



CALIFORNIA

High-Speed Rail Authority

Request for Proposals for Tier III Trainsets

ATTACHMENTS TO INSTRUCTIONS TO PROPOSERS

RFP No.: HSR14-30

INDUSTRY REVIEW DRAFT – 1/30/2015



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ATTACHMENT A: TRANSMITTAL LETTER

PROPOSER: _____

Proposal Date: _____

Technical Proposal or **Final Proposal** (Check one.)

California High-Speed Rail Authority
Attention: Ms. Rebecca Harnagel
770 L Street, Suite 1160
Sacramento, CA 95814
Phone: (916) 324-1541
Fax: (916) 322-0827
Email: Trainsets@hsr.ca.gov

The undersigned Proposer submits this Proposal in response to that certain Request for Proposals No. HR 14-30 dated [insert date], as amended (the "RFP"), issued by the California High-Speed Rail Authority (the "Authority").

PROPOSAL SECURITY: A Proposal Bond or Proposal Letter of Credit, in an amount of US\$10,000,000, is / will be submitted with the Final Proposal as a Proposal Security.

Proposer represents and warrants that it has read the RFP and agrees to abide by the contents and terms of the RFP and of its Proposal.

Proposer acknowledges receipt of the following Addenda:

Addenda	Release Date

Our Proposer team consists of the following members (include the Proposer, any members, partners, joint venturers of Proposer if Proposer is a consortium, partnership or joint venture, or any Guarantor to any of these entities):

Proposer certifies that this Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP, has reviewed all materials posted on the Authority website, the Addenda, if any, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed



by the Contractor and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified the Authority of any deficiencies in, or omissions from, the RFP or other documents provided by the Authority.

Proposer authorizes the Authority to make any inquiries necessary to verify the information presented in this Proposal, and to obtain any financial information necessary to evaluate Proposer team's capacity to supply the necessary financial resources to deliver the Project.

Proposer understands that the Authority may reject each Proposal the Authority may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the Project procurement process will be borne solely by the Proposer.

Proposer agrees that the Authority will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Proposal.

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

Proposer's Official Representative: _____.

Proposer's business address:

No.	Street	Floor or Suite	
-----	--------	----------------	--

City	State or Province	ZIP or Postal Code	Country
------	-------------------	--------------------	---------

State or Country of Incorporation/Formation/Organization: _____

I certify under penalty of perjury under the laws of the State of California that the preceding information is true and correct and that I am authorized to execute on behalf of the Proposer or a member, partner or joint venture of Proposer, as applicable.

By signing this Transmittal Letter, Proposer confirms that the Official Representative named above is authorized to act as agent on behalf of the Proposer and is the point of contact for the Proposer in dealings with the Authority throughout the Project procurement process. If Proposer is a consortium, partnership, or joint venture, each member, partner or joint venture member must sign below.

In addition to providing the signatures below, documentation is attached to provide evidence of the authority of the above named Official Representative to execute and deliver this proposal on behalf of Proposer. (Examples of acceptable evidence include a statement on corporate letterhead signed by Proposer's CEO or COO, or a signed resolution from the Proposer's board of directors.) If Proposer is a consortium, partnership or joint venture, acceptable evidence must be provided by each member, partner or joint venture member. *[insert appropriate signature block from following pages]*

1. Sample signature block for corporation:

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

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

By: _____

Print Name: _____

Title: _____

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

3. Sample signature block for attorney in fact:

[Insert Proposer's name]

By: _____

Print Name: _____

Attorney in Fact



**ATTACHMENT B:
PROPOSAL EVALUATION PROCESS**

Tier III Trainsets

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1 INTRODUCTION TO THE EVALUATION PROCESS

This procurement contemplates the submission of a Technical Proposal, followed by the later submission of a Final Proposal by all Proposers whose Technical Proposals are in the Competitive Range. The Revised Technical Proposal should reflect the conclusions reached by the FRA in the waiver application process, as well as any Addenda to the RFP posted subsequent to the Technical Proposal Due Date.

Proposals will be evaluated using a three stage process designed to lead to the selection of the Proposer whose Proposal represents the best overall value for Authority.

Stage 1A – Responsiveness

Stage 1B – Pass/Fail Certification

Stage 1C – Evidence Supporting Proposer's Satisfaction of Requirements in Stage 1B Pass/Fail Certification

Stage 2 – Minimum Technical Requirements

Stage 3 – Best Value Parameters

Authority will use the Technical Proposal as a basis to perform Stages 1 and 2 of the evaluation process. Authority will use the Final Proposal as the basis to re-perform Stages 1 and 2 and to perform Stage 3, which will identify an Apparent Best Value Proposer.

The scores received by Proposers during the evaluation process are provided solely for evaluation purposes. Authority's review and evaluation of Proposals and selection of the Successful Proposer shall not alter any condition or term of the Contract, and shall not alter Contractor's obligation to comply with all terms and conditions of the Contract.

2 STAGES OF EVALUATION

2.1 Evaluation Stage 1

Stage 1A

In Stage 1A of the evaluation process, Authority will review each Proposal for responsiveness to the RFP instructions regarding organization and format, including the presence of all required forms and attachments. Those Proposals that Authority determines, in its sole discretion, are not responsive, may be excluded from further consideration. Authority may also exclude from further consideration any Proposal that it determines, in its sole discretion, contains a material misrepresentation.

Stage 1B

In Table 1, below, Authority has identified pass/fail criteria that must be satisfied by Proposers in order for their Technical Proposals to advance to Stage 2.

To satisfy the requirements of Stage 1B, Proposer shall provide Authority with an executed copy of the Pass/Fail Certification (Attachment Y).

Stage 1C



To satisfy the requirements of Stage 1C, Proposer shall provide the information specified in the Stage 1C section of Table 1, which will serve as evidence in support of the Proposer's satisfaction of several critical requirements covered by the Stage 1B certification. The evidence supplied must enable Authority to ascertain whether the proposed design will comply with the referenced sections of the Performance Specification. It is in the interest of Proposer to ensure that the requirements are addressed in an unambiguous way.

Authority may determine that a Proposer has not passed Stage 1 during the Stage 1 review or based on Authority's review during a subsequent stage.

Table 1 – Pass/Fail Requirements

Section	Requirement Description	Information to be Provided, at a Minimum, to Address the Referenced Section
STAGE 1B		
	Pass/Fail Certification Letter	Proposer shall certify, using the form provided in Attachment Y, that it is offering a Trainset and associated services that meet the requirements listed in the form.
STAGE 1C		
1.0	Introduction	Proposer shall provide evidence that it is offering a Trainset and associated services that meet the requirements identified in the referenced section.
4.1; 7.5	Regulations and Standards	Proposer shall provide evidence that it will comply with the draft regulations identified in ETF_001-03 – Proposed Rule text for NPRM (Notice of Proposed Rule Making). For exterior noise, Proposer shall provide evidence that Proposer will comply with the noise requirements set forth in Section 7.5 of the Performance Specification. Note: content will also be evaluated as a part of Stage 3.
5.1.1	Journey Time	Proposer shall conduct a Train Performance Calculator (TPC) simulation using the alignment information provided by the Authority (refer to "Authority's San Jose-LA Union Station Alignment" attached to the Performance Specification) to confirm that the stated trip time is met. Proposer shall provide detailed TPC model outputs complete with a detailed narrative analysis including the inputs assumed for the model and the results achieved. Proposer shall detail the sensitivity of Proposer-selected inputs for the model and the impact upon the results. Proposer shall provide evidence that the model has been validated, and how it has been validated, and shall provide a working version of the model, complete with license and operating instructions, to Authority. Note: content will also be evaluated as a part of Stage 3.
6	Reliability, Availability, Maintainability, and Safety (RAMS)	Proposer shall provide a detailed overview of the reliability and maintainability levels that will be achieved by its platform offering at both the Trainset and subsystem level. Assumptions and data/information in support of the reliability levels stated shall be provided and clearly explained. Proposer shall provide the information requested in Table 1A below, titled "Trainset RAM Metric Values." Proposer's RAM Metric Values shall use the RAM Analysis Factors, defined in Table 1B, below. Note: content will also be evaluated as a part of Stage 3.
7.2	Trainset Product Platform /	Proposer shall provide drawings that demonstrate that the product offering complies with specified requirements.
7.3	Trainset Configuration	

8.4.6	Passenger Seating Capacity	Proposer shall provide evidence that it is offering a Trainset with a minimum of 450 passenger seats while meeting the requirements of the Performance Specification.
8.18	Fire Safety Systems	Proposer shall provide evidence to support the specified the heat release rate value for the Trainset it is offering. Note: content will also be evaluated as a part of Stage 3.
12.3.11	Track Geometry	Proposer shall provide evidence that it is offering a Trainset and associated services that meet the requirements identified in the referenced section.
12.3.12	Gradients	Proposer shall provide evidence that it is offering a Trainset and associated services that meet the requirements identified in the referenced section.
12.3.18	Static Axle Load	Proposer shall provide evidence that it is offering a Trainset and associated services that meet the requirements identified in the referenced section.
12.3.19	Clearances	Proposer shall provide evidence that it is offering a Trainset and associated services that meet the requirements identified in the referenced section.

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Table 1A Trainset RAM Metric Values

Sys. No.	Vehicle System	MTBSI (hr)	MTRS (man-hr)	MTBCF (hr)	MTTR (man-hr)	List each failure which immobilizes a Train and provide its MTBSI
1	Door Control System & Doors					
2	Communications / Passenger Information Signs					
3	CCTV					
4	Event Recorder					
5	Monitoring and Diagnostic System					
6	HVAC System					
7	Primary Power Distribution and Aux. Power System, Low Voltage System, Trainlines and Train and Car Control, and Pantograph Current Collector					
8	Propulsion and Adhesion Management System					
9	Friction Brake System, Compressed Air System, Parking Brake System, Dump Valves					
10	Carbody					
11	Interior Furnishing and Finishes					
12	Lighting					
13	Coupler					
14	Truck Assemblies					
15	Fire Protection Systems and Extinguishers					
Trainset Level						

Table 1B Trainset RAM Analysis Factors

CHSR revenue hours per day	18
CHSR peak hours per day	6
CHSR off-peak hours per day	12
CHSR non-revenue hours per day	1
Trip miles, one way	551
Max trip time, one way	3:40
Min trip time, one way	3:08
Max station stops, one way	8
Min station stops, one way	3
Max daily Trainset revenue miles	1,858
Average annual Trainset revenue miles	436,409
Revenue Service (hrs/yr)	4,778
Average Trainset speed per trip (mph)	175
Average Trainset speed per day (mph)	77
Failure Response Logistics and Travel Time (hrs)	
Time for Trainset cab crew to respond, within cab	0.05
Time for Trainset crew to respond to location outside cab	0.17
Time for maintenance crew to respond at stopped Train location	1.00
For the purpose of MTTRS calculations in the proposal phase, the following value shall be used:	
Time To Restore Service for failure which immobilizes a Train	3.00



2.2 Evaluation Stage 2

2.2.1 Minimum Technical Requirements

Technical Proposals assessed as having fully complied with requirements of Stage 1 will then be evaluated with regard to the minimum technical requirements set forth in Table 2, below.

To advance to Stage 3, Proposals must achieve a minimum score of 65 total points (out of a potential 100 points) for Stage 2.

The following details the method to score each of the minimum technical requirements in Table 2. Authority will evaluate each technical requirement in the table and determine, based on the strength of Proposer's response for that requirement, which of the following categories to assign to the requirement:

- a. 100% - The information provided demonstrates an approach that significantly exceeds the contract requirements in a beneficial way, providing advantages, benefits or added value to the project.
- b. 70% - The information provided demonstrates an approach that meets the contract requirements, or could meet the contract requirements with minor adjustments;
- c. 0% - The information provided demonstrates an approach that does not meet the contract requirements.

Authority will multiply the "Potential Points" for the requirement by the assigned category to determine the number of points earned by the Proposer for that requirement (e.g., for a technical requirement with twenty-five Potential Points that is assigned category (b), the calculation would be as follows: 25 x 0.7 = 17.5 points).

Table 2 – Minimum Technical Requirements

Section	Requirement/Description	Potential Points	Information to be Provided, at a Minimum, to Address the Referenced Clause
[To Be Provided]	[Reference System]	[To Be Provided]	[To Be Provided]
Perf. Spec. §§8.4.5, 11.2.2	General Requirements / Interior Aesthetic Design Concepts / Flexibility	[To Be Provided]	Proposer shall provide three interior concept packages that illustrate proposals for the interior design arrangement. Proposer shall describe the interior equipment, fittings and finishes in the Proposal. Proposer shall describe the level of flexibility that is built into the interior design.
Perf. Spec. §8.8.2	Driving Simulator	[To Be Provided]	Proposer shall provide a description of the Driving Simulator that it will provide.
Perf. Spec. §8.15	Lighting	[To Be Provided]	Proposer shall provide a description of the interior and exterior lighting installations, describing how the requirements defined in the Performance Specification are met. This description shall also include details for the emergency lighting system. The Proposal shall include a description of a control system to change the appearance of the interior lighting (e.g., dimmable lights, etc.).
Perf. Spec. §§8.19.8, 12.3.49	Trainset Dynamic Behavior Vehicle/Track Analytical Simulation	[To Be Provided]	Proposer shall provide simulation modeling data that demonstrates the ability of the product offering to meet the Performance Specification requirements. Proposer shall conduct minimally compliant analytical track (MCAT) simulations as described in the Performance Specification for track Classes 2 to 9 and identify any changes that would be required to the Service-Proven suspension design or the track geometry safety limits in



Section	Requirement/Description	Potential Points	Information to be Provided, at a Minimum, to Address the Referenced Clause
			<p>order for the vehicle to comply with the vehicle-track interaction (VTI) Safety Criteria for track Classes 2 and 3.</p> <p>Proposer shall describe its approach to mitigating low speed wheel-climb derailments and conduct analyses in accordance with the FRA Low Speed Derailment Safety Advisory SA-2013-02.</p> <p>Proposer shall provide analysis in accordance with APTA PR-M-S-014-06 Wheel Load Equalization Standard.</p> <p>Proposer shall provide details of the recommended wheel profile to be used on the equipment. Final wheel profile will be validated during qualification testing.</p> <p>Proposer shall provide a preliminary Vehicle/track analytical simulation to:</p> <ul style="list-style-type: none"> a) Demonstrate Proposer's expertise in FRA-mandated Vehicle/track computer simulations to identify dynamic performance issues and confirm Vehicle-track compatibility prior to operation. b) Provide feasible potential Trainset parameters that serve as a basis for: <ul style="list-style-type: none"> a. Refining aerial guideway structure design criteria. b. Verification of infrastructure performance for Vehicle-track-structure interaction. c) A preliminary Trainset design as denoted by Figure 1 shall be provided. Column (2) of Table 2A shall be completed for a minimum of one full Trainset. A single value shall be entered by the Proposer for each parameter in Column (2). A range of parameters will not be accepted. <p>Up to two additional full preliminary Trainset designs may be provided in Columns (3) and (4) of Table 2A, to reflect alternative design concepts, to accommodate a range of parameters for different Trainsets, or to illustrate specific performance enhancements. A maximum of three preliminary Trainset designs may be proposed.</p> <p>Each preliminary Trainset design shall be in general compliance with Authority-related performance requirements as defined in the RFP.</p> <p>For each Specified parameter in Table 2A, Proposer shall specify the expected required tolerance for final design and complete Columns (6) and (7). Excessive tolerances for final design require justification and may be rejected.</p> <p>For each preliminary Trainset design, a preliminary vehicle/track analysis shall be performed using the methodology described in 49 CFR Part 213 Appendix D. For purposes of preliminary analysis only, the MCAT simulations shall be completed for the specific scenarios defined in Table 2B. For a given preliminary analysis scenario, relevant track perturbations and amplitudes shall be defined in accordance with 49 CFR Part 213 Appendix D.</p> <p>At a minimum, MCAT Analysis results shall be submitted for all parameters reflected in the VTI Safety limits table in 49 CFR Part 213.333. It is expected that the analysis results for each preliminary Trainset design shall be in general compliance with VTI Safety limits for all scenarios defined in Table 2B.</p> <p>Proposer's proposal shall provide a preliminary evaluation of VTI Safety limits using vehicle/track computer simulation methodology mandated by the FRA. The Proposal requirements shall not be interpreted to reduce the scope of</p>

Section	Requirement/Description	Potential Points	Information to be Provided, at a Minimum, to Address the Referenced Clause
			final design requirements as defined elsewhere in the Performance Specification and 49 CFR Part 213 Appendix D.
Gen. Prov. §6	Draft Baseline Program	<i>[To Be Provided]</i>	<i>[To Be Provided]</i>
Gen. Prov. §21	Draft Project Management Plan (PMP)	<i>[To Be Provided]</i>	<i>[To Be Provided]</i>
		100	

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Table 2A – Preliminary Trainset Design Parameters

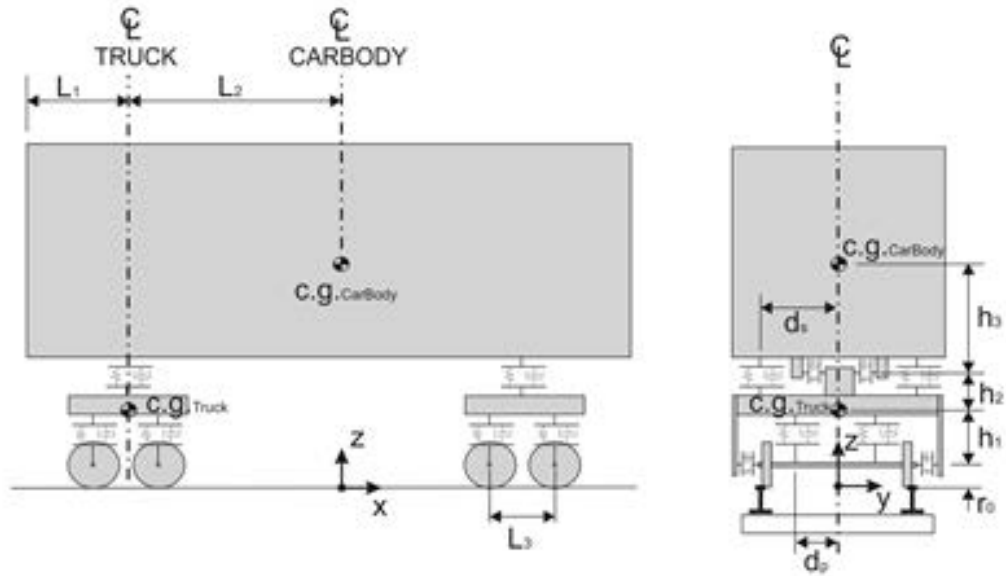
Parameter	Notation	Value ^{1,2}			Units	Tolerance for Final Design (%)	
		Trainset 1 (Required)	Trainset 2 (Optional)	Trainset 3 (Optional)		+	-
		(1)	(2)	(3)		(4)	(5)
Length Dimensions							
end of carbody to centerline truck	L_1				ft		
centerline truck to centerline car	L_2				ft		
wheel spacing	L_3				ft		
Height Dimensions							
c.g. lateral secondary to c.g. car body	h_3				ft		
c.g. truck to c.g. lateral secondary	h_2				ft		
c.g. lateral primary to c.g. truck	h_1				ft		
Nominal Radius of Wheel	r_o				ft		
Width Dimensions							
centerline truck to vertical primary	d_p				ft		
centerline truck to vertical secondary	d_s				ft		
Masses							
Mass of Car Body	m_{cb}				lbft*s ² /ft		
Mass of Truck	m_t				lbft*s ² /ft		
Mass of Wheelset (including axle)	m_w				lbft*s ² /ft		
Mass Moments of Inertia (MMI)							
MMI of car body about x axis	I_{cbx}				lbft*s ² *ft		
MMI of car body about y axis	I_{cby}				lbft*s ² *ft		
MMI of car body about z axis	I_{cbz}				lbft*s ² *ft		
MMI of truck about x axis	I_{tx}				lbft*s ² *ft		
MMI of truck about y axis	I_{ty}				lbft*s ² *ft		
MMI of truck about z axis	I_{tz}				lbft*s ² *ft		
MMI of wheelset about x axis	I_{wx}				lbft*s ² *ft		
Stiffnesses							
Stiffness of Vertical Primary Suspension System	k_{z1}^p (Typ. of 4)				lb/ft		
Stiffness of Vertical Secondary Suspension System	k_{z1}^s (Typ. of 2)				lb/ft		
Stiffness of Lateral Primary Suspension System	k_{y1}^p (Typ. of 4)				lb/ft		
Stiffness of Lateral Secondary Suspension System	k_{y1}^s (Typ. of 2)				lb/ft		
Damping							
Damping of Vertical Primary Suspension System	c_{z1}^p (Typ. of 4)				lbft*s/ft		
Damping of Vertical Secondary Suspension System	c_{z1}^s (Typ. of 2)				lbft*s/ft		
Damping of Lateral Primary Suspension System	c_{y1}^p (Typ. of 4)				lbft*s/ft		
Damping of Lateral Secondary Suspension System	c_{y1}^s (Typ. of 2)				lbft*s/ft		

Notes:

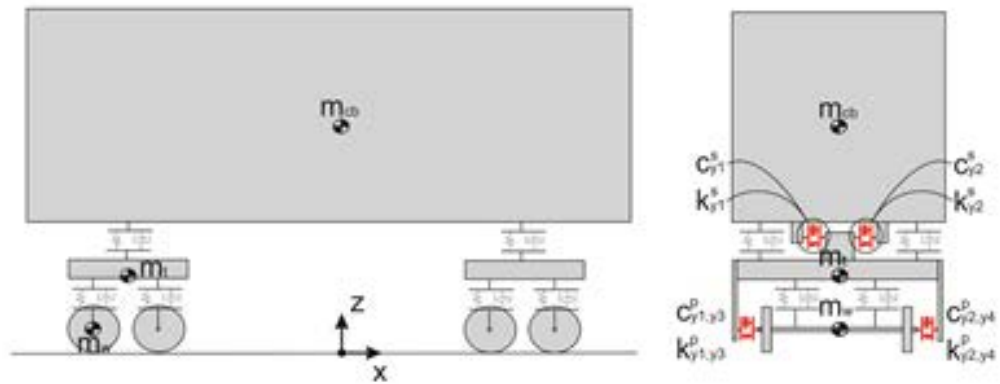
- 1) Refer to Figure 1 to illustrate the notations identified in this Table.
- 2) Linear stiffness and damping characteristics are anticipated to be used for the preliminary vehicle/track analytical simulation. Complex nonlinear behavior, including gaps, stoppers, etc. may be provided as a supplement/attachment to the Proposal.
- 3) Equivalent preliminary trainset design parameters may be developed from other relative properties.

Figure 1 – Preliminary Trainset Design Schematic

Car Body Dimensions



Lateral Suspension Information



Vertical Suspension Information

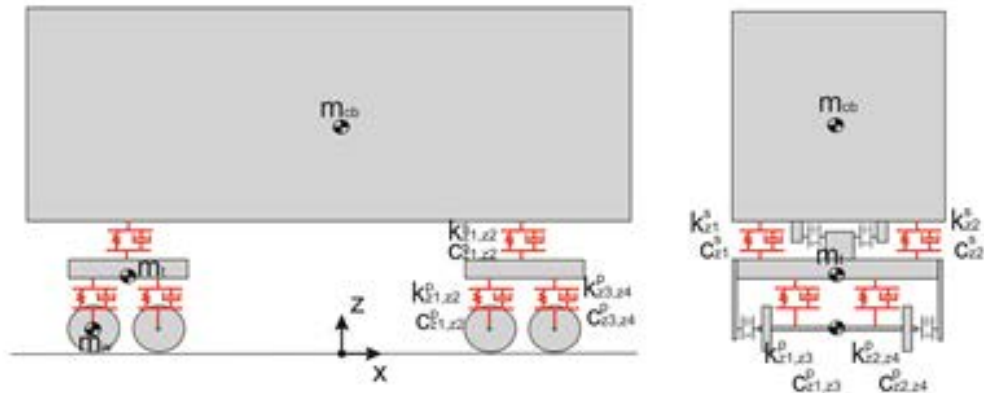


Table 2B – Preliminary MCAT Simulation Scenarios

Scenario No.	1	2	3	4	5	6	7	8	9	10	11	12
Load Condition	Fully Seated Loading Condition											
Suspension State	Normal Inflation											
Track Gage	56.5 inches											
Track Model Type	Tangent (straight) Track						Curved Track					
Cant Deficiency (E_u)	n/a						3 inches					
Superelevation	n/a						6 inches					
Degree of Curvature (D)	n/a						1.42			0.27		
Train Speed (V)	95 mph			220 mph			95 mph			220 mph		
Track Class	Class 6			Class 9			Class 6			Class 9		
Perturbation Wavelengths¹ (λ)	31ft	62ft	124ft	31ft	62ft	124ft	31ft	62ft	124ft	31ft	62ft	124ft
Scenario No.	1	2	3	4	5	6	7	8	9	10	11	12

Notes:

- 1) Perturbation wavelengths shown are intended for variable perturbation wavelengths only. Fixed wavelengths for hunting and short warp perturbations shall also be evaluated in accordance with 49 CFR Part 213 Appendix D.

2.3 Evaluation Stage 3

2.3.1 Best Value Score

Upon completion of the FRA waiver process, if needed, Proposers whose Technical Proposals are in the Competitive Range will be invited to submit a Final Proposal.

For each Final Proposal, Authority will evaluate the Final Proposal to determine whether it passes the Stage 1 and Stage 2 evaluation requirements set forth in this Attachment B. If Authority determines the a Final Proposal passes both Stage 1, and Stage 2, Authority will evaluate the Final Proposal in accordance with the best value parameters set forth in Table 3, below.

Proposer is encouraged to exceed the RFP requirements in order to demonstrate a technically superior offering. Table 3 identifies parameters that represent added value to Authority, and the maximum potential points assigned to each parameter.

The Revised Technical Proposal (30 points maximum) and Price Proposal (70 points maximum) scores received by each Proposer will be combined to give each Proposer a final Stage 3 score (100 points maximum).

Authority will evaluate each Revised Technical Proposal parameter in Table 3 designated as Type 1 based on the strength of Proposer's response for that parameter and assign one of the following categories to the parameter:

- 100% - The Proposer's response demonstrates an approach that provides significant advantages, benefits or added value to the Authority.
- 70% - The Proposer's response demonstrates an approach that provides some material advantages, benefits or added value to the Authority.
- 0% - The Proposer's response demonstrates an approach that does not provide any material advantages, benefits or added value to the Authority.

Authority will multiply the "Potential Points" for the Type 1 parameter by the assigned category to determine the number of points earned by the Proposer for that parameter (e.g., for a parameter with four potential points that is assigned category (b), the calculation would be as follows: $4 \times 0.5 = 2$ points).

Authority will evaluate each Revised Technical Proposal parameter in Table 3 designated as Type 2 based on the information the Proposer provided for that parameter as part of Stage 1C. For each Type 2 parameter, the Authority will normalize the Proposer's Proposal for that parameter against the other Proposals and calculate a score for that parameter using the formula for that parameter identified in Table 3.

Authority will evaluate the Price Proposal by normalizing the Proposer's proposed Rolling Stock Costs against all other proposed Rolling Stock costs and calculate a score for the Price Proposal using the formula identified in Table 3. The Price Proposals will not be opened until all Technical Proposals and Revised Technical Proposals are evaluated and final technical scores are established.



Table 3 – Best Value Parameters

Parameter	Maximum Points
REVISED TECHNICAL PROPOSAL	30 (Total)
<p>1. <u>Small Business Program</u> (Type 1) Authority seeks a Contractor that understands the policies and requirements set forth in the Small and Disadvantaged Business Enterprise Program; has an effective approach to meeting the Small Business and targeted worker program goals; and is committed to providing the systems, skilled management personnel and staffing levels necessary to meet the policies of Authority. Authority sees value in a Contractor with an outreach program that is visible, accessible and continuous throughout the duration of the Project; that is innovative and employs best construction industry outreach practices; and is financially supportive of small business and other subcontractors.</p> <ol style="list-style-type: none"> a. Describe the key elements of your outreach program which will become your commitments in and the basis of your Small Business Performance Plan, a Contract deliverable. Include your commitments to items such as workshops, technical assistance, seminars, trade fairs, industry forums and other small business focused events. Provide examples from other projects that illustrate the effectiveness of your approach. b. Describe the qualifications and experience of your proposed Small Business and Outreach Coordinator, and describe his/her role and responsibilities for both implementation and compliance with the Authority's Small Business and Disadvantaged Business Enterprise Program. Describe the coordinator's level of authority, placement in your proposed organization chart and percentage of time committed to the Project. c. Provide a narrative description and your commitments to innovation in assistance to small business such as access to capital, trade credits, surety bonding assistance or forbearance, insurance, and other supportive services. 	[X]
<p>2. <u>Service Period Requirements</u> (Type 1) Proposer shall provide a summary of the proposed Maintenance Plan and Maintenance Training Plan Proposer will be required to establish and implement under the Contract. Proposer shall also identify the types of Maintenance Facilities that Proposer will utilize to perform the Work. The description of Maintenance Facilities shall include a description of proposed structures, installed equipment and in-house capabilities.</p>	[X]
<p>3. <u>Experience Exporting Service-Proven Platform</u> (Type 1) (300 kph (186 mph) capable trainset) minimum 5 years in service.</p>	[X]
<p>4. <u>Experience Providing Maintenance Services</u> (Type 1) (300 kph (186 mph) capable trainset) minimum 5 years maintenance services.</p>	[X]

<p>5. <u>Approach to Integrating Autonomous Track and OCS Monitoring Systems onto Trainset</u> (Type 1) (Reference: Performance Specification Section 8.17.4)</p>	<p>[X]</p>
<p>6. <u>Financial Capacity</u> (Type 1) The Financial Capacity Submittal Requirements are set forth in Attachment G.</p> <p>The Authority will assess the Proposer's financial capacity to deliver the Project, including, but not limited to, the Proposer's ability to fund / finance manufacturing and maintenance facilities, meet security requirements and overcome potential cash flow issues during the manufacturing and service periods.</p>	<p>[X]</p>
<p>7. <u>Journey Time</u> (Type 2) Time < 2h10m between SJ and LAUS (Reference: Performance Specification Section 5.1)</p> <p><i>Journey Time Score= (Lowest Journey Time/Proposer's Journey Time) X 100 [Under development]</i></p>	<p>[X]</p>
<p>8. <u>Reliability</u> (Type 2) Trainset reliability > 4800 MTBSI (Reference: Performance Specification Section 6.1)</p> <p><i>Trainset Reliability Score= (Proposer's Trainset MTBSI/Highest Trainset MTBSI) X 100 [Under development]</i></p>	<p>[X]</p>
<p>9. <u>Exterior Noise</u> (Type 2) ≤96 dB(A) @ 354 kph (220 mph) (Reference: Performance Specification Section 7.5)</p> <p><i>Exterior Noise Score= (Lowest Exterior Noise Level/Proposer's Exterior Noise Level) X 100 [Under development]</i></p>	<p>[X]</p>
<p>10. <u>Fire Safety</u> (Type 2) Heat release rate for Trainset < XX MW (Reference: Performance Specification Section 8.18.1)</p> <p><i>HRR Score= (Lowest Trainset HRR/Proposer's Trainset HRR) X 100 [Under development]</i></p>	<p>[X]</p>

PRICE PROPOSAL	70 (Total)
<p data-bbox="256 191 634 218">11. Rolling Stock Cost Model</p> <p data-bbox="256 222 1182 386">Authority will evaluate the whole life cost of the rolling stock, rather than first cost basis, of each Proposer's Price Proposal. The Rolling Stock Cost Model allows the Authority to evaluate the up-front purchase price of the Trainsets, the ongoing maintenance costs of the Trainsets, and future savings, if any.</p> <p data-bbox="256 426 1166 585">All relevant amounts will be discounted to June 30, 2015 based on the discount rate specified in the Rolling Stock Cost Model to a NPV price after adjustments (the "Rolling Stock Cost"). The Rolling Stock Cost is calculated automatically based on values inputted by Proposer in the Rolling Stock Cost Model.</p> <p data-bbox="256 625 1154 720">See Attachment H and the Rolling Stock Cost Model (Attachment C2) for further instruction and detail on the assumptions and methodology for the development and evaluation of the Rolling Stock Cost Model.</p> <p data-bbox="256 760 1117 821">Proposer's Rolling Stock Cost will be normalized against all other Rolling Stock Costs to calculate a Price Proposal Score as follows:</p> <p data-bbox="256 858 1133 919"><i>Price Proposal Score= (Lowest Rolling Stock Cost/Proposer's Rolling Stock Cost) X 100</i></p> <p data-bbox="256 951 902 978">The lowest Rolling Stock Cost will receive all 70 points.</p>	70

2.3.2 Determination of Apparent Best Value Proposer

In order to determine the Apparent Best Value Proposer, the final Stage 3 score for all Proposers will be ranked. The Proposer with the highest final Stage 3 score will be identified as the Apparent Best Value Proposer.



ATTACHMENT C1: ROLLING STOCK COST MODEL COMMITMENTS

[To be completed by Proposer.]

Whole Life Cost Commitments	Proposer's Values	Units
<u>Weight</u>		
Axle Load		tonnes
Unsprung Axle Load		tonnes
<u>Energy Efficiency</u>		
kWh per trainset-mile		kWh per trainset-mile

Executed this day by Proposer's Official Representative.

Signature

Date

Printed Name

Proposer Name

ATTACHMENT C2: ROLLING STOCK COST MODEL

[Microsoft Excel file provided separately.]

DRAFT

ATTACHMENT D: SCHEDULE OF SUBCONTRACTOR(S)/ SUBCONSULTANT(S)

[To be completed by Proposer.]

Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed	Certification Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:			<input type="checkbox"/> SB <input type="checkbox"/> DBE <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K
Street Address:				<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:				<input type="checkbox"/> \$2 Mil-\$5 Mil
Phone:				<input type="checkbox"/> > \$5Mil
Fax:				
Tax ID:				
Contact Person:	Age of Firm:			
Email:				
Name:			<input type="checkbox"/> SB <input type="checkbox"/> DBE <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K
Street Address:				<input type="checkbox"/> \$500K-\$2 Mil
City, State Zip:				<input type="checkbox"/> \$2 Mil-\$5 Mil
Phone:				<input type="checkbox"/> > \$5Mil
Fax:				
Tax ID:				
Contact Person:	Age of Firm:			
Email:				
Name:			<input type="checkbox"/> SB <input type="checkbox"/> DBE <input type="checkbox"/> Micro B <input type="checkbox"/> DVBE	<input type="checkbox"/> < \$500K
Street Address:				<input type="checkbox"/> \$500K-\$2Mil
City, State Zip:				<input type="checkbox"/> \$2Mil-\$5Mil
Phone:				<input type="checkbox"/> > \$5Mil
Fax:				
Tax ID:				
Contact Person:	Age of Firm:			
Email:				

(Add rows/pages as needed)

Attach to this form copy(s) of applicable Small Business, Disadvantaged Business Enterprise, Microbusiness and/or Disabled Veterans Business Enterprise Certificates for those Subcontractor/Subconsultants that are identified as Small Businesses, Disadvantaged Business Enterprises, Microbusinesses and/or Disabled Veterans Business Enterprises.

Executed this day by Proposer's Official Representative.

Signature

Date

Printed Name

Proposer Name

DRAFT

ATTACHMENT E1: BUY AMERICA REQUIREMENTS

FRA BUY AMERICA REQUIREMENTS – OVERVIEW

This RFP is subject to FRA's "Buy America" statute at 49 U.S.C. § 24405(a) and applicable FRA guidance. See FRA Buy America Frequently Asked Questions at:

<http://www.fra.dot.gov/Page/P0391>

49 U.S.C. § 24405(a) allows the U.S. Secretary of Transportation to obligate funds for "a project only if the steel, iron, and manufactured goods used in the project are produced in the United States."

Buy America certification forms are provided in the immediately subsequent Attachments:

- Attachment E2 – Component Supplier Certification Form (BA-1)
- Attachment E3 – Certificates of Compliance and Non-compliance – Trainsets (BA-2 and BA-3)
- Attachment E4 – Component Worksheets (separate Excel file)

FRA BUY AMERICA DEFINITIONS

The following definitions apply to all Buy America requirements in this RFP:

Component means any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into the end product at the final assembly location.

A *component* is considered to be manufactured in the U.S. if there are sufficient activities taking place in the U.S. to advance the value or improve the condition of the subcomponents of that component; that is, if the subcomponents have been substantially transformed or merged into a new and functionally different article. All components relevant for this RFP are listed in the Component Worksheets, irrespective of a Trainset manufacturer or supplier's individual manufacturing process, component or subcomponent part name or title, and/or interpretation of or definition of "component", "manufacturing", or other included relevant process or definition.

End product means any vehicle, structure, product, article, material, supply, or system, which directly incorporates constituent components at a U.S. assembly location, that is acquired for public use under a federally-funded third-party contract, and which is ready to provide its intended end function or use without any further manufacturing or assembly change(s).

Final assembly is the creation of the end product (the new trainset) from individual elements brought together for that purpose through application of manufacturing processes. If a system is being procured as the end product by the grantee, the installation of the system qualifies as final assembly.

Manufacturing Process/ Manufacturing means the application of processes to alter the form or function of materials or of elements of the product in a manner adding value and transforming

those materials or elements so that they represent a new end product functionally different from that which would result from mere assembly of the elements or materials.

Rolling stock means transit, passenger and freight rail vehicles such as buses, vans, cars, railcars, locomotive, Trainsets, trolley cars and buses, as well as vehicles used for support services.

Subcomponent means any article, material, or supply, whether manufactured or unmanufactured, that is one step removed from a component in the manufacturing process and that is incorporated directly into a component as a result of the application of a manufacturing process.

Waiver in Common is a waiver that the FRA in its sole discretion may grant for a component that will apply to all Proposers whose proposals are under evaluation.

Activities constituting *Substantial Transformation of Subcomponents* to form a component include forming, extruding, material removal, welding, soldering, etching, plating, material deposition, pressing, permanent adhesive joining, shot blasting, brushing, grinding, lapping, finishing, vacuum impregnating, and, in electrical and electronic pneumatic, or mechanical products, the collection, interconnection, and testing of various elements. Mere assembly of the subcomponents does not constitute substantial transformation.

System means a machine, product, or device, or a combination of such equipment, consisting of individual components, whether separate or interconnected by piping, transmission devices, electrical cables or circuitry, or by other devices, which are intended to contribute together to a clearly defined function. Factors to consider in determining whether a system constitutes an end product include: Whether performance warranties apply to an integrated system (regardless of whether components are separately warrantied); whether products perform on an integrated basis with other products in a system, or are operated independently of associated products in the system; or whether transit agencies routinely procure a product separately (other than as replacement or spare parts).

BUY AMERICA REQUIREMENTS

FRA has stated that what constitutes FRA Buy America compliant rolling stock is rolling stock that have undergone final assembly in the U.S. from components that are manufactured in the U.S. Tier III High Speed Rail Trainsets (Trainsets) are included in the FRA definition of rolling stock. FRA has compiled a comprehensive list of items that it considers components of the Trainsets. This list can be found in the Component Worksheets provided as Attachment E4.

The Buy America requirements of this RFP are comprised of two parts:

Part I – Buy America Certification and Waiver Processes: Proposers must complete the Component Worksheets, along with the appropriate completed and signed certificates (Form(s) BA1 and either Form BA2 or Form BA3) to indicate that, with the exception of the prototype Trainsets, the proposed Trainsets will undergo final assembly in the U.S. from components that will be manufactured in the U.S. or that a waiver(s) will be required and sufficient documentation to process the waiver(s) is submitted with that Certificate of Non-Compliance (Form BA3).

Part II – Buy America Audits: The Buy America process for this procurement will include pre-award and post-delivery audits. The Authority and/or its representative will also provide ongoing

oversight of the Contractor's Buy America compliance during the Trainsets' design and manufacture.

While FRA uses some Federal Transit Administration (FTA) Buy America precedent as guidance for FRA grantees, the FTA Buy America requirements do not apply to this RFP. Most significantly, FRA's Buy America statute does not contain an exception allowing for a waiver from the Buy America requirements, "when ... the cost of components and subcomponents produced in the U.S. is more than 60 percent of the cost of all components of the rolling stock; and ... final assembly of the rolling stock has occurred in the U.S."

Buy America documentation to be included as part of the Technical Proposal or Revised Technical Proposal submission, as appropriate, includes:

1. Completed and signed Buy America Component Supplier Certification Forms (Attachment E2, which includes Form(s) BA1), one for each supplier;
2. Completed and signed Buy America Certificate of Compliance or Non-Compliance (Attachment E3, which includes Form BA2 or Form BA3);
3. Completed Component Worksheets (Attachment E4);
4. Any Buy America Waiver Requests and Justifications, if applicable; and
5. the Domestic Content Improvement Plan.

Part I - Buy America Certification and Waiver Processes

The FRA Buy America requirements consist of two elements:

1. With the exception of the prototype Trainsets, final assembly of the Trainsets must occur in the United States (no waivers will be granted to this requirement); and,
2. 100 percent of the components (see list of components in the Component Worksheets) must be manufactured in the U.S. (waivers may be granted for this requirement).

However, a Technical Proposal or Revised Technical Proposal will be deemed compliant with the Buy America Certification (Form BA2 or Form BA3) requirements in this RFP if:

- With the exception of the prototype Trainsets, final assembly of the Trainsets will occur in the U.S. and EITHER:
 - 100 percent of the components will be manufactured in the U.S. and the Proposer submits a Certificate of Compliance (Form BA2) and a form documenting the U.S. location of each components' manufacture (Form(s) BA1); OR
 - 100 percent of the components cannot be manufactured in the U.S. and the Proposer submits a Certificate of Noncompliance (Form BA3) and a form, documenting the components that will be manufactured in the U.S. (Form(s) BA1) and for components that cannot be manufactured in the U.S. submits documentation sufficient to process and support a waiver from FRA's Buy America requirement (see 49 U.S.C. § 24405(a)(2)).

All certifications are subject to audits.

Final Assembly Requirement and Prototype Waiver Process

Final assembly of the Trainsets must occur in the U.S. However, FRA has granted a waiver of the final assembly requirement for up to two prototype Trainsets. To ensure that the service-proven safety performance of the Trainsets is not compromised, a foreign manufacturer selected by the Authority may be permitted to assemble the prototypes outside of the U.S., while simultaneously taking the steps necessary to localize manufacturing and train American workers as subsequent production begins. Notwithstanding the FRA waiver, the prototype Trainsets will contain 100% U.S. domestic component content unless component waivers have been granted.

FRA Buy America Certification Requirements

Each Proposer shall submit the appropriate Buy America Certification (Form BA2 or Form BA3) and completed Component Worksheets with their Technical Proposal or Revised Technical Proposal, as appropriate. Technical Proposals or Revised Technical Proposals not accompanied by properly completed Buy America Certifications and Component Worksheets shall be rejected as nonresponsive.

Forms BA2 and BA3 are mutually exclusive. Proposers shall sign and submit either Form BA2 or BA3, but not both. Signing and submitting both Forms BA2 and BA3 will render the Proposal nonresponsive. Making a knowing and willful false certification is a criminal act in violation of 18 U.S.C. §1001.

The Proposer is bound by the certification(s) submitted with its Proposal and is not permitted to change its certification(s) after submission of its Technical Proposal or Revised Technical Proposal unless the requirements of 49 U.S.C. § 24405(a)(9) are met.

Where a Proposer certifies in its Proposal that it will comply with the applicable Buy America requirements and later determines that it cannot, the Proposer shall not be eligible for a waiver of those requirements, unless FRA determines that circumstances completely beyond the Proposer's control exist that make compliance impossible (e.g., where the intended supplier for a particular component goes out of business and no other supplier exists). No price adjustments will be allowed under these circumstances.

Proposer certifications, requests to correct certifications, waiver request(s) and justifications are subject to FRA/Authority audit, and the Proposer and its suppliers agree in submitting a proposal to supply a component to provide all required information to support any such audit(s).

Component Waiver Process

The FRA may grant general waivers. This is not the same as "Waivers in Common" described in more detail below, but instead, would be a waiver granted to all FRA grantees across all FRA grants for a particular manufactured product(s). As of January 2014, FRA has no such general waivers in place nor does it intend to grant any such waivers. However, if during the time this solicitation is open FRA does grant such a waiver, FRA will inform the Authority, and the Authority will make this information available to the Proposers via Addendum. Except where a general waiver has been granted, a Proposer shall submit, as part of its Technical Proposal or Revised Technical Proposal, any waiver request(s) together with its Certificate of Non-Compliance (Form BA3).

At minimum and where applicable, a Proposer's waiver request shall include the following information for each component:

- (1) Identification and description of the Trainsets proposed under this Project;
- (2) Description of the component not meeting the FRA Buy America requirement;
- (3) Description of the process used to find U.S. suppliers of component(s) for which a waiver is being requested;
- (4) Description of a process demonstrating a commitment to finding and/or developing U.S. suppliers in future procurements;
- (5) Cost differential(s) to secure domestic component(s) as compared with nondomestic component(s);
- (6) Issues with quality or quantity of compliant component(s);
- (7) Issues with timely delivery of compliant component(s);
- (8) Citation to the specific 49 U.S.C. § 24405(a)(2) waiver category(ies) under which the waiver is sought; and
- (9) Justification supporting the application of the waiver category(ies) cited to the extent not already answered by the above.

The Proposer must provide clear justification for each separate component for which a waiver is being requested. After Technical Proposals or Revised Technical Proposals are received, as appropriate, the Authority will provide the FRA with waiver requests, if any, submitted by Proposer(s) without identifying the Proposer(s) that submitted the request(s).

The FRA will review the waiver documentation provided by the Authority. The FRA in consultation with the Authority will identify any deficiencies with the waiver request(s). Waiver documentation review by the FRA does not guarantee the waiver request will be granted; instead its purpose is only to determine that sufficient information has or has not been submitted and to make a determination. If request deficiencies are identified, the deficiencies may be discussed with the Proposer(s) during one-on-one meetings.

Based on the information received in the Technical Proposals or Revised Technical Proposals rendered in response to this RFP, the Authority may request Waivers in Common from FRA for particular component(s) which appear in the Component Worksheets. Waivers in Common will be considered by FRA for a component or components based upon a petition from the Authority for such waiver(s). The Authority petition in turn will be based upon those waivers identified in Technical Proposals or Revised Technical Proposals as being needed and related supporting information. FRA is required to receive public comment on decisions to grant waivers; therefore, in order to maintain the confidentiality of Proposers, information identifying the particular Proposer(s) will not be included in the Authority petition to FRA for Waivers in Common—though the waiver request in its entirety will be provided to FRA in redacted form. If granted, such Waiver(s) in Common would apply to those Proposers whose Proposals remain under consideration.

Once the Authority has selected a Successful Proposer, the Authority will provide all of the Proposers' entire waiver request(s), including identifying information regarding the Proposers, to FRA.

Contract award can be made only to a Proposer that has certified Buy America compliance, either by certification that, with the exception of the prototype Trainsets, the Proposer can meet assembly and 100 percent component requirements or by certification that, with the exception of the prototype Trainsets, the Proposer can meet assembly requirements but not the 100 percent component requirements and the Proposer has submitted a complete waiver request(s). If Proposer has submitted a complete waiver request(s), it will be assumed that such waiver request(s) will be granted for the purposes of evaluating Proposer's Technical Proposal. Contract award will not occur before the FRA has reached a final decision on any Waivers in Common.

After award, the selected Contractor may request (at the Contractor's risk) additional individual waivers directly from FRA, using FRA's standard Buy America waiver process.

Instructions for Completion of Prototype and Production Trainset Component Worksheets

The Authority intends to apply for waivers based on the information on the Component Worksheets (Attachment E4) from all Proposers. Completion of the Component Worksheets is vital to the process. Editable copies of the Component Worksheets are provided in a separate Excel file.

Proposers shall, as part of the Technical Proposal and Revised Technical Proposal, complete the Component Worksheets, which is comprised of the "Prototype Trainset Component Worksheet" and "Production Trainset Component Worksheet," and covers the building of the two prototypes and the production Trainsets.

The column identifiers shown in these instructions apply to both the "Prototype Trainset Component Worksheet" and the "Production Trainset Component Worksheet."

Column B

This column outlines the various components contained in the Trainset. If an item does not apply to the Trainset being offered this should be clearly stated.

Column C

This column shall be completed with either a "YES", meaning the component will be produced in the USA or "WR", which indicates that a Waiver Request is proposed. If this question is left blank it will be assumed that a Waiver Request is proposed.

Column D

This column shall be completed to identify the manufacturer and their USA address.

Column E

Proposers shall state "YES" or "NO" in this column. If "Yes", details must be shown in Column H.

Column F

If a waiver is requested for an individual component, then the anticipated price reduction relative to a US sourced component (if any) shall be shown in percentage (%) terms relative to the price for the whole Trainset.

Column G

All Proposers shall state the improvement in months to the Baseline Program if the particular waiver is granted.

Column H

Proposers in addition to explaining the impact of safety critical items, referred to in Column G instruction above, shall use this column for the following:

1. Description of the component not meeting the FRA Buy America requirement, including the required completed description of the efforts made to secure the component(s);
2. Description of the process used to find U.S. suppliers of component(s) for which a waiver is being requested and such process shows a commitment to finding and/or developing U.S. suppliers in future procurements;
3. Cost differential(s) to secure domestic component(s) as compared with nondomestic component(s);
4. Issues with quality or quantity of compliant component(s);
5. Issues with timely delivery of compliant component(s);
6. Citation to the specific 49 U.S.C. § 24405(a)(2) waiver category(ies) under which the waiver is sought;
7. Justification supporting the application of the waiver category(ies) cited to the extent not already answered by the above;
8. Highlight any other impacts to the project that the granting of a waiver for this component may bring;
9. Identification of any risks associated with manufacturing the component in the USA;
10. Explain how long Proposer expects to need a waiver and what steps Proposer is taking to manufacture this component in the USA.

The completed Component Worksheets must be accompanied by an executed copy of the Component Supplier Certification Forms, provided as Attachment E2. The forms document all Trainset components offered in the Technical Proposal or Revised Technical Proposal, as appropriate, identifying for each component if it will be manufactured in the United States.

Proposer may be subject to certain consequences if, post-award and as a consequence of findings during the Buy America pre-award audit, there is a finding of intentional misrepresentation. See 49 U.S.C. § 24405(a)(9). Depending upon the nature of the findings,

these consequences could include cancellation of the Contract or applicable subcontract(s) for the particular goods.

Part II - Buy America Domestic Content Improvement Plan

To support and encourage domestic manufacturing of the offered Trainsets and their components, this RFP will encourage further exploration of increasing domestic content beyond the component level through the submission of a Domestic Content Improvement Plan.

The Domestic Content Improvement Plan (DCIP) documents the actions the Proposer will take to explore the further development of a domestic supply base for Trainset content. To satisfy the requirement for DCIP, the Proposer is required to submit a plan to increase the number of U.S.-made components (if waivers were requested) and subcomponents (whether or not waivers were requested) to fill the base order and future orders, if any. The DCIP shall be submitted with the Technical Proposal or Revised Technical Proposal, as appropriate. Proposers are bound by the assertions made in the DCIP submitted with their Proposals.

At a minimum, the DCIP shall:

- (1) If a waiver(s) has been requested, identify whether and how the Proposer will obtain that component(s) domestically for all future orders;
- (2) Describe current proposed Trainset content at component and subcomponent levels, including percentages of content by cost, if known;
- (3) Identify components or subcomponents that may already be U.S. produced due to Proposer's previous or ongoing efforts to increase U.S. content (at component and subcomponent levels);
- (4) Describe a plan for working with suppliers to increase the domestic content (at component and subcomponent levels);
- (5) Identify what foreign suppliers would be subject to replacement by domestic suppliers;
- (6) Assess how Proposer will deal with Intellectual Property and safety certification(s) and/or licensing matters;
- (7) Include a capital investment plan that shows how a domestic supply base will be created; and
- (8) Include a credible time-frame showing change from a foreign supplier(s) to a domestic supplier(s).

The DCIP is also subject to audit by the Authority and the FRA.

Proposers are encouraged to use the services of the National Institute of Standards and Technology (NIST) Manufacturing Extension Ownership (MEP) or equivalent supplier scouting service to assist them in making or implementing their DCIP. See <http://www.nist.gov/mep/>.

Part III - Buy America Pre-Award, Ongoing, and Post-Delivery Audits

The Buy America process for this procurement will include pre-award and post-delivery audits. In addition, throughout design and manufacture of the Trainsets, the Authority will provide ongoing oversight of the Successful Proposer's/Contractor's Buy America compliance.

The Successful Proposer must agree (and obtain agreement from its suppliers and/or proposed suppliers) to provide to the Authority or all relevant documents, including Buy America certifications, waiver requests and justifications, bills of lading or other shipping documents, and any other documents verifying the final assembly location and place of manufacture for included components. The Successful Proposer must also agree (and obtain agreement from its suppliers and/or proposed suppliers) to give access to manufacturing plants and assembly locations to allow the Authority to complete audits. Information obtained during all audits will be kept confidential to the extent allowed by Federal and State laws.

Pre-award Audit: The pre-award audit will be conducted before the Authority enters into a formal contract with the Successful Proposer. The pre-award audit will include an inspection of the facility where final assembly is to occur, an inspection of documentation provided by the Successful Proposer detailing the assembly activities that will occur at this facility, procurement documentation, and an inspection of all Buy America Certification Forms and any supplemental documents provided by suppliers for all included components as listed in the Component Worksheets and site visits to selected component manufacturing plants to verify the assertions made in those certifications. All Buy America Certification Forms submitted by component suppliers shall be signed and dated by the responsible official having knowledge of the origin of manufacture for the particular component(s). Unsigned forms will be rejected. The duration of the pre-award Buy America audit is approximately 15 to 20 business days. The pre-award audit will take place during the period following notice of proposed award and prior to Contract execution.

Post-delivery Audit: The post-delivery audit of the first production Trainsets will be completed by the Authority. The Authority will not accept Trainsets if the post-delivery audit cannot be completed to verify the Contractor's compliance with the Buy America requirements.

ATTACHMENT E2: BUY AMERICA COMPONENT SUPPLIER CERTIFICATION

[This certification to be completed by Proposer for each component supplier identified in the Component Worksheets as providing components manufactured in the U.S.]

FORM BA-1: Buy America Component Supplier Certification

The Proposer hereby certifies that all Buy America Components listed as “manufactured in the US” in the attached Component Worksheets and provided by the component supplier identified below are manufactured in the United States and comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a)(1) with regard to components.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Component Supplier
Company Name: _____

Component Supplier
Address: _____

Phone: _____

FAX: _____

E-mail: _____

ATTACHMENT E3: BUY AMERICA CERTIFICATES OF COMPLIANCE AND NON-COMPLIANCE

[To be completed by Proposer.]

FORM BA-2: Certificate of Compliance with 49 U.S.C. § 24405(a)

The Proposer hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. § 24405(a)(1). Please check both items below to verify compliance with the Buy America requirements.

- Final Assembly of Trainsets will be in the U.S., with the exception of the prototype Trainsets.
- 100% of Trainsets' Buy America Components listed in the Buy America Component Worksheets will be manufactured in the U.S.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

FORM BA-3: Certificate of Non-Compliance with 49 U.S.C. § 24405(a)¹

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a)(1), but it may meet the requirements for a waiver pursuant to 49 U.S.C. 24405(a)(2), and has provided the Authority with a written Buy America waiver justification. Please check the items below as applicable.

- Final Assembly of Trainsets will be in the U.S., with the exception of the prototype Trainsets.
- Subject to FRA providing a waiver of Buy America requirements, 100% of Trainsets' Buy America Components listed in the Buy America Worksheets will NOT be manufactured in the U.S.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

¹ Note: The written justification, as required by the "Certificate of Non-Compliance with 49 U.S.C. § 24405(a)," above, shall be provided as an attachment to this Certification form.

ATTACHMENT E4: COMPONENTS WORKSHEETS

[Separately Provided Excel Spreadsheet]

DRAFT

I declare under penalty of perjury under the laws of the State of California that the

foregoing is true and correct and that this declaration is executed on the _____ day of

_____, 20 ____ at _____, _____.

(City)

(State)

Signature of Affiant

Subscribed and sworn to before me on this _____ day of _____, 20 ____

at _____, _____.

(City)

(State)

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath

ATTACHMENT G: FINANCIAL CAPACITY SUBMITTAL REQUIREMENTS

The financial capacity of the Proposer will be evaluated as part of the Revised Technical Proposal evaluation process. This Attachment provides the submittal requirements for the Proposer for financial capacity.

Financial information described below should be packaged separately for each entity with a cover sheet identifying the name of the organization and its role in the Proposer organization (e.g., Proposer, Trainset manufacturer, lead construction firm, or Guarantor). Proposers shall identify any information, which it believes is not subject to Open Government Laws, by marking the specific information wherever it appears in the Proposal with the word “confidential”.

1. Financial Statements and Credit Ratings

Financial Statements for the Proposer, each joint venture member if the Proposer is a joint venture, each participant if the Proposer is not yet formed, and each Guarantor for the three most recent completed fiscal years must be provided to demonstrate financial capacity of the Proposer. If the entity has been in existence for less than 3 fiscal years, Proposer shall expressly state that such entity has been in existence for less than 3 fiscal years and shall provide Financial Statements for the number of fiscal years it has been in existence.

Financial Statements must include:

- a. Opinion Letter (Auditor’s Report), required for those financial statements that are audited
- b. Balance Sheet
- c. Income Statement
- d. Statement of Changes in Cash Flow
- e. Footnotes, required for those Financial Statements that are audited.

In addition, financial statements must meet the following requirements:

- a. GAAP - Financial Statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (“U.S. GAAP”) or International Financial Reporting Standards (“IFRS”). If Financial Statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the Financial Statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
- b. U.S. Dollars - Financial Statements must be provided in U.S. dollars, if available. If Financial Statements are not available in U.S. dollars, the Proposer must include summaries of the Income Statements and Balance Sheets for the applicable time-periods converted to U.S. dollars by a certified public accountant.

- c. Audited – Fiscal year-end Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a certified public accountant). If audited financials are not available for an entity, the Proposal shall include unaudited Financial Statements for such entity, certified as true, correct, and accurate by the chief executive officer (CEO), chief financial officer (CFO), or treasurer for the entity.
- d. English - Financial Statements must be prepared in English. If audited Financial Statements are prepared in a language other than English, translations of all Financial Statement information must be provided with the original Financial Statement information.
- e. Newly Formed Entity - If the Proposer is a newly formed entity and does not have independent Financial Statements, Financial Statements for the entities that have formed the Proposer shall be provided, and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent Financial Statements.
- f. Guarantee - Financial Statements of each Guarantor must be provided to demonstrate financial capacity of the Proposer. The Proposer shall note that the Authority may, in its discretion and based upon the review of the information provided, specify that an additional acceptable Guarantor is required.
- g. SEC Filings - If the Proposer or any other entity for whom financial information is required to be submitted hereby, files reports with the Securities and Exchange Commission, then such Financial Statements shall be provided through a copy of their annual report on Form 10K or Form 20F. For all subsequent quarters, provide a copy of any report filed on Form 10Q, Form 8-K, or Form K-6, which has been filed since the latest filed 10K or 20F.
- h. Notes and Disclosures – Notes and disclosures to the Financial Statements shall address any Material Changes in Financial Condition as described herein and report any off-balance sheet liabilities.

Credit Ratings - If available, credit ratings and credit rating reports must be supplied for each Proposer, Proposer team member, and Guarantor that submits Financial Statements with their Proposal. If credit ratings do not exist for any Proposer, Proposer team member, or Guarantor that has submitted Financial Statements with their Proposal, then the Proposal must include a statement specifying that no credit ratings exist for that entity.

2. Material Changes in Financial Condition

Information regarding any Material Changes in Financial Condition for Proposer, each Proposer team member, and Guarantor for the past 3 years and anticipated for the next reporting period must be provided with the Proposal. If the most recent Financial Statements provided are dated more than 12 months prior to the Revised Technical Proposal Due Date, as appropriate, the Proposer shall include a letter from the affected entity's CFO or treasurer or an independent auditor's statement disclosing any Material Change that has occurred or is pending since the date of the most recent provided Financial Statements.

If no Material Change has occurred and none is pending, the Proposer, Proposer team member, or Guarantor, as applicable, shall provide a letter from its CEO, CFO, or treasurer so certifying. At the discretion of the Authority, any failure to disclose a prior or pending Material Change may result in disqualification from further participation in the selection process.

In instances where a Material Change has occurred or is anticipated, the affected entity shall provide a statement describing the following:

- a. Each Material Change in detail;
- b. The likelihood that the developments will continue during the period of performance for the Contract; and
- c. The projected full extent of the changes likely to be experienced in the periods ahead.

Estimates of the impact on revenues, expenses, and change in equity shall be provided separately for each Material Change as certified by the CEO, CFO or treasurer. References to the notes in the Financial Statements are not sufficient to address the requirement to discuss the impact of Material Changes.

Where a Material Change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent Material Changes and those currently in progress or reasonably anticipated in the future. If the Financial Statements indicate that expenses and losses exceed income in each of the 3 completed fiscal years (even if there has not been a Material Change), the affected entity shall provide a discussion of measures that have been or will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

The Proposer must disclose to the Authority any Material Change that occurs after it has submitted its Technical Proposal. Failure to disclose any Material Change that occurred after submission of its Technical Proposal may result in disqualification, at the sole discretion of the Authority.

3. Guarantor Letter of Support

The Proposal must include a letter from the CEO, CFO, or treasurer of each Guarantor explicitly stating that it will guarantee both the performance and financial obligations of the entity on behalf of which it is providing a guarantee.

The Guarantor's financial information shall be used for purposes of evaluating the affected member's financial capacity. Following review of the financial information provided and the letter of support, the Authority may, in its sole discretion, specify that an additional guarantee will be required in order to demonstrate financial capacity.

4. Security

The Proposer shall provide a statement certified by the CFO or treasurer of the Proposer that it will be able to obtain all required bonds and/or letters of credit. The Proposer shall also identify

the sureties and/or financial institution(s) that will provide any bond and/or letter of credit required under the Contract, and its rating information.

5. Off-Balance Sheet Liabilities

The Proposer shall provide a letter from the CFO or treasurer of each entity or the certified public accountant for each entity for which financial information shall be submitted, identifying all off-balance sheet liabilities. References to notes in the Financial Statements are not sufficient for identifying all off-balance sheet liabilities. If no off-balance sheet liabilities exist, then a letter certified by the CFO or treasurer of the entity shall be provided stating that no off-balance sheet liabilities exist.

6. Proposer Teaming Agreements

The Proposer shall provide copies of the agreements between the Proposer and its Proposer team members. These agreements include, but are not limited to, subcontracts, financing agreements, equity agreements, commitment letters, and parent guarantees. To the extent that any such agreements are not yet completed at the time of Proposal submission, the Proposal shall include applicable term sheet(s).

ATTACHMENT H: PRICE PROPOSAL SUBMITTAL REQUIREMENTS

Capitalized terms used in this Attachment H that are not otherwise defined in the ITP shall have the meaning given to them in the General Provisions.

Proposer's Price Proposal shall contain the following:

SECTION NAME	ATTACHMENT SECTION REFERENCE	INSTRUCTIONS
Price Proposal	Section A	Proposer shall complete the Price Proposal Form (Attachment I), which will be used to complete Attachment B to the Signature Document
Cost Model	Section B	Proposer shall develop a Cost Model to provide support of the Price Proposal
Financial Plan	Section C	Proposer shall provide a Financial Plan to support its Price Proposal.
Rolling Stock Cost Model	Section D	
Rolling Stock Cost Commitments	Section E	

SECTION A - PRICE PROPOSAL

1. Proposers shall complete the Price Proposal Form (Attachment I) to the ITP with Proposer's pricing information. The Price Proposal Form shall be used to complete Attachment B to the Signature Document. This section provides the instructions for completing the Price Proposal Form.

1.1. Fleet 1

Proposers shall input the unit price of each of the products and services required of the Contractor as part of Fleet 1, into the Price Proposal Form. The sum of the total prices without escalation of each of the products and services shall comprise the Milestone Contract Amount (Fleet 1) in the Price Proposal Form. The Milestone Contract Amount (Fleet 1) may not exceed 55 percent of the total Trainset Incremental Service Payments and Mileage Incremental Service Payments for Fleet 1 over 30 years.

1.2. Fleet 2, Fleet 3, Fleet 4, and Fleet 5

Proposers shall input the unit price of one Trainset for four Fleets (Fleet 2, Fleet 3, Fleet 4, and Fleet 5), of up to five additional Trainsets each, into the Price Proposal Form. These four prices shall be known as the Fleet 2 Options Unit Price, Fleet 3 Options Unit Price, Fleet 4 Options Unit Price and Fleet 5 Options Unit Price.

1.3. Service Payments

Proposers shall input the five separate Trainset Incremental Service Amounts into the Price Proposal Form.

- Trainset Incremental Service Amount 1-5 shall reflect the monthly payments for performance of Contractor's obligations during the Service Period, for up to 5 Trainsets.
- Trainset Incremental Service Amount 6-10 shall reflect the monthly payments for performance of Contractor's obligations during the Service Period, for between 6 and 10 Trainsets.
- Trainset Incremental Service Amount 11-16 shall reflect the monthly payments for performance of Contractor's obligations during the Service Period, for between 11 and 16 Trainsets.
- Trainset Incremental Service Amount 17-20 shall reflect the monthly payments for performance of Contractor's obligations during the Service Period, for between 17 and 21 Trainsets.
- Trainset Incremental Service Amount 21+ shall reflect the monthly payments for performance of Contractor's obligations during the Service Period, for more than 21 Trainsets.

Contractor shall be paid the applicable Trainset Incremental Service Amount as set forth in Article 11 of the General Provisions.

Proposers shall input the Mileage Incremental Service Amount into the Price Proposal Form. The Mileage Incremental Service Amount shall reflect the monthly payments required to service the Trainsets for actual miles travelled by Trainsets from Fleets 1 through Fleet 5.

Contractor shall be paid the applicable Mileage Incremental Service Amount as set forth in Article 11 of the General Provisions.

SECTION B - COST MODEL

Proposers shall provide a Cost Model that demonstrates and supports Proposer's Price Proposal, and proposed Financial Plan.

Cost Model Requirements



The Cost Model must meet the following minimum requirements:

- a. be compatible with Microsoft Excel 2007;
- b. not incorporate workbook, worksheet or macro password protection;
- c. not contain any hard coded data, other than the inputs set out in separately identifiable input sheets;
- d. be expressed in U.S. dollars (USD) as of the Final Proposal Due Date without escalation and in nominal terms with base case escalation (see Section 3) as specified;
- d. include inputs and assumptions, supported by a complete data book (with all relevant calculations);
- e. clearly differentiate between inputs and workings during the periods outlined in Part 1 below;
- f. be prepared in terms of IFRS, with appropriate accounting treatment applied throughout the periods covered in the Cost Model;
- g. able to perform sensitivities on all the key assumptions/inputs based on the scenarios presented in Part 4 below; and,
- h. include detailed instructions for a user to calculate and optimize the model.

1. Periods

The Cost Model shall have two periods: (1) Manufacturing Period and (2) Service Period and shall be consistent with the periodicity and timing of the Rolling Stock Cost Model.

2. Schedule Assumptions

Proposers shall use the following assumptions for the Cost Model.

Annual Escalation Rate for Price Escalation	2.23%
Price Adjust Date and NTP for Fleet 1	[June 30, 2016]
Price Adjust Date and NTP for Fleet 2	[January 31, 2023]
Service Payment Start Date	[January 31, 2023]

Proposers shall also make necessary assumptions beyond the assumptions in the table above to develop the Cost Model. Proposers shall also refer to dates in the Contract, such as in Article 2 of the Signature Document. The assumptions are for evaluation purposes only. Proposers are required to comply with all requirements of the Contract.

3. Cost Model Outputs

The Cost Model submitted by Proposer shall include the following outputs:

- a. Output A-1: Price

- b. Output A-2: Pro Forma Financial Statements of the Contractor
- c. Output A-3: Forecast Sources of Funds
- d. Output A-4: Forecast Uses of Funds
- e. Output A-5: Forecast of Key Financial Ratios and Covenants

3.1. Output A-1 – Price

Output A-1 shall be consistent with the prices provided in the Price Proposal Form and the Rolling Stock Cost Model such that the Authority can determine the buildup of the price.

3.2. Output A-2 – Pro Forma Financial Statements of the Contractor

Proposers shall provide pro forma financial statements, including cash flow statement, balance sheet, and profit and loss statement in nominal U.S. dollars. The financial statements should include as revenue the payments made by Authority to Contractor.

3.3. Output A-3 – Forecast Sources

Proposers shall present the forecast sources of funds for the requirements set forth in the Contract, including payments made by Authority to Contractor and any sources of funds from potential financing as required by Contractor. The forecast sources of funds shall be presented in nominal U.S. dollars.

If financing is required by Contractor, the forecast sources of funds shall indicate the proposed sources of financing, including senior debt, subordinated debt, and equity contributions. The forecast sources of funds shall indicate the amount of funds, the timing of anticipated drawdowns, and any capitalization of interest.

3.4. Output A-4 – Forecast Uses

Proposers shall present the forecast uses of funds for the requirements set forth in the Contract in detail consistent with the Input B-2 of Cost Model. The forecast uses of funds shall provide details on costs associated with financing, including the funding of reserve accounts and other covenants. The forecast uses of funds shall be presented in nominal U.S. dollars.

3.5. Output A-5 – Forecast of Key Financial Ratios and Covenants

Proposers shall present the forecast of key financial ratios, including, but not limited to, project internal rate of return (IRR), equity IRR (if applicable), net operating margin, and net profit margin.

If Proposer anticipates the use of financing, Proposer shall provide key debt and interest coverage ratios and ratios related to anticipated financial covenants.

4. Cost Model Inputs and Assumptions

The Cost Model submitted by Proposer shall include, at a minimum, the following inputs:

- a. Input B-1: Delivery and Acceptance Schedule

- b. Input B-2: Cost Component Detail
- c. Input B-3: Escalation Information
- d. Input B-4: Financing Assumptions

4.1. Input B-1 – Delivery and Acceptance Schedule

Proposers shall provide the schedule for the delivery and acceptance of the Deliverables and services to be provided under the Contract.

4.2. Input B-2 – Cost Component Detail

Proposers shall provide detailed cost information that is used to build up the Price Proposal. The level of detail shall include the costs of major components, sub-components, and labor at a level appropriate for Authority to understand how the Price Proposal is derived.

Costs shall be provided in U.S. dollars as of the Final Proposal Due Date without escalation and also in nominal U.S. dollars with base case escalation. Proposers shall also indicate any assumptions used for foreign exchange rates into U.S. dollars.

At minimum, Proposers shall address in the Cost Component Detail (which includes major components, sub-components, and labor) the following:

1. Trainsets;
2. Prototypes;
3. Spares;
4. Consumables; and
5. Special Tools.

4.3. Input B-3 – Escalation Information

Proposers shall assume an escalation rate of 2.23% annually.

4.4. Input B-4 – Financing Assumptions

If Proposers choose or require financing as part of their cost structure, Proposers shall provide details of the components of financing, including, but not limited to, senior debt, subordinated debt, and equity. Proposers shall provide financing assumptions, including, but not limited to, interest rates, equity IRR, reserve requirements, and financial covenants.

Proposers shall provide costs for the performance letter of credit and guaranty requirements as set forth in the Contract.

SECTION C – FINANCIAL PLAN

The Proposer shall provide a financial plan (of up to 25 pages) as part of its Price Proposal. The plan shall outline the financial and commercial structure that shall be in place to deliver the Trainsets and related Maintenance Facilities and services under the Contract. The shall provide details of the Proposer's strategy by which to mitigate financial and commercial risks over the life of the Project, which may include escalation risk, currency exchange rate risk, short-term cash management, and financing risks. The plan shall also address the Proposer's financial approach to delivering the optional Trainsets ordered by the Authority. The plan shall also identify any potential debt and equity providers, if applicable.

The financial plan shall be consistent with and include details of the Proposer's Price Proposal and Rolling Stock Cost Model.

Financing Sources

While the Proposer is not required to arrange or bring financing to deliver the Project, should the Proposer intend to use financing to deliver the project, then the Proposer shall describe its plan for financing the Project including:

- a. Identity of the lenders or investors anticipated to be used;
- b. Amounts, types and purpose of each financing facility to be used;
- c. Letters of commitment from the anticipated lenders and/or investors;
- d. Term sheets for each facility stating the costs, terms, and other assumptions used to calculate financing costs and amounts; and
- e. The proposed steps for arranging and closing financing.

Financing Statistics

Should the Proposer intend to use financing to deliver the Project, then the Proposer shall provide a summary of financial results from the Rolling Stock Cost Model. The summary shall include:

- i. Total Sources and Uses for Construction
- j. Total Sources and Uses for Operations
- k. Drawdown, repayment, and distribution profiles for debt and equity, if applicable
- l. Key financial metrics, as applicable, including:
 - i) Minimum and average senior debt service coverage ratio
 - ii) Minimum and average global debt service coverage ratio
 - iii) Minimum and average project loan coverage ratio

- iv) Minimum and average loan life coverage ratio
- v) Average loan life of senior debt
- vi) Average loan life of junior or subordinated debt
- vii) Project IRR (nominal and real)
- viii) Equity payback period from Financial Close

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SECTION D - ROLLING STOCK COST MODEL

Proposers shall complete Form C-1 through Form C-5 in Attachment C2 to determine the Rolling Stock Cost that will be used to determine the Price Proposal score for each Proposer. The amounts and payments specified in this section shall only be for evaluation purposes.

Proposers shall input the required inputs into the blue cells in the Rolling Stock Cost Model; the grey and clear cells shall not be edited or changed. This section provides the instructions to complete Form C-1 through Form C-5.

Proposer shall input the required data as unescalated amounts, unless otherwise specified. The prices and costs in the Rolling Stock Cost Model will be escalated using the escalation assumptions in the Model.

1. Rolling Stock Cost for Evaluation Stage 3

The Rolling Stock Cost for Evaluation Stage 3 will be based on net present value (NPV) and shall be the sum of the following:

- a. C-1 – NPV of the Fleet 1 Milestone Payments
- b. C-2 – NPV of Fleet 2, Fleet 3, Fleet 4, and Fleet 5 Milestone Payments
- c. C-3 – NPV of Service Payments
- d. C-4 – NPV of Track Maintenance Adjustment
- e. C-5 – NPV of Energy Costs

The Rolling Stock Cost is calculated in the Rolling Stock Cost sheet of the Rolling Stock Cost Model. The Rolling Stock Cost will be used in Evaluation Stage 3 to determine the Price Proposal Score.

1.1. NPV of Fleet 1 Milestone Payments

Proposers shall input the Fleet 1 Milestone Contract Amounts into Form C-1. Proposers shall also input the dates (using the end of the month) that Proposer shall achieve the Milestones as set forth in Schedule 3A of the General Provisions. These dates shall not precede the assumed Fleet 1 NTP date set forth in Section B.2 of this Attachment H. The dates shall be consistent with the dates proposed in Proposer's Technical Proposal or Revised Technical Proposal, as appropriate. Proposers shall assume that 16 Trainsets (two Prototype Trainsets and 14 production Trainsets) are ordered from Fleet 1.

1.2. NPV of Fleet 2 - 5 Milestone Payments

Proposers shall input the Fleet 2 Options Unit Price, Fleet 3 Options Unit Price, Fleet 4 Options Unit Price, and Fleet 5 Options Unit Price into Form C-2. Proposers shall also input the dates (using the end of the month) that Proposer expects to achieve the Milestones as set forth in Schedule 3B of the General Provisions. These dates shall not precede the assumed Fleet 2 NTP date set forth in Section B.2 of this Attachment H. The dates shall be consistent with the dates proposed in Proposer's Technical Proposal or Revised Technical Proposal, as appropriate.



Proposers shall assume that five Trainsets are ordered from each of Fleet 2, Fleet 3, Fleet 4 and Fleet 5 respectively.

1.3. NPV of Service Payments

Proposers shall input Trainset Incremental Service Payment 1, Trainset Incremental Service Payment 2, Trainset Incremental Service Payment 3, Trainset Incremental Service Payment 4, Trainset Incremental Service Payment 5, and the Mileage Incremental Service Payment into Form C-3.

1.4. NPV of Track Maintenance Adjustment

Proposers shall input the Actual Axle Loading and the Actual Unsprung Axle Mass in tonnes (metric tons) of the Trainsets into Form C-4. The loading of the Trainsets shall be consistent with the Technical Proposal or Revised Technical provided by Proposer, as appropriate.

The formula to calculate the monthly Track Maintenance Adjustment is:

$$\text{Monthly Track Maintenance Adjustment} = - [(17 - \text{Actual Axle Loading}) + (10 * (2.3 - \text{Actual Unsprung Axle Mass}))] * 0.1 * (\text{Annual Track Maintenance Cost} / 12)$$

1.5. NPV of Energy Costs

Proposer shall input the Gross Energy Usage per mile and Gross Energy Regenerated per mile (in kWh per mile) into Form C-5.

The Monthly Net Energy Cost shall be based on the Gross Energy Usage per mile, Gross Energy Regenerated per mile, monthly Baseline Fleet Mileage, and the cost per kWh. The monthly Baseline Fleet Mileage and the cost per kWh are provided in Form C-6. The Gross Energy Usage per mile and Gross Energy Regenerated per fleet-mile shall be consistent with Proposer's Technical Proposal or Revised Technical Proposal, as appropriate.

The formula to calculate the Monthly Net Energy Cost is:

$$\text{Monthly Net Energy Cost} = [(\text{Gross Energy Usage per mile} * \text{Monthly Baseline Fleet Mileage}) - (\text{Gross Energy Regenerated per mile} * \text{Monthly Baseline Fleet Mileage})] * \text{Cost per kWh}$$

SECTION E - ROLLING STOCK COST MODEL COMMITMENTS

Proposer shall complete Attachment C1 with the inputs from Forms C-4 through C-5 of the Rolling Stock Cost Model (see Section D, above). Attachment C1 shall be entered into Attachment C of the Signature Document.

ATTACHMENT I: PRICE PROPOSAL FORM

		Price (Unescalated)
Milestone Contract Amount (Fleet 1)		

Fleets 2-5 Options Unit Prices		Options Unit Price (Unescalated)
Fleet 2		
Fleet 3		
Fleet 4		
Fleet 5		

		Unit Price (Unescalated)
Service Period Payments		
Trainset Incremental Service Amount (1-5 Trainsets)		
Trainset Incremental Service Amount (6-10 Trainsets)		
Trainset Incremental Service Amount (11-16 Trainsets)		
Trainset Incremental Service Amount (17-21 Trainsets)		
Trainset Incremental Service Amount (21+ Trainsets)		
Mileage Incremental Service Amount		

ATTACHMENT J1: PROPOSAL BOND

KNOW ALL PEOPLE BY THESE PRESENTS that:

WHEREAS the undersigned, _____
as Principal and _____

as Surety, are held and firmly bound unto the California High-Speed Rail Authority, a political subdivision of the State of California (hereinafter called "Authority") in the penal sum of ten million United States dollars (US\$10,000,000) ("Bonded Sum") of the Principal above named, submitted by said Principal to Authority for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a Final Proposal to Authority for performance of that certain work described as has been submitted by Principal to Authority.

TIER III TRAINSETS AND RELATED MAINTENANCE FACILITIES AND SERVICES HSR14-30

NOW THEREFORE, the condition of this bond is such that, if the aforesaid Principal withdraws its Final Proposal or any BAFOs in a manner not permitted by the Instructions to Proposers ("ITP"), or if Principal or anyone representing the Principal performs any prohibited activities specified in the ITP, or if Principal is awarded a contract in response to the RFP or any BAFOs and does not execute and deliver to Authority such contract and provide all other documents set forth in the ITP, or if it is selected for negotiations and fails to negotiate in good faith or fails to execute and deliver the Contract and provide all other documents set forth in the ITP upon conclusion of negotiations in accordance with the ITP, then the Bonded Sum will be forfeited to Authority as liquidated damages and not as a penalty, within 10 days after such failure; otherwise this obligation shall be null and void.

Surety, for value received, hereby stipulates and agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of Principal's Proposal and Surety waives notice of any such extension(s).

Surety agrees that this bond shall automatically apply to any BAFOs submitted in response to a request for revised proposals issued as described in the ITP, and that if the Principal fails to provide a revised proposal in response to such a request, this Bond shall remain valid with respect to the Principal's original Final Proposal.

In the event suit is brought upon this Bond by Authority and judgment is recovered, the Surety shall pay all costs incurred by Authority in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20 ____.

PRINCIPAL:

SURETY:

Company Name

Company Name

Signature

Signature

Printed Name

Printed Name

Title

Title

NOTE: Signatures of those executing for Surety must be acknowledged by a Notary.

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

State of _____ §

County of _____ §

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California

Acknowledgement by Attorney-in-Fact must be attached. Corporate seals of Principal and Surety must be attached.

**ATTACHMENT J2:
PROPOSAL LETTER OF CREDIT
(IRREVOCABLE STANDBY LETTER OF CREDIT)**

ISSUER: _____

PLACE FOR PRESENTATION OF DRAFT: _____

(Name and Address of Bank/Branch – Must be an office in the United States at which the letter of credit can be presented for payment by facsimile or by electronic means)

APPLICANT: [Name of Proposer]

BENEFICIARY: THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY (“AUTHORITY”)
(Name and title of addressee)
(Street number)
(City, state, zip code)

LETTER OF CREDIT NUMBER: _____

AMOUNT: Ten Million United States Dollars (US\$10,000,000)

PLACE AND DATE OF ISSUE: _____

EXPIRATION DATE: The earliest of (i) 360 days after the Final Proposal Due Date, as set forth in the ITP (RFP No. HSR 14-30), (ii) formal cancellation of the procurement by the Authority, or (iii) full execution by the Successful Proposer and the Authority of the contract contemplated by the procurement.

The Issuer hereby issues this Irrevocable Standby Letter of Credit in favor of the Authority, for any sum or sums up to the aggregate amount of **Ten Million United States Dollars (US\$10,000,000)**, available by draft(s) at sight drawn on the Issuer and payable immediately.

Any draft(s) under this Letter of Credit shall:

1. Identify this Irrevocable Standby Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and
2. State one of the following:

“This drawing is due to the failure of _____ (Proposer’s name) _____ to perform certain obligations under the Request for Proposals (“RFP”) for Tier III Trainsets (RFP No. HSR 14-30) issued on [insert date], as amended, by the Authority, as set forth in Section 4.6 of the ITP.”

or

“This drawing is due to the failure of _____ (Proposer’s name) _____ to provide a substitute letter of credit issued by a financial institution meeting the minimum criteria set forth in Section 4.6 of the ITP within 30 days of the failure of the Issuer upon which draft is being made to maintain the minimum criteria in Section 4.6.”



All drafts will be honored if presented to (Bank/Branch - Name & Address) on or before (Expiration Date) or any extended expiration date.

Drawings by facsimile to facsimile number () _____ are acceptable (each such drawing, a "Fax Drawing") provided, however, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number () _____. Issuer will acknowledge Beneficiary's presentment by e-mail to the e-mail address provided to Issuer in the Fax Drawing.

This Letter of Credit shall allow for multiple draws.

This Letter of Credit is subject to the rules of International Standby Practices 1998 (ISP98). For matters not addressed by ISP98, this Letter of Credit shall be governed by California law.

Issuer:

By: _____ (Authorized signature of Issuer) _____

ATTACHMENT K1: ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT

[To be completed by each Proposer team member. If Proposer is a consortium, partnership or joint venture, a copy of this disclosure shall be completed by each member, partner or joint venture member. A copy of this disclosure must also be completed by any participating Guarantors.]

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

“Organizational Conflict of Interest” means a circumstance arising out of a Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Proposer with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

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 Proposer and its team (including Proposer, Proposer Team members, and all subcontractors identified at the time of the submittal of its Proposal, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

[Empty rectangular box for content]

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.

[Empty rectangular box for content]

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.

Signature

Date

Printed Name

Title

Represented Entity Name

Federal ID Number

Proposer Name

DRAFT

ATTACHMENT K2: ORGANIZATIONAL CONFLICTS OF INTEREST AFFIDAVIT

[To be completed by each Proposer team member. If Proposer is a consortium, partnership or joint venture, a copy of this affidavit shall be completed by each member, partner or joint venture member. A copy of this affidavit must also be completed by any participating Guarantors.]

State of _____ §

County of _____ §

I, the undersigned, declare that I am the Official Representative of:

(Proposer)

the party making the foregoing Proposal, and that:

1. I am aware that the Conflict of Interest Policy, of the AUTHORITY prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.
2. I am aware that Section II.9 of the AUTHORITY's Conflict of Interest Policy contains the following definition:

An “**Organizational Conflict of Interest**” means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority, or of its objectivity in performing work for Authority; (ii) an unfair competitive advantage for any Contractor bidding or proposing on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

3. _____, its officers, employees, and agents, are

(Company Name)

subject to the provisions of the, AUTHORITY's Conflict of Interest Policy. A diligent search of the relationships and interests of _____

(Company Name)

its officers, employees, and agents, has been conducted to determine whether any Organizational Conflict of Interest may exist relating to or resulting from this Request



for Proposal or any contract that may be entered as a result of this Request for Proposal.

4. _____, its officers, employees, and agents, do
(Company Name)
not have an Organizational Conflict of Interest under the AUTHORITY's Conflict of Interest Policy.
5. If an Organizational Conflict of Interest is discovered at any time in the future,
_____ will submit an Organizational Conflicts of
(Company Name)
Interest Disclosure Statement (Form K1), notifying the AUTHORITY of the existence and nature of the conflict within three Working Days following the discovery of the Organizational Conflict of Interest.

I have the full power to execute, and do execute this declaration on behalf of

(Proposer)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the _____ day of _____, 20____ at _____, _____.
(City) (State)

Signature of Affiant

Subscribed and sworn to before me on this _____ day of _____, 20____
at _____, _____.
(City) (State)

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath

ATTACHMENT L: CERTIFICATION REGARDING MISCELLANEOUS STATE REQUIREMENTS

[To be completed by each Proposer team member. If Proposer is a consortium, partnership, or joint venture, a copy of this certification must be completed by each member, partner or joint venture member. A copy of this certification must also be completed by any participating Guarantors.]

Statement of Compliance - Undersigned entity has, unless exempted, complied with nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103)

Drug-Free Workplace Requirements - Undersigned entity shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Contract will:
 1. receive a copy of undersigned entity's drug-free workplace policy statement; and,
 2. agree to abide by the terms of undersigned entity's statement as a condition of employment on the Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and undersigned entity may be ineligible for award of any future State contracts if the Authority determines that any of the following has occurred: undersigned entity has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 *et seq.*)

National Labor Relations Board Certification - Undersigned entity certifies that no more than one final unappealable finding of contempt of court by a Federal court has been issued against undersigned entity within the immediately preceding two-year period because of undersigned entity's failure to comply with an order of a Federal court, which ordered undersigned entity to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296)

Expatriate Corporations - Undersigned entity hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

Sweatfree Code Of Conduct -

- a. Undersigned entity declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Undersigned entity further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. Undersigned entity agrees to cooperate fully in providing reasonable access to the undersigned entity's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine undersigned entity's compliance with the requirements under paragraph (a).

Domestic Partners - For contracts over \$100,000 executed or amended after January 1, 2007, undersigned entity certifies that it is in compliance with Public Contract Code section 10295.3.

Tax Delinquency – For contracts executed or amended after July 1, 2012, undersigned entity certifies that its name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code Section 7063 or 19195.

Air or Water Pollution Violation – Under the State laws, the undersigned entity shall not be:

- a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- a. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- b. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Entity Name (Printed)

Date

Printed Name and Title of Person Signing

Signature

Proposer Name

Federal ID Number



ATTACHMENT M: IRAN CONTRACTING CERTIFICATION

[To be completed by each Proposer team member. If Proposer is a consortium, partnership, or joint venture, a copy of this certification must be completed by each member, partner or joint venture member. A copy of this certification must also be completed by any participating Guarantors.]

Section 2200 *et seq.* of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that

It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a proposal in response to this RFP for Tier III Trainsets.

Note: Providing a false certification may result in civil penalties and sanctions.

Signature

Date

Printed Name

Title

Represented Entity Name

Federal ID Number

Proposer Name

ATTACHMENT N: DARFUR CONTRACTING ACT CERTIFICATION

[To be completed by each Proposer team member. If Proposer is a consortium, partnership, or joint venture, a copy of this certification must be completed by each member, partner or joint venture member. A copy of this certification must also be completed by any participating Guarantors.]

Pursuant to Public Contract Code section 10478, if a Proposer or Proposer team member currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

1. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
Initials but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business
Initials activities or other operations outside of the United States, but we certify below that we are not a scrutinized company below as defined in Public Contract Code section 10476.

CERTIFICATION for Paragraph No. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Proposer to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

Signature

Date

Printed Name

Title

Represented Entity Name

Federal ID Number

Proposer Name

ATTACHMENT O: PAST PERFORMANCE CERTIFICATION

[To be completed by each Proposer team member. If Proposer is a consortium, partnership, or joint venture, a copy of this certification must be completed by each member, partner or joint venture member. A copy of this certification must also be completed by any participating Guarantors.]

Name of Firm: _____

1. Within the past ten years, has the firm or any Affiliate¹ ever failed to complete any work it agreed to perform, or had a contract terminated?

Yes No

If yes, please explain, provide information concerning any such work completed by a surety, and provide owner contact information including telephone numbers:

2. Is any litigation pending by a project owner against the firm or any Affiliate, including cross-claims?

Yes No

If yes, please explain and provide owner contact information including telephone numbers:

¹ In addition to the definition provided in Section 1 of the General Provisions, for purposes of completion of this Certification the term "Affiliate" includes the firm's parent company, its subsidiary companies, any company under joint ownership with the firm, any joint ventures or limited liability companies in which the firm is a member, and any partnership in which the firm is a member.

3. Has the firm, any Affiliate, or any current officer thereof, been indicted or convicted of bid or other contract related crimes, or violations or any other felony or serious misdemeanor (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) within the past five years?

Yes No

If yes, please explain:

4. Has the firm or any Affiliate ever sought protection under any provision of any bankruptcy act?

Yes No

If yes, please explain:

5. Has the firm or any Affiliate ever been debarred or suspended from performing work for the Federal government, any state or local government, or any foreign governmental entity, including ineligibility to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code?

Yes No

If yes, please explain:

6. Has the firm or any Affiliate ever been assessed liquidated damages or stipulated damages during the past five years in excess of \$100,000 on any project (including penalties for nonconforming work as well as completion delay)?

Yes No

If yes, please explain including a description of any nonconforming work and a statement regarding the duration of the delay and the cause:

7. Is the firm currently asserting against any public agency any construction claim(s) in excess of \$100,000, or has it made any such claim(s) against any public agency during the past 2 years, or have any such claims been taken to arbitration or litigation during the past 10 years? For purposes of this question, the term "claim" shall include each separate demand for payment of money or damages arising from work done by or on behalf of the contractor in connection with a public works contract, which was disputed by the public agency, even though the agency may have ultimately agreed to make payment.

Yes No

If yes, please explain the circumstances surrounding the claims and /or litigation in detail:

8. Has the firm been awarded a design contract by a department, division, or other State of California agency within the past ten years?

Yes No

If yes, please identify the agencies, and provide agency contact information including telephone numbers.

9. Has the firm been awarded a construction contract by a department, division, or other State of California agency within the past ten years?

Yes No

If yes, please identify the team members and the agencies, and provide owner contact information including telephone numbers.

10. Has the firm ever been the subject of any inquiry by any public agency as to whether it has made any false claim or other material misrepresentation?

Yes No

If yes, as to each such inquiry, state the name of the public agency, the date of the _____

inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

11. Has any construction project performed or managed by the firm been involved repeated or multiple failures to comply with safety rules, regulations, or requirements? Has any serious or willful violation of Part 1 (commencing with Section 6300 of Division 5 of the Labor Code or the Federal Occupational Safety and Health Act of 1970 (Public Law 91-596), settled against the firm? If yes, describe.

Yes No

If yes, please identify the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

12. Has any serious or willful violation of Part 1 (commencing with Section 6300 of Division 5 of the Labor Code or the Federal Occupational Safety and Health Act of 1970 (Public Law 91-596), settled against the firm?

Yes No

If yes, please identify the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

13. Has the firm ever been fined for violating an environmental regulation?

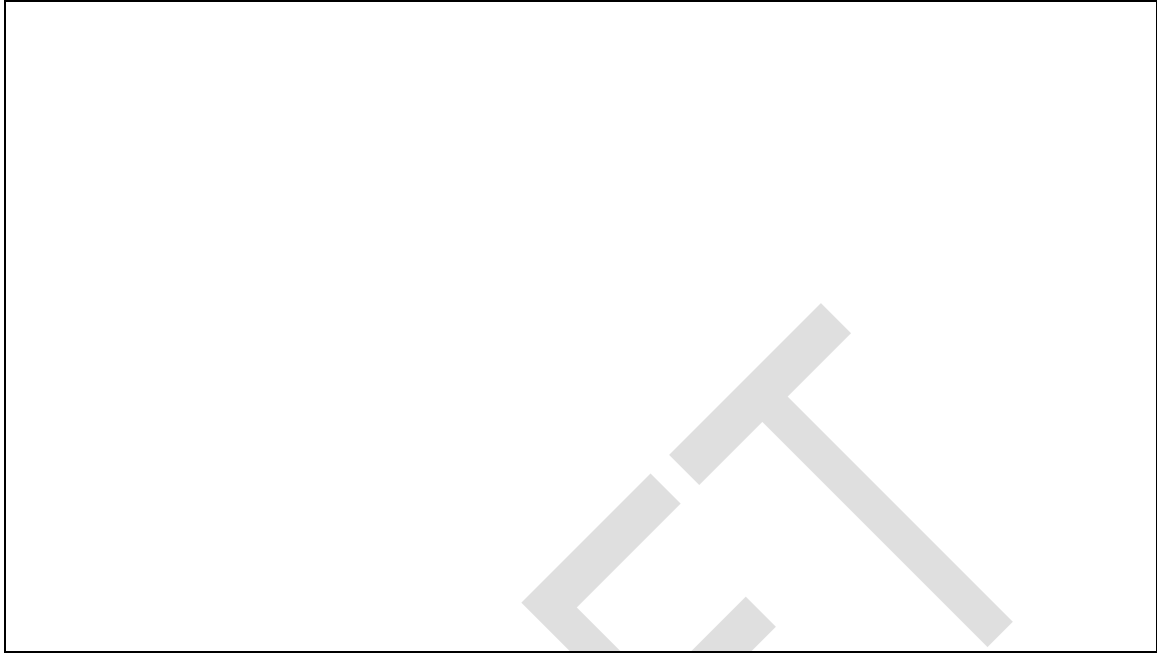
Yes No

If yes, please identify the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

14. Has the firm been convicted of violating a State or federal law respecting the employment of undocumented aliens in the past 5 years?

Yes No

If yes, please identify the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.



Authorization and Certification

I hereby authorize the California High-Speed Rail Authority to make any inquiries necessary to verify the information I have presented in this Certification and attachments thereto, and obtain any financial information necessary to evaluate my organization's capability to supply the necessary financial support to the proposed project.

I hereby certify to the best of my knowledge and belief that I have read, understand, and do hereby accept the terms and conditions contained in this RFP.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Official Representative, as identified in the Proposal Transmittal Letter (ITP Attachment A) and am authorized to execute on behalf of the Proposer or undersigned entity for which this Certification is executed:

Signature

Date

Printed Name

Title

Represented Entity Name

Federal ID Number

Proposer Name

ATTACHMENT P: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

[To be completed by each Proposer team member. If Proposer is a consortium, partnership, or joint venture, a copy of this certification must be completed by each member, partner or joint venture member. A copy of this certification must also be completed by any participating Guarantors.]

This certification applies to the Contract and any Subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the Contract or Subcontract, as applicable.

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an "x")

Certify to the above Cannot certify to the above.

If the "cannot certify" box is checked, attach an explanation of the reasons.

Signature

Date

Printed Name

Title

Represented Entity Name

Federal ID Number

Proposer Name



(Proposer)

I declare under penalty of perjury under the laws of the State of California that the

foregoing is true and correct and that this declaration is executed on the _____ day of

_____, 20__ at _____, _____ .
(City) (State)

Signature of Affiant

Subscribed and sworn to before me on this _____ day of _____, 20__

at _____, _____ .
(City) (State)

Seal of Notary Public or
Officer Taking Oath

Signature of Notary Public or
Officer Taking Oath

ATTACHMENT R: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be completed by each Proposer team member. If Proposer is a consortium, partnership or joint venture, a copy of this disclosure shall be completed by each member, partner or joint venture member. A copy of this certification must also be completed by any participating Guarantors.]

The undersigned entity certifies that:

Check one of the following boxes:

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature

Date

Printed Name

Title

Represented Entity Name

Federal ID Number

Proposer Name

ATTACHMENT S: CERTIFICATION REGARDING LOBBYING

[To be completed by each Proposer team member. If Proposer is a consortium, partnership or joint venture, a copy of this disclosure shall be completed by each member, partner or joint venture member. A copy of this certification must also be completed by any participating Guarantors.]

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

- No federal appropriated funds have been 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 agency, a member of Congress, an officer or employee 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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 such failure.

Signature

Date

Printed Name

Title

Represented Entity Name

Federal ID Number

Proposer Name

ATTACHMENT T: NON-DISCRIMINATION CERTIFICATION

[To be completed by each Proposer team member. If Proposer is a consortium, partnership or joint venture, a copy of this disclosure shall be completed by each member, partner or joint venture member. A copy of this disclosure must also be completed by any participating Guarantors.]

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the undersigned entity agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the contract for Tier III Trainsets.

Signature

Date

Printed Name

Title

Represented Entity Name

Federal ID Number

Proposer Name

ATTACHMENT U: KEY PERSONNEL

[To be completed by Proposer]

Proposer hereby commits that, if awarded the Contract, the Proposer will use the Key Personnel listed below for their stated positions and that, to the extent within Proposer's control, such individuals will be available on a full-time basis for the periods necessary to fill their Project-related responsibilities.

_____ (Project Manager)

_____ (Lead Design Engineer)

_____ (Lead Test Engineer)

_____ (Lead Commissioning Engineer)

_____ (Lead RAMs Engineer)

_____ (Lead Design Engineer or Architect for Maintenance Facilities)

_____ (Small Business Officer)

Executed this day by Proposer's Official Representative.

Signature

Date

Printed Name

Proposer Name

**ATTACHMENT V:
SPARES PRICING MATRIX**

[List of Spares to be provided by Addendum]

DRAFT

ATTACHMENT W: ESCROWED PROPOSAL DOCUMENTS CERTIFICATION

[To be completed by Proposer]

The undersigned Proposer's Official Representative does hereby certify that s/he has personal knowledge of the preparation of the proposal cost and pricing documents, that s/he has examined the documents, and that, to the best of his/her knowledge, the documentation is complete and accurate and otherwise complies with the Authority's "Escrowed Proposal Documentation" clause relating to this solicitation.

Signature

Date

Printed Name

Proposer Name

ATTACHMENT X: INTELLECTUAL PROPERTY CERTIFICATION

[To be completed by each Proposer team member. If Proposer is a consortium, partnership or joint venture, a copy of this disclosure shall be completed by each member, partner or joint venture member.]

The undersigned entity certifies that it lawfully possesses an irrevocable, perpetual, fully paid-up right and license to use, exploit, manufacture, distribute, copy, adapt and display all Intellectual Property incorporated into the Proposal.

Signature

Date

Printed Name

Title

Represented Entity Name

Federal ID Number

Proposer Name

ATTACHMENT Y: PASS/FAIL CERTIFICATION

[To be completed by Proposer]

Proposer hereby certifies that its Technical Proposal meets all requirements in the sections of the Performance Specification referenced in Table 1 of Attachment B to the Instructions to Proposers, provided that for Section 4.1 of the Performance Specification, compliance with the noise requirements set forth in Section 7.5 of the Performance Specification is required in lieu of the exterior noise metric requirements in 40 CFR 201 and 49 CFR 210.

Executed this day by Proposer's Official Representative.

Signature

Date

Printed Name

Proposer Name

ATTACHMENT Z: PROPOSAL CHECKLIST

This Attachment Z, Proposal Checklist, is provided to establish the organization of Proposals. Attachment Z is for Proposer's use in preparing its Proposal and is not required to be submitted with the Proposal.

Proposal Format / Quantity Requirements

- Each original/copy is contained in a separate 3-ring binder
- Each original/copy is clearly indexed using pages with tabs and organized in the order set forth in this Attachment Z
- 1 original Technical Proposal / Revised Technical Proposal as appropriate, marked as such
- 6 copies of the Technical Proposal / Revised Technical Proposal, as appropriate, marked as such
- 1 electronic copy of the Technical Proposal / Revised Technical Proposal, as appropriate, on DVD
- 1 original Price Proposal, marked as such
- 1 copy of the Price Proposal, marked as such
- 1 electronic copy of the Price Proposal on DVD

Technical Proposal / Revised Technical Proposal Submittals

Administrative Submittals

- 10-page summary of changes relative to the submitted Technical Proposal (Revised Technical Proposal only)
- Errata sheet (Revised Technical Proposal only)
- List of Recommended Spares (Technical Proposal only)
- Financial Capacity submittal (Attachment G), including:
 - Recent financial statements and credit ratings
 - Material changes disclosure (if required)
 - Guarantor letter of support
 - Statement regarding ability to obtain required bonds and/or letters of credit

- Off-balance sheet liabilities letter
- Proposer teaming agreements
- Transmittal Letter (Attachment A)
- Rolling Stock Cost Model Commitments (Attachment C1)
- Schedule of Subcontractor(s)/Subconsultant(s) (Attachment D)
- Buy America submittal, including:
 - Component Supplier Certification Form (Attachment E2)
 - Certificate of Compliance or Non-Compliance (Attachment E3, Form BA-2 or BA-3)
 - Component Worksheets (Attachment E4)
 - Waiver request(s) and justification (if applicable) (Technical Proposal only)
- Overall Project Small Business Goal Commitment Affidavit (Attachment F)
- Proposal Bond (Attachment J1) or Proposal Letter of Credit (Attachment J2), as applicable (Revised Technical Proposal only)
- Organizational Conflicts of Interest Disclosure Statement (Attachment K1)
- Organizational Conflicts of Interest Affidavit (Attachment K2)
- Certification Regarding Miscellaneous State Requirements (Attachment L)
- Iran Contracting Certification (Attachment M)
- Darfur Contracting Act Certification Attachment N)
- Past Performance Certification (Attachment O)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment P)
- Non-Collusion Affidavit (Attachment Q)
- Equal Employment Opportunity Certification (Attachment R)
- Certification Regarding Lobbying (Attachment S)
- Non-Discrimination Certification (Attachment T)
- Key Personnel (Attachment U)
- Intellectual Property Certification (Attachment X)

- Domestic Content Improvement Plan
- Changes in Proposer's Organization (a copy of the letter (if any) approving changes issued by the Authority) (if applicable) (Revised Technical Proposal only) (see ITP section 3.8)
- Joint and Several Liability Letter (if the Proposer is a consortium, partnership, or joint venture) (see ITP section 4.10)

Stage 1 Submittals

- Pass/Fail Certification Letter (Attachment Y)

Evidence demonstrating compliance with Pass/Fail requirements identified in the Stage 1C section in Table 1 of Attachment B, including:

- Service-Proven Trainset submittal (Performance Specification section 1.0)
- Regulations and Standards submittal (Performance Specification section 4.1)
- Journey Time submittal (Performance Specification section 5.1.1)
- Reliability, Availability, Maintainability, and Safety (RAMS) submittal (Performance Specification section 6)
- Trainset Product Platform / Trainset Configuration submittal (Performance Specification sections 7.2 and 7.3)
- Passenger Seating Capacity submittal (Performance Specification section 8.4.6)
- Fire Safety Systems submittal (Performance Specification section 8.18)
- Track Geometry submittal (Performance Specification section 12.3.11)
- Gradients submittal (Performance Specification section 12.3.12)
- Static Axle Load submittal (Performance Specification section 12.3.18)
- Clearances submittal (Performance Specification section 12.3.19)

Stage 2 Submittals

Submittal requirements identified in Table 2 of Attachment B, including:

- Reference System submittal (Performance Specification [*To be provided*])
- General Requirements / Interior Aesthetic Design Concepts / Flexibility submittal (Performance Specification sections 4.5, 11.2.2)
- Driving Simulator submittal (Performance Specification section 8.8.2)
- Lighting submittal (Performance Specification section 8.15)

- Trainset Dynamic Behavior, Vehicle/Track Analytical Simulation submittal (Performance Specification sections 8.19.8, 12.3.4)

Stage 3 Submittals

Submittal requirements identified in Table 3 of Attachment B, including:

- Small Business Program submittal
- Service Period Requirements submittal
- Experience Providing Maintenance Services submittal
- Approach to Integrating Autonomous Track and OCS Monitoring Systems onto Trainset submittal

Price Proposal Submittals

Stage 3 Submittals

- Price Proposal Form (Attachment I)
- Spares Pricing Matrix (Attachment V)
- Financial Plan
- Rolling Stock Cost Model (Attachment C2)

Escrowed Proposal Documentation

- Escrowed Proposal Documents Certification (Attachment W)
- Escrowed Proposal Documents (EPDs)