS

### 1.A "Participant" means

A. The individual or entity is not an actual party to the proceeding, but does have a financial interest in the decision involving a license or permit.

### **AND**

B. The individual or entity, directly or through an agent, does any of the following:

1. Communicates, either in person or in writing, with a Board Member, or alternate, or any officer of an Authority affiliated agency for the purpose of influencing the Board Member's vote on the Proposal;

2. Communicates, either in person or in writing, with an employee of the Authority or any of its affiliated agencies for the purpose of influencing a Board Member's vote on the Proposal;

3. Testifies in person before the Board Members of the Authority for the purpose of influencing a Board Members vote on the qualification

4. Otherwise acts to influence the Board Members on the vote of the qualification.

2. "License, permit or other entitlement for use" means all business, professional, trade, and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

3. "Agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an individual agent acting as an agent is also acting in his/her capacity as an employee or member of a legal, architectural, engineering, or consulting firm, or similar business entity, both the business entity and the individual are "agents."

To determine whether you have made a gift of \$10 or more, gifts made by you within the preceding 12 months must be aggregated with those made by your intermediary or agent within the preceding 12 months. Gifts or donations made to different members or alternates are not aggregated.

A list of the members and alternates of the Board of Directors is attached

## **PARTICIPANT GIFT FORM**

To be completed only if gifts or donations have been made in the preceding 12 months of the decision in the proceeding.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Application or Processing: \_\_\_\_\_

Title and Number:

Board Member(s) or alternates(s) to whom you , your intermediary and your agent made gifts in excess of \$10 in the preceding 12 months of the decision in the proceeding.

Name of Member: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of person making gift (if other than the party)

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Participant): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

*[Attach additional forms if necessary.]*

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Party and/or Agent

## **AUTHORITY BOARD OF DIRECTORS**

Keith Hanks, Chair  
City of Azusa, Council Member  
213 E. Foothill Boulevard  
Azusa, CA 91702

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*Alternate for Sam Pedroza*  
City of Monrovia, Mayor  
415 S. Ivy Avenue  
Monrovia, CA. 91016

## ATTACHMENT E

### DRUG FREE WORKPLACE CERTIFICATE

The undersigned applicant, or person who is the subject of the proceeding involving a license, permit, or other entitlement for use pending before the board of directors of the Authority, or any of its affiliated agencies, hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Applicant's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by paragraph 1;
4. Notifying all employees in writing that as a condition of employment on a covered contract, the employee shall:
  - a. Abide by the terms of the statement; and
  - b. Notify the applicant in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying the Authority in writing within ten (10) calendar days after receiving notice under paragraph 4(b) above, from an employee. The notice shall include the position and/or title of the employee;
6. Within thirty (30) calendar days after receiving notice under paragraph 4(b) of a conviction, taking one of the following actions with respect to said employee.

- a. Taking appropriate personnel action against such employee, up to and including termination; and/or
- b. Requiring said employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs 1 through 6.

Applicant: \_\_\_\_\_  
(Please print or type)

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Authorized Signature Date

\_\_\_\_\_  
County Of Affix Corporate Seal

\_\_\_\_\_  
State Of (If Applicable)

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_ An individual acting in their own right;

\_\_\_\_\_ Of \_\_\_\_\_  
Title Corporation/Company

a \_\_\_\_\_ Corporation, on behalf of the corporation.  
State

\_\_\_\_\_ Acknowledging partner/agent on behalf of \_\_\_\_\_  
Name of partnership  
a partnership.

This person is personally known me or has produced \_\_\_\_\_ as  
identification and who (did/did not) take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

Place Notary Seal Here

In lieu of Stamp: \_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Expiration

## **ATTACHMENT F**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

#### **- LOWER TIER COVERED TRANSACTIONS-**

1. By signing and submitting this certification with the Proposal, the prospective lower tier applicant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier applicant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier applicant shall provide immediate written notice to the Authority if at any time the prospective lower tier applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “debarment,” “suspension,” “ineligible,” and “voluntary exclusion,” as used in this clause, have the meanings set out in the Definitions section of rules implementing Executive Order 12549 [2 C.F.R. Part 1200 (formerly 49 C.F.R. Part 29) and 2 C.F.R. Part 180]. You may contact the Authority for assistance in obtaining a copy of those regulations.
5. The prospective lower tier applicant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
6. The prospective lower tier applicant further agrees by submitting this qualification that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction -” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. An applicant in a covered transaction may rely upon a certification of a prospective applicant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. An applicant may decide the method and frequency by which it determines the eligibility of its principals. Each applicant may, but is not required to, check the Nonprocurement List issued by U.S. General Services Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a applicant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transaction authorized under paragraph 5 of these instruction, if a applicant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion**

**- Lower Tier Covered Transaction"**

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_, hereby attest and swear that I am

\_\_\_\_\_ of \_\_\_\_\_ and the  
(Title) (Firm)

named firm is submitting the attached bid for the project(s) identified as follows:

Metro Gold Line Foothill Extension RFP C1132.

I further hereby certify that:

1) I am either an officer, director, owner, partner, key employee, or other person within the prospective lower tier applicant with primary management or supervisory responsibilities; and

2) To the best of my knowledge and belief, the prospective lower tier applicant and its "principals" [as defined at 49 C.F.R. § 29.105(p)]:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier applicant is unable to certify to any of the statements in this certification, such prospective applicant shall attach an explanation to this bid.

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Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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Notary

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My commission expires

## ATTACHMENT G

### CERTIFICATE OF RESTRICTION ON LOBBYING

The applicant certifies, by signing this certification, to the best of their knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit the attached Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

This certification is a material representation of fact upon which reliance will be placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 of Title 31 of the United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The Proposer also agrees by submitting its Proposal that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subconsultants shall certify and disclose accordingly.

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Name of Authorized Signature

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Date

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Signature

## ATTACHMENT H

### BUY AMERICA CERTIFICATE

As a condition of responsiveness, the Proposer must submit with his Qualification a completed Certificate of Compliance or a Certificate of Non-Compliance with Section 5323(j) of Title 49 of the United States Code.

#### STEEL or MANUFACTURED PRODUCTS

#### CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. 5323(j)

The Proposer hereby certifies that it will comply with the requirements of Section 5323(j) of Title 49 of the United States Code, and the applicable regulations in 49 C.F.R. Part 661 *et seq.*

DATE: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

-OR-

#### CERTIFICATE FOR NON-COMPLIANCE WITH 49 U.S.C. 5323 (j)

The Proposer hereby certifies that it cannot comply with the requirements of Section 5323(j) of Title 49 of the United States Code but it may qualify for an exception to the requirement pursuant to Section 5323(j)(2) and regulations in 49 C.F.R. Part 661.7.

DATE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ATTACHMENT I

### ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT

#### METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

1. Policy

An organizational conflict of interest means that because of other activities, relationships, or contracts, an applicant is unable, or potentially unable, to render impartial assistance or advice to the Authority; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage.

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Applicant's team (including proposed consultants, subconsultants and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

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### 3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

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### 4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

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Signature

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Name

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Title

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Firm Name