

# California High-Speed Rail Authority



## Request for Qualifications for Early Train Operator RFQ16-13

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## Part A. Background and Instructions

### 1.0 Introduction

The California High-Speed Rail Authority (Authority) is responsible for planning, designing, building and operation of the first high-speed rail system in the nation. The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. The System will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour and will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

The Authority may enter into contracts with private and public entities for the design, construction and operation of high-speed rail trains including all tasks and segments thereof pursuant to California Public Utilities Code sections 185034 and 185036. Additional authority for a state agency to enter into these contracts includes, but is not limited to, Public Contract Code Sections 10335, *et seq.*

Through this procurement, the Authority intends to enter into a partnership with a world-class rail operator (Operator) to assist in the initial development of the System including the procurement of rolling stock, track and systems, and stations; and to eventually become the initial responsible party for operations and management of the Silicon Valley to Central Valley segment of the Phase 1 System during early operations.

The contract that will be awarded under this procurement will proceed in two phases. Phase 1 will be governed by a performance-based Pre-Development Agreement pursuant to which the Operator, specifically including its identified Key Personnel, will work alongside the Authority and its advisors on the design, development and procurement of the commercial aspects of high-speed rail passenger train operations. In Phase 2, the Operator will be responsible for preparing for and operating the initial System pursuant to a Franchise Agreement to be negotiated and executed, consistent with the associated Financial Plan, at an appropriate time during Phase 1.

For Phase 1, the estimated not-to-exceed amount is \$30,000,000 (thirty million dollars) for a proposed term of six (6) years. The remuneration and term for Phase 2 will be negotiated during Phase 1, determined in part by the associated Financial Plan.

Offerors are encouraged to review the following documents:

- California High-Speed Rail Program 2016 Business Plan (2016):  
[http://www.hsr.ca.gov/About/Business\\_Plans/2016\\_Business\\_Plan.html](http://www.hsr.ca.gov/About/Business_Plans/2016_Business_Plan.html)
- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012):  
[https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201120120SB1029](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201120120SB1029)
- US DOT FRA Grant/Cooperative Agreement FR-HSR-009-10-06 (and subsequent amendments):  
[http://www.hsr.ca.gov/About/Funding\\_Finance/funding\\_agreements.html](http://www.hsr.ca.gov/About/Funding_Finance/funding_agreements.html)
- California Transportation Plan 2040:



<http://www.dot.ca.gov/hq/tpp/californiatransportationplan2040/index.shtml>

By submitting a Statement of Qualifications (SOQ), Offerors agree to be bound by and meet all of the requirements specified in this Request for Qualifications (RFQ). Failure to do so may result in rejection of the SOQ and elimination of the Offeror from this procurement.

## 2.0 Definitions and Acronyms

### 2.1 Definitions

The following terms used in this RFQ shall have the meanings set forth below:

**Authority** – California High-Speed Rail Authority which may include the Authority’s consultants and other representatives.

**Authority Board** – California High-Speed Rail Authority Board of Directors.

**Business Day** – Monday through Friday, except for federal or State holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time.

**Commercially Useful Function (CUF)** – In collective consideration of CUF standards set forth by Government Code 14837, California Code of Regulations § 1896.4(h), Military and Veteran Code 999(b) (5) and 49 C.F.R. Part 26.55 (c)-(d), the Authority will uniformly apply CUF Best Practices standards. A SB, DBE, DVBE, or MB is deemed to perform a CUF if the business meets the following CUF standards:

1. Performs a CUF when a SB/MB/DBE/DVBE is responsible for the execution of a distinct element of work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
2. Performs work that is normal for its business services and functions.
3. Be responsible, with respect, to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.
4. A SB/MB/DBE/DVBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB/MB/DBE/DVBE participation.

**Day** – Calendar day, unless otherwise noted.

**Disabled Veteran Business Enterprise (DVBE)** – A for-profit business concern that meets the certification requirements set forth in California Military and Veterans Code Section 999(b)(7) including but not limited to at least 51 percent owned by a veteran of the United States Military who has at least a 10 percent service-connected disability. To be counted towards meeting the goals of the Small Business Program, a Disabled Veteran Business Enterprise must be certified by the California Department of General Services.

**Disadvantaged Business Enterprise (DBE)** – A for-profit business concern that meets the requirements of Title 49, Part 26.61 through 26.73 inclusive of the Code of Federal Regulations including but not limited to at least 51 percent owned by individuals who are both socially and economically disadvantaged. To be counted towards meeting the goals of the Small Business Program, a Disadvantaged Business Enterprise must be certified by the California Uniform Certification Program.

**Equity Member** – A member of the Offeror Team that is:





1. If the Offeror is a joint venture or partnership, any joint venture member or general partner thereof,
2. If the Offeror is or will be a newly formed limited liability entity, an equity owner of the Offeror, or
3. If the Offeror is a corporation or other entity that is not newly formed, the Offeror.

**First Phase (Phase 1)** – The initial part of the contract governed by a Pre-Development Agreement pursuant to which the Operator, specifically including its identified Key Personnel, will work alongside the Authority and its advisors on the design, development and procurement of the commercial aspects of high-speed rail passenger train operations.

**Franchise Agreement** – The Second Phase (Phase 2) contract for the initial operations of the System.

**Grant/Cooperative Agreements** – Agreement numbers FR-HSR-009-10-01-05 and FR-HSR-0037-11-01-00, as amended, between the Authority and the Federal Railroad Administration providing terms for expenditure of federal funds provided for portions of the Services.

**Guarantor** – Any Person that is the obligor under any guarantee in favor of the Authority required as part of the procurement process.

**Key Personnel** – Those individuals identified in the Offeror’s SOQ to fill the positions specified in Section 6.4.2.2.

**Lead Operator** – The member of the Offeror Team, whether a single entity or joint venture, that is primarily responsible for the Services.

**Microbusiness (MB)** – A for-profit small business concern that meets the certification requirements set forth in California Government Code Section 14837(d) and California Code of Regulations Sections 1896.4 (Definitions) and 2894.12 (Eligibility) including but not limited to its principal office is located in California, its owners reside in California, it not be dominant in its field and it have an average gross revenue of \$3.5 million or less over the previous three tax years. To be counted towards meeting the goals of the Small Business Program, a Microbusiness must be certified by the California Department of General Services.

**Offeror** – A Person that submits a Statement of Qualifications in response to this Request for Qualifications.

**Offeror Team** – Collectively, the Offeror and its Equity Members, Lead Operator, Guarantors, Subcontractors/Subconsultants, and their respective employees, agents and officers.

**Open Government Laws** – Collectively, the California Public Records Act (Gov. Code Section 6250 *et seq.*), the Bagley-Keene Open Meeting Act (Gov. Code Section 11120 *et seq.*), and the Freedom of Information Act (FOIA) (5 U.S.C. Section 552, as amended by Public Law No. 104-231, 110 Stat. 3048) and other applicable state and federal open records laws.

**Operations Period** – An initial operations phase under the Franchise Agreement in which the Operator mobilizes and carries through an agreed-upon ramp-up period and a long-term phase providing mature operations.

**Operator** – The firm or other entity, if any, awarded a contract by the Authority for the Services after the procurement process is completed.



**Person** – Any individual, corporation, company, joint venture, partnership, trust, unincorporated organization, or governmental agency including the Authority.

**Policy** – The Organizational Conflicts of Interest Policy that applies to this procurement and any resulting contracts.

**Pre-Development Agreement** – the Phase 1 contract for management and pre-operations advisory services.

**Pre-Operations Period** – Period under the Franchise Agreement when the Operator will establish a Train Operating Company to operate and manage specified elements of the System and provide pre-operations services to be agreed upon in the Franchise Agreement, such as staffing and training, marketing and branding, procurement of revenue collections systems, testing of tracks and rolling stock, and other services relating to System start-up.

**Proposer** – An Offeror that is shortlisted by the Authority following evaluation of the Statements of Qualifications (SOQ) submitted in response to this Request for Qualifications (RFQ).

**Proposal** – A proposal submitted by a Proposer in response to a Request for Proposals (RFP).

**Public Records Act** – The California Public Records Act, Government Code Section 6250 *et seq.*

**Second Phase (Phase 2)** – The part of the contract which will be governed by the Franchise Agreement negotiated and executed during the First Phase. There will be two periods associated with the Second Phase of the contract, the Pre-Operations Period and the initial Operations Period.

**Services** – All of the work required under the Phase 1 and Phase 2 contracts as described in Exhibits A and B, and other duties and services to be furnished and provided by Operator.

**Small Business** – A for-profit business concern that meets the certification requirements set forth in California Government Code Section 14837(d) and California Code of Regulations Section 1896.4 (Definitions) and 2894.12 (Eligibility) including but not limited to that its principal office is located in California, its owners reside in California, it not be dominant in its field and it have average gross revenue of \$14 million or less over the previous three tax years. To be counted towards meeting the goals of the Small Business Program, a Small Business must be certified by the California Department of General Services.

**State** – The State of California.

**System** – The intercity high-speed rail service throughout the State as defined under provisions of Sections 2704 *et seq.* of the Streets and Highways Code and Sections 185030 *et seq.* of the Public Utilities Code.

**Subcontractor/Subconsultant** – For the purpose of this procurement, Subcontractor and Subconsultant are interchangeable and defined as follows:

1. Prior to award of the contracts pursuant to this procurement process, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Services, or that will enter into a sub-subcontract for any part of the Services, at any tier; or
2. After award of the contracts, any Person with whom the Operator has entered into a subcontract for any part of the Services, or with whom any Subcontractor/Subconsultant has further subcontracted any part of the Services, at all tiers.



**V2V System** – The high-speed rail service connecting the Silicon Valley to the Central Valley as described in the 2016 Business Plan.

## 2.2 Acronyms

<b>ARRA</b>	America Recovery and Reinvestment Act of 2009
<b>CalSTA</b>	California State Transportation Agency
<b>Caltrans</b>	California Department of Transportation
<b>CEQA</b>	California Environmental Quality Act
<b>CUF</b>	Commercially Useful Function
<b>DBE</b>	Disadvantaged Business Enterprise
<b>DGS</b>	California Department of General Services
<b>DVBE</b>	Disabled Veteran Business Enterprise
<b>FOIA</b>	Freedom of Information Act
<b>FRA</b>	Federal Railroad Administration
<b>HSR</b>	High-speed rail
<b>ICCTA</b>	Interstate Commerce Commission Termination Act of 1995
<b>IFRS</b>	International Financial Reporting Standards
<b>O&amp;M</b>	Operations and Maintenance
<b>MB</b>	Microbusiness
<b>PRA</b>	Public Records Act
<b>RDP</b>	Rail Delivery Partner
<b>RFQ</b>	Request for Qualifications
<b>RFP</b>	Request for Proposals
<b>SB</b>	Small Business
<b>SBE</b>	Small Business Enterprise
<b>SOQ</b>	Statement of Qualifications
<b>USDOT</b>	United States Department of Transportation
<b>U.S. GAAP</b>	United States Generally Accepted Accounting Principles
<b>V2V</b>	Silicon Valley to the Central Valley

## 3.0 Project Overview

### 3.1 General Overview

This RFQ solicits SOQs for an Early Train Operator contract in two phases. The Phase 1 Pre-Development Agreement shall set forth the fees to be paid to the Operator on a time and materials basis and upon completion of specified Phase 1 milestones, as well as metrics to govern Operator's eligibility for performance-based incentives. The Pre-Development Agreement shall also set forth required performance security, which the Authority may draw upon for Operator's failure to negotiate or execute the Franchise Agreement in good faith or otherwise to fulfill the terms of the Pre-Development Agreement. Performance security will include liquidated damages payable by the Operator for changes made to previously identified Key Personnel that are not approved by the Authority; and for the execution of a Franchise Agreement during Phase 2. The Authority intends to award a contract to one



(1) successful Offeror to provide both the Phase 1 management and consulting services and the Phase 2 train operations services.

Exhibit A of this RFQ represents the full scope of services that the selected Offeror may be called upon to deliver during Phase 1 of the contract. Depending on the needs of the Authority, the selected Offeror may be asked to provide varying levels of and types of professional services within those identified in Exhibit A.

The Authority requires its professional consultants to provide services of the highest quality within a constrained schedule in order to meet System commitments. It is acknowledged by the Operator that time is of the essence in the performance of each assigned task. The services and any defined deliverables shall be completed and delivered to the Authority or its agent, in a prompt and timely manner to permit the effective review and deployment of the deliverable by the Authority during and throughout the performance of any contracts resulting from this procurement.

Exhibit B of this RFQ represents the full scope of services that the selected Offeror may be called upon to deliver during Phase 2 of this contract. At an appropriate time during Phase 1, the Authority and the Operator shall negotiate and execute a Franchise Agreement to govern Phase 2 services.

The services described herein are not exclusive for Phase 1 and the Authority reserves the right to enter into other agreements covering the same or similar services or to perform the same or similar services itself or through its agents.

The evaluation/selection shall be based on the criteria contained in Section 6.4. Offerors will be required to commit to efforts to achieve the Authority's 30 percent utilization goal for Small Business and Disadvantaged Business Enterprises (see Form G) in the Proposals submitted for the Request for Proposals. Offerors are recommended to submit any questions regarding the Authority's goal during the RFQ phase.

The Authority intends to establish a shortlist of the most highly qualified Offerors. Offerors shortlisted in response to this RFQ will be invited to submit detailed proposals (Proposals) in response to a Request for Proposals (RFP). The Authority anticipates selecting a Proposer whose Proposal offers the best value to the Authority and the State.

The RFQ will be available in electronic format on the California State Contracts Register at (<http://caleprocure.ca.gov>) and on the Authority's website at:

[http://www.hsr.ca.gov/About/Doing\\_Business\\_with\\_HSR/contracts\\_for\\_bid.html](http://www.hsr.ca.gov/About/Doing_Business_with_HSR/contracts_for_bid.html)

All questions regarding this RFQ must be submitted in writing to the individual identified in Section 4.3 of this RFQ by the dates and times listed in Table 1. Responses to questions submitted will be posted on the State's Contract Register for the benefit of all Offerors.

### **3.2 Funding and Federal Requirements**

The Authority intends to fund Phase 1 of the Services with State and federal funding, including funds provided by the FRA. The Authority will act as the FRA-designated recipient for federal transportation funds.



Since Phase 1 Services may be funded in part with federal funds, the procurement documents and any contract awarded by the Authority relating to Phase 1 Services shall be subject to the requirements of applicable federal law, federal regulations, and conditions in the Grant/Cooperative Agreements. The Authority reserves the right to modify this procurement to address any concerns, conditions, or requirements of the funding agencies, including the FRA.

### 3.3 Small Business Participation

The Authority's Small and Disadvantaged Business Enterprise Program, August 2012 (SB Program) is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes. The Authority's SB Program establishes a 30 percent Small Business (SB) utilization goal, which is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) goal and a three percent Disabled Veteran Business Enterprise (DVBE) goal for this Agreement.

For the RFP, Offerors will be required to include a narrative describing a SB Performance Plan that shall identify firms being utilized to meet the Authority's 30 percent program goal, inclusive of the 10 percent DBE goal and three percent DVBE goal, including the contract value and scope of work that will be used to meet these goals and how they will continue to meet these goals for the term of the Agreement. The narrative shall also include a description of the approach and processes to be utilized to ensure that the Authority's SB goals continue to be met throughout the term of the Agreement. The SB Performance Plan will be scored as a component of the requirements for the Technical Proposal.

The successful Offeror shall also comply with other SB Program requirements, including, but not limited to, SB utilization reporting, substitution/termination processes, and other performance related factors as identified in the Authority's SB Program. The Offeror should refer to the Authority's SB Program and the Prompt Payment Act provisions that will apply to any contract resulting from this procurement.

Each listed certified SB, MB, DBE, and DVBE must perform a Commercially Useful Function (CUF) in the performance of the Agreement as defined in Government Code section 14837(d)(4) and the Authority SB Program.

The SB Program will be incorporated by reference into any contract resulting from this procurement. The Offeror is advised to read and become familiar with the SB Program, which may be found on the Authority's Small Business Policy and Program web page at:

[http://www.hsr.ca.gov/Programs/Small\\_Business/policy.html](http://www.hsr.ca.gov/Programs/Small_Business/policy.html)

### 3.4 Equal Employment Opportunity and Nondiscrimination

The Operator will be required to follow State and federal Equal Employment Opportunity and Nondiscrimination laws and regulations, including but not limited to the following: Gov. Code section 12900, *et seq.*, Cal. Code Regs., Tit. 2, section 11000, *et seq.*, Gov. Code section 11135-11139.5, 2 CCR section 11105, 42 U.S.C. section 2000d-e, 42 U.S.C. section 6102, 42 U.S.C. section 12132, 49 U.S.C. section 306, 41 C.F.R. 60, *et seq.*, 42 U.S.C. section 2000e note, 29 U.S.C. section 623, 42 U.S.C. section 12112, 29 C.F.R. Part 1603, 29 U.S.C. 794, 49 C.F.R. Part 27, and 42 U.S.C. section 290 dd.

The Operator shall not discriminate against any employee or applicant for employment, or harass or allow harassment of any employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. The Contractor shall ensure that employees are treated during their employment without regard to their race, religious creed, color,



national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. Actions covered by these laws and regulations shall include, but are not limited to, the following:

1. Employment, upgrading, demotion, or transfer;
2. Recruitment or recruitment advertising;
3. Layoff or termination;
4. Rates of pay or other forms of compensation; and
5. Selection for training, including apprenticeship.

### **3.5 Liability, Insurance, and Security**

The Authority anticipates that the Operator will be required to assume certain liabilities with respect to the operation of the System, to provide performance bonds, insurance coverage, and to indemnify and defend the Authority against third party claims as specified in the contracts. In due course, the Operator may be required to provide one or more additional performance guarantees for Phase 2. The Authority will have the benefit of tort liability limitations to the extent provided by State law. Neither the State nor the Authority intends to waive their respective sovereign immunity protections under State law. Specific provisions concerning bonds, guarantees, insurance and indemnity will be provided in the RFP.



## 4.0 INSTRUCTIONS TO OFFERORS

### 4.1 Procurement Schedule

The Authority anticipates carrying out the RFQ phase of the procurement process contemplated hereby in accordance with the following schedule:

**Table 1: Key RFQ Dates**

Activity Description	Key Dates
RFQ advertised	Friday, December 16, 2016
Last day to submit written questions (Round 1)	Tuesday, January 10, 2017
Authority to post responses to Offeror questions (Round 1)	Friday, January 27, 2017
Last day to submit written questions (Round 2)	Thursday, February 2, 2017
Authority to post responses to Offeror questions (Round 2)	Friday, February 10, 2017
Last day to submit written questions (Round 3)	Monday, March 6, 2017
Authority to post responses to Offeror questions (Round 3)	Friday, March 10, 2017
SOQs due to Authority's office by 12:00 PM Pacific Time	Tuesday, April 4, 2017
Notice of shortlist and invitation to participate in RFP sent	Friday, April 28, 2017
All dates subsequent to the SOQ due date may be modified at the discretion of the Authority without issuing a formal addendum to this RFQ.	

~~NOTE: Additional clarifications regarding the Early Train Operator RFQ will be released in Addendum 4 during the week of February 27 through March 3, 2017.~~

### 4.2 Addenda and State's Contract Register

The Authority reserves the right to revise this RFQ by issuing addenda to the RFQ at any time prior to the SOQ due date.

Offerors are responsible for monitoring the California State Contracts Register and the Authority's website for information concerning this procurement, and will be required to acknowledge in Form A that they have received and reviewed all materials posted thereon.



#### **4.3 Authority's Designated Point-of-Contact**

The Authority's Designated Point-of-Contact for communications concerning this RFQ shall be as follows:

Attention: Rachel Taylor  
Early Train Operator Procurement Manager  
**California High-Speed Rail Authority**  
Address: 770 L Street, Suite 620 MS 1  
Sacramento, CA 95814  
Phone: (916) 837-5539  
Email: EarlyTrainOperator@hsr.ca.gov

Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any Board member or Authority staff other than the Point of Contact identified above. Failure to comply with this communication prohibition may result in disqualification.

#### **4.4 Questions and Requests for Clarification**

In order to facilitate receipt, processing, and response, Offerors must submit all questions and requests for clarification in writing by email to the point of contact listed in Section 4.3. All such questions shall use the subject line: RFQ16-13 Early Train Operator, and shall clearly indicate in the body of the message the part, section, and page number about which the question is regarding. If multiple questions are submitted, each question should be clearly numbered and have the relevant part, section, and page number indicated at the start of the question.

Offerors are responsible for ensuring that any written communications clearly indicate that the material is related to the Project. The Authority will provide responses to Offeror questions and clarification requests within a reasonable time following receipt, subject to the cut-off dates set forth in Table 1 of Section 4.1. The Authority will post responses to those questions of general application and requests for clarifications on Cal eProcure for the benefit of all participants.

#### **4.5 Non-Commitment of Authority**

This RFQ does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a SOQ in response to this request, or to procure a contract for services. The Authority reserves the right to accept or reject any or all SOQs received in response to this request, to negotiate with any qualified Offeror, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the Authority to do so.

#### **4.6 Property Rights**

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority.

#### **4.7 Changes in Offeror Organization**

In order for an Offeror to remain qualified to submit a Proposal after it has been shortlisted, unless otherwise approved in writing by the Authority, the Offeror's organization as identified in its SOQ must remain intact for the duration of the procurement process. If an Offeror wishes to make changes in the





Offeror Team members or Key Personnel identified in its SOQ, including, without limitation, additions, deletions, reorganizations and/or role changes, the Offeror shall submit to the Authority a written request for approval of the change. Any such request shall be addressed to the Authority's Designated Point-of-Contact as set forth in Part A.4.3, accompanied by the information specified for such entities or individuals in this RFQ, including an Organizational Conflicts of Interest Disclosure Statement (~~Form FForm-F~~). If a request is made by an Offeror to allow the deletion or role change of any Offeror Team member or Key Personnel identified in its SOQ, the Offeror shall submit such information as may be required by the Authority to demonstrate that the changed team meets the RFQ criteria. The Offeror shall submit one (1) original and seven (7) copies of each request package. The Authority is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion.

#### 4.8 Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Services that began upon the date of issuance of this RFQ and continues in effect until the later of the execution of the Phase 1 Pre-Development Agreement or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes but is not limited to face-to-face, telephone, facsimile, e-mail, or formal written communication, both direct and through intermediaries (including Subcontractors/Subconsultants and third-party stakeholders).

The specific rules of contact are as follows:

1. After submittal of SOQs, no Offeror or any of its team members may contact another Offeror or its team members with regard to the RFQ or subsequently issued RFP or any other team's SOQ or Proposal with the exception of Subcontractors/Subconsultants that are shared between two or more Offeror Teams. In such cases, those Subcontractors/Subconsultants may communicate with their respective team members so long as those Offerors establish protocols to ensure that the Subcontractor/Subconsultant will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Authority sponsored informational meetings). Prior to any substantive communications with such Subcontractors/Subconsultants, Offerors shall submit their protocols to the Authority for review and approval.
2. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point-of-Contact (see Part A.4.3).
3. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ, RFP, or the procurement described herein with any member of the Authority Board or with any Authority or RDP staff, other than the Authority's Designated Point of Contact identified in Section 4.3. This includes any of the Authority's contractors and consultants (and their respective affiliates) that are involved with the procurement including the firms and individuals identified on the list provided in Exhibit C.
4. The Offerors shall not contact the entities listed below, including any employees, representatives, and members regarding this RFQ:
  - a. Federal Railroad Administration (FRA)
  - b. California State Transportation Agency (CalSTA)
  - c. California Department of Transportation (Caltrans)



- d. California Department of General Services (DGS)
  - e. California High-Speed Rail Authority (except as provided in this RFQ)
5. The foregoing restrictions shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFQ or the RFP.
  6. Any communications determined to be improper, at the sole discretion of the Authority, may result in disqualification.
  7. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

#### **4.9 Confidentiality**

All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic discs, and other graphic and visual aids submitted to the Authority during this procurement process, including as part of a response to this RFQ are, upon their receipt by the Authority, the property of the Authority and are subject to the Open Government Laws. None of the aforementioned materials will be returned to the submitting parties. Any materials that are delivered to FRA are subject to the Freedom of Information Act (FOIA) or other federal open records laws. Offerors should familiarize themselves with the Open Government Laws, including the Public Records Act (PRA) and FOIA.

If an Offeror has special concerns about information that it desires to make available to the Authority, but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such Offeror should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its SOQ and submit an additional copy of the SOQ with the trade secret or confidential material blacked out or removed from the text, to be made available as public material. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such.

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the PRA, FOIA, USDOT FOIA regulations (49 C.F.R. 7.17) or other applicable laws and implementing regulations, as to the interpretation of the PRA or FOIA, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the PRA, FOIA, and other applicable laws and their application to the submitting party's own circumstances.

In the event that materials designated as confidential or trade secret are requested and the Authority determines that such materials are subject to disclosure, the Authority will notify the submitting party of the request and its intent to release the materials unless the submitting party obtains a court order prohibiting such release within fourteen (14) calendar days of receipt of such notice. In the event of litigation, concerning the disclosure of any material submitted by the submitting party, the Authority's sole involvement will be as a stakeholder possessing the material and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall assume and pay for all expenses incurred by the Authority in connection with any such litigation including any attorneys' fees awarded by the Court.



Notwithstanding the above, in no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers, or employees, be liable to an Offeror or Offeror Team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ or other information provided in connection with this procurement, regardless of whether the Offeror labeled the materials as trade secret or confidential or the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the State, the Authority, the FRA or their agents, representatives, consultants, directors, officers or employees. The Authority assumes no responsibility for disclosure or use of marked or unmarked data for any purpose.

#### 4.10 Organizational Conflicts of Interest

The Authority has adopted an Organizational Conflicts of Interest Policy (Policy) that will apply to this procurement and any resulting contracts, in addition to the Authority's Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority's website at:

[http://www.hsr.ca.gov/docs/About/Doing\\_Business/organizational\\_conflict\\_interest\\_policy\\_final9152011.pdf](http://www.hsr.ca.gov/docs/About/Doing_Business/organizational_conflict_interest_policy_final9152011.pdf)

Offerors are advised to carefully review the Policy, and to have their team members review the Policy, since it includes provisions that:

- Preclude certain firms from participation in this procurement, and
- Affect the ability of the Offerors, its Subcontractors/Subconsultants and both of their Affiliates (as defined in the Policy) to enter into business relationships with Authority consultants.

Failure to comply with the Policy in any respect, including the failure to disclose any actual, perceived or potential organizational conflict of interest, may result in serious consequences as described in Section V(2) of the Policy.

An organizational conflict of interest is a circumstance arising out of an Offeror's existing or past activities, business or financial interest, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of an Offeror's ability to render impartial assistance or advice to the Authority of its objectivity in performing work for the Authority; (ii) an unfair competitive advantage for any Offeror submitting an SOQ 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). If any such conflict of interest is determined to exist, the Authority may:

- Disqualify the Offeror, or
- Determine that it is otherwise in the best interest of the Authority to contract with such Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

Each Offeror Team member shall fully disclose any actual, perceived or potential organizational conflicts of interest in its SOQ, using ~~Form F~~ Form F, Organizational Conflicts of Interest Disclosure Statement. Form F shall be filled out by each member of an Offeror Team, including the prime consultant, all joint venture prime members if operating as a joint venture, and all Subcontractors/Subconsultants. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Offeror. If a nondisclosure or misrepresentation is discovered after shortlisting has occurred, the Offeror may also be disqualified and any resulting contract may be terminated.



By submitting its SOQ, each Offeror agrees that, if an organizational conflict of interest is discovered following submittal of the SOQ, the Offeror will make an immediate and full written disclosure to the Authority that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts.

#### **4.10.1 Organizational Conflicts of Interest for the Early Train Operator**

Pursuant to Sections II(9) and II(11) of the Authority’s Organizational Conflict of Interest Policy, the Operator will be precluded from submitting bids on any of the Authority’s future procurements on which the Operator will be providing procurement services (high-speed rail trains, track and systems and stations) and may be precluded from other Authority procurements under Sections VII(2) or VIII(1), as appropriate. Procurement services, as defined in the Policy, applies to the successful Operator and would not apply to members of relevant industries consulted through one-on-ones or requests for information.

The Operator procured through this procurement for Phase 1 and Phase 2 services will not be conflicted out of bidding on the follow-on operator contracts.

#### **4.11 The California Environmental Quality Act**

By issuing this RFQ, by entering into any resulting contracts that mention or refer to the California Environmental Quality Act (CEQA), Environmental Impact Report and state environmental permitting laws/agencies and by initially authorizing related work, the Authority does not: (a) waive the Authority’s rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA’s application to the High-Speed Rail project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the HSR project.

### **5.0 STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS**

#### **5.1 SOQ Submittal Information**

SOQs submitted in response to this RFQ shall be hand delivered to:

Attention: Rachel Taylor  
**California High-Speed Rail Authority**  
Address: 770 L Street, Suite 620  
Sacramento, CA 95814

The following information must be placed on the lower left corner of the submittal packages:

#### **RFQ16-13**

California High-Speed Rail Authority  
Early Train Operator Statement of Qualifications

**Offeror:** \_\_\_\_\_

The Authority will not accept facsimile or other electronically submitted SOQs.



SOQs will be accepted and must be received by the Authority during normal business hours by the SOQ Due Date and time specified in [Table 1](#) of Section 4.1. Any SOQs received after that date and time will be rejected and returned to the sending party unopened.

Offerors are solely responsible for assuring that the Authority receives their SOQs by the specified delivery date and time at the address listed above. The Authority shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect, or incomplete addressing of deliveries and other occurrences beyond the control of the Authority.

Due to building access restrictions, Proposers who are hand delivering their Proposals are requested to notify the Authority's Designated Point of Contact identified in Section 4.3 at least 24 hours before their anticipated arrival time.

*Offerors are responsible for requesting a receipt or delivery confirmation for delivery of their SOQ packages.*

## 5.2 Late Submittals

In accordance with California Public Contract Code section 10344, SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, e-mail and facsimile transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. A SOQ is late if received after the date and time listed in Table 1. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror. Offerors are responsible for requesting a receipt or delivery confirmation for delivery of their SOQ packages.

Offerors are solely responsible for assuring that the Authority receives their SOQs by the specified delivery date and time at the address listed above. The Authority shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect, or incomplete addressing of deliveries and other occurrences beyond the control of the Authority.

## 5.3 Modification or Withdrawal of SOQs

Any SOQ received may be withdrawn or modified before the SOQ submittal deadline by written request to the Authority. The only method for an Offeror to modify its SOQ is by withdrawing the submission in its entirety prior to the SOQ deadline, by written request to the Authority. A complete, corrected submission package may be resubmitted prior to the SOQ submission deadline. Modifications offered in any other manner will not be considered.

## 5.4 General Requirements

SOQs submitted in response to this RFQ must provide enough information about the requested items to allow the Authority to evaluate and competitively rank and shortlist the Offerors based on the criteria set forth herein. SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America dollar denominations.

SOQs submitted in response to this RFQ shall include one (1) original and seven (7) hard copies in separate 3-ring binders contained in a sealed shipping package. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Offeror's name and numbered



1 through 7 on their spines.

**Electronic Information** – In addition to the written copies, each responding Offeror shall include one digital copy of Volumes 1 and 3 in a read-only format on an encrypted searchable USB drive 256-bit encryption. Offerors shall also include a separate encrypted searchable USB drive 256-bit encryption containing the following for Volume 2:

1. One electronic copy in PDF format of all financial statements and
2. One electronic copy in Microsoft Excel format of all financial statements for the Offeror, each Equity Member, and each Guarantor.

The USB drives shall be included with the SOQ in a sealed package separate from the set of binders.

A password to decrypt the USB drives shall be included with the SOQ in another sealed package separate from the sealed package containing the USB drives.

The following summarizes the content and organization of the SOQs. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and/or require additional evidence of qualifications to perform the work described in this RFQ.

## 5.5 Format

The SOQ shall be typewritten and manually signed. Forms and Certifications may be completed in ink, though providing typewritten Forms and Certifications is preferred. Scanned or faxed responses are not acceptable.

The SOQ shall comply with the following requirements:

1. Documents should be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules, they should do so sparingly. Large format pages will be included in the page limit.
2. Pages should be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of 30, Page 2 of 30, etc.). Pages should be numbered at the bottom of the page.
3. Volume 3 of the SOQ shall be not more than 30 pages in length.
4. Extraneous publications such as published articles, directories, lengthy client lists, brochures and miscellaneous materials not specifically requested will not be evaluated.
5. Unless otherwise indicated, all names and applicable titles shall be typed or printed below the signatures.
6. Forms A-J must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
7. The SOQ shall be divided into sections as described below:



- a. A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
  - b. The index tab should have the appropriate section number typed thereon.
  - c. Offerors must organize their SOQs in the order set forth in Part B of this RFQ. If an Offeror elects to include material in addition to the information specifically requested, the Offeror shall append that material to the end of Volume 3. Any additional material in Volume 3 is subject to the page limitation. Each volume may be subdivided as needed.
8. If an SOQ contains information designated by the Offeror as “TRADE SECRET” or “CONFIDENTIAL,” then the Offeror shall also submit an additional copy of the SOQ with the trade secret or confidential material redacted from the text, indicated by being blacked out.



## 6.0 EVALUATION PROCESS

The Authority intends to use a two-step best value procurement process to select an Operator to deliver the Services. In the RFQ phase, the Authority will evaluate the SOQs it receives in response to this RFQ and, following the process described herein, establish a shortlist of Offerors. In the RFP phase, the shortlisted Offerors will be invited to submit more detailed Proposals in response to an RFP. The Authority anticipates selecting the Proposer whose Proposal offers the best value to the Authority and the State.

The Authority reserves the right, in its sole discretion, to modify the procurement process to comply with applicable law and/or to address the best interests of the Authority and the State. The Authority will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section [Section 6.4](#).

### 6.1 Responsiveness

Each SOQ will be evaluated for conformance to the RFQ instructions regarding organization and format listed in Section 5.5 and the responsiveness of the Offeror to the requirements set forth in this RFQ.

Those SOQs not responsive to this RFQ, as determined by the Authority in its sole discretion, may be excluded from further consideration and the Offeror will be so advised. The Authority may also exclude from consideration any Offeror whose SOQ contains a material misrepresentation, as determined by the Authority in its sole discretion.

Unless otherwise specified, in order for project experience provided in the SOQ to be considered responsive, Offeror shall list only projects for which the corporate entity (company, joint venture, partnership or consortium) providing the experience is:

1. The Equity Member or Lead Operator itself;
2. A controlled subsidiary of such Equity Member or Lead Operator that will have meaningful involvement in the train operations contract performance; or
3. A parent or sister company of the Equity Member or Lead Operator, if such company serves as a Guarantor.

Offeror must specify which member(s) of the Offeror Team has the project experience that is being provided in the SOQ, as required by Form H.

### 6.2 Financial Capability

Because the selected Offeror will provide Phase 2 Services under a franchise agreement, the Authority seeks Offerors with the financial capability to deliver Phase 2 Services successfully. Additionally, the Authority seeks to reduce the risk related to potential cash flow management issues of the Offeror, including the inability of Subcontractors/Subconsultants to bear as much financial risk or bonding capacity as the Offeror. [The estimated cost for Phase 1 is listed in Section 1 of this RFQ; the estimated cost for Phase 2 are located within the Authority's 2016 Business Plan, the link to which is located in Section 1 of this RFQ.](#)

The Authority will evaluate the financial capacity of the Offeror, Equity Members, Lead Operator and Guarantors, if any, based on certain financial metrics including but not limited to size, cash flow,





profitability, and liquidity. Financial capability will be evaluated on the extent to which the financial metrics of the Offeror, Equity Members, Lead Operator and Guarantors, as applicable, are consistent with the nature and duration of the services to be provided by the Operator. for both Phase 1 and Phase 2 services as described in 6.3.4 based on the information provided by Offeror as set out in Part B Volume 2.

### 6.3 Pass/Fail Review

Following or in conjunction with evaluation of each SOQ for responsiveness, the Authority will evaluate each SOQ based upon the following pass/fail criteria:

1. The SOQ contains an original executed Form A~~Form A~~, "Transmittal Letter."
2. The Offeror or Lead Operator is capable of obtaining the bid bonds required by Section 3.5 from a surety with an A.M. Best's Rating Service classification of "A-" or better as evidenced by a Surety Letter (Part B, Volume 1, Section B).
3. Neither the Offeror nor any other entity that has submitted Form E~~Form E~~, as required by this RFQ:
  - a. Has been disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state or local government where such disqualification, removal, debarment, or suspension has resulted in the Offeror or other entity being currently disqualified, removed, debarred, or suspended from performing or bidding on Authority contracts; or
  - b. Is currently disqualified, removed, debarred, or suspended from performing or bidding on work in or for at least three other states.
4. The Offeror has the financial capability to carry out the Services potentially allocated to it as demonstrated by the materials provided in Part B, Volume 2, including a Guarantor Letter of Support as described in Section C of Part B, Volume 2, if necessary.
5. The information disclosed in Form E~~Form E~~ or Form F~~Form F~~ does not materially adversely affect the Offeror's ability to carry out the Services that will be allocated to it should it be selected.
6. The Offeror makes the express, written commitments regarding Key Personnel as required in Section D of Part B, Volume 1.
7. Actual, perceived or potential organizational conflicts identified in Form F~~Form F~~, Organizational Conflicts of Interest Disclosure Statement, if any, have been appropriately mitigated to the satisfaction of the Authority, in its sole discretion.
8. The Offeror makes the express commitment regarding the Overall Project Small Business Goal in Form G~~Form G~~.
9. The Offeror has included an organization chart as listed in Section 6.4.2.1.
10. In the preceding five years, neither Offeror nor any Offeror Team member has been convicted of violating a state or federal law respecting the employment of undocumented aliens.
11. All other Forms listed within this RFQ are included and complete.

An Offeror must obtain a "pass" on all pass/fail items in order for its SOQ to be evaluated qualitatively under Section 6.4.



## 6.4 Evaluation

The qualifications of each Offeror that submits a responsive SOQ passing all of the “pass/fail” qualification requirements set forth above in Part A.6.3 will be evaluated and scored according to the criteria set forth below. Information to be provided by Offerors is identified in Part B, “Qualifications Statement” and shall be organized accordingly for evaluation by the Authority.

**Table 2: Evaluation Criteria**

Evaluation Criterion	Points
<b>PAST PERFORMANCE AND EXPERIENCE</b>	35
<ul style="list-style-type: none"> <li>Rail Franchise Operations for a High-Speed Rail and/or Intercity Passenger Train System</li> </ul>	
<b>TRAIN OPERATIONS TEAM</b>	35
<ul style="list-style-type: none"> <li>Organizational and Management Approach</li> </ul>	
<ul style="list-style-type: none"> <li>Key Personnel</li> </ul>	
<b>UNDERSTANDING OF THE SERVICES</b>	30
<b>TOTAL</b>	<b>100 points</b>

### 6.4.1 Past Performance and Experience

Offeror’s experience will be evaluated on the extent to which it presents relevant and verifiable evidence of good performance in contracts of similar size, scope or complexity including, but not limited to, experience in the following areas:

- Safety and operation of a high-speed and/or intercity passenger train system;
- Experience of procurement of rolling stock and/or other track and systems infrastructure, considering both capital cost and whole life cost implications;
- Management of, or interface with, maintenance contracts for rail infrastructure and the procurement of rolling stock and experience with a range of different types of such systems
- Revenue management including ticketing and fare-setting, and marketing and branding of high-speed rail;
- Investing in infrastructure and/or experience with revenue risk;
- Implementation of safety programs and safety record;
- Labor relations, management and negotiations;
- Service quality and customer satisfaction;



- Training and employee development;
- Coordination and partnership with stakeholders, including connecting transportation agencies; and
- Interface and integration with other major rail system contractors including those responsible for maintaining rail infrastructure and/or rolling stock.

For purposes of minimum qualifications, all Offeror Teams must have experience in the operation of a high-speed and/or intercity passenger train system defined for purposes of this procurement as operating express, or limited stop, passenger rail services, with a minimum top speed of 125 mph between major urban areas, but excluding transit, commuter or regional rail services.

#### 6.4.2 Train Operations Team

The Authority seeks Offerors that have not only the ability to perform the Services, but also Key Personnel that will contribute to the overall success of providing the Services according to the Authority's expectations.

##### 6.4.2.1 Organization and Management Approach

Offeror's organization and management approach will be evaluated on the extent to which it includes and describes all pertinent disciplines required for the Services demonstrating an integrated organization throughout the performance of the Services, and presents clear and logical reporting relationships and functional relationships that incorporate all management and personnel, including the Authority. Offerors are required to provide an organizational chart for Phase 1 Services including Key Personnel.

Included in the organization and management approach should be the main roles to be performed by the Key Personnel, prior history of working with the members of the Offeror Team, approach for working as a team on this project, and an approach for working with the Authority and its advisors. The organization and management approach shall also include the approach for developing the Phase 2 team.

##### 6.4.2.2 Key Personnel

The Authority seeks Offerors that have Key Personnel with sufficient experience and training to competently manage and perform the Services during both Phase 1 and Phase 2. Key Personnel for this RFQ shall include the following:

- **Project Manager/Director** – This individual will be responsible for the day-to-day activities and will be the liaison with the Authority's representative. This individual should have demonstrated experience with a leadership role on a high profile and visible project; the ability to interface with senior level decision makers, political officials and the public; and experience managing a team of highly-skilled individuals within the transportation industry.
- **Lead Procurement Advisor** – This individual will be responsible for advising on all commercial elements of procuring the System, including advising on Authority procurements for track and system infrastructure, rolling stock and station construction.



- **Lead Commercial Advisor** – This individual will be responsible for advising on and developing ridership, revenue and operating cost forecasts. In the long-term, this individual will be responsible for managing finances during Phase 2 operations.
- **Lead Operating Manager** – This individual will be responsible for advising during Phase 1 on the interface and management of the maintenance requirements for the System; and the oversight and administration of those requirements through Phase 2. Experience in managing and implementing a program for a high-speed rail and/or intercity passenger train system is preferred.

Offerors shall also submit other key personnel identified by the Offeror, to perform the Services for Phase 1.

#### **6.4.3 Understanding of the Services**

The Authority wishes to contract with an Offeror with a strong understanding of the scope of work described in Exhibits A and B and the requirements for the successful implementation of this scope of work. Services will be provided at the Authority's offices in Sacramento. Offerors should provide a detailed discussion of their understanding of the project elements and project requirements including, without limitation, the Phase 1 consulting services, and explain how they would approach the following risks and challenges, among others, that the Services present and how they can innovatively manage and minimize such risks and challenges:

- Delivery and operation of a greenfield high-speed rail system, with a focus on reducing capital costs, whole life system costs and operation and maintenance costs;
- Safety and security concerns related to operation of a greenfield high-speed rail system;
- Operation of separately procured track and systems infrastructure, rolling stock and stations;
- Coordination with stakeholders, including railroads and other transit agencies;
- Plan for identifying and acquiring an investment partner to transition from Phase 1 to Phase 2;
- A franchise agreement wherein the Operator assumes certain liabilities and revenue risks and ongoing costs associated with train operations;
- To the extent applicable, operation of an intercity rail system outside the Lead Operator's country of origin; and
- To the extent applicable, operation of an intercity rail system in the United States.

#### **6.5 SOQ Evaluation Procedure**

The Authority anticipates utilizing one or more committees to review and evaluate the Offerors' qualifications in accordance with the above criteria and to make recommendations to the Authority's Chief Executive Officer based upon such analysis. The Authority may at any time request additional information or clarification from an Offeror, require additional evidence of qualifications to perform the work described in this RFQ, or request an Offeror to verify or certify certain aspects of its SOQ. The scope, length, and topics to be addressed shall be prescribed by, and subject to the discretion of, the Authority.



Following receipt of any requested clarifications or additional information provided through written submittals or at interviews, the Offeror's qualifications will be re-evaluated to factor in the clarifications and additional information.

The Authority will review evaluation scores and the financial pass-fail determinations, including strengths and weaknesses, to determine the number of shortlisted Offerors that can provide the strongest opportunity for successful delivery of the Services. Evaluations and rankings of Offerors are subject to the sole discretion of the Authority. The Authority will make the final determinations of the Offerors to be shortlisted, as it deems appropriate, in its sole discretion, and in the best interests of the Authority and the State. The shortlist Offerors will then be invited to participate in the Request for Proposals step.

## **7.0 PROTEST PROCEDURES**

### **7.1 Applicability**

This Section 7.0 sets forth the exclusive protest remedies available with respect to this RFQ and prescribes the exclusive procedures for protests regarding:

- (a) Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed Authority's authority;
- (b) A determination as to whether a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all pass/fail requirements; or
- (c) Shortlisting determinations.

### **7.2 Required Early Communication for Certain Protests**

Protests concerning the issues described in Section 7.1(a) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Authority's Designated Point-of-Contact provided in Section 4.3. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

### **7.3 Deadlines for Protests**

Protests concerning the issues described in Section 7.1(a) must be filed as soon as the basis for the protest is known, but no later than ten (10) calendar days prior to the SOQ due date. If the protest relates to an addendum to the RFQ, the protest must be filed no later than five (5) Business Days after the addendum is issued.

Protests concerning the issues described in Section 7.1(b) must be filed no later than five (5) Business Days after receipt of the notification of non-responsiveness or failure.

Protests concerning the issues described in Section 7.1(c) must be filed no later than five (5) Business Days after the earliest of the notification of the shortlist and the public announcement of the shortlisting determination.



Late protests will be rejected without consideration or evaluation.

#### **7.4 Content of Protest**

A protest shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

#### **7.5 Filing of Protest**

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy to the Authority's Designated Point-of-Contact. The Protest Official for this RFQ is:

Mark McLoughlin, Protest Official  
**California High-Speed Rail Authority**  
770 L Street, Suite 620, MS 2  
Sacramento, CA 95814

Notwithstanding the existence of a protest, the Authority may continue the procurement process or any portion thereof.

#### **7.6 Burden of Proof**

The protestor shall have the burden of proving its protest. The Authority may discuss, in its sole discretion, the protest with the protestor and other Offerors. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

#### **7.7 Decision on Protest**

The Protest Official shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. If necessary to address the issues raised in a protest, in its sole discretion, the Authority may make appropriate revisions to this RFQ by issuing addenda.

#### **7.8 Limitation on the Authority's Liability**

The Authority shall not be liable for any damages to or costs incurred by any participant in a protest, on any basis, express or implied, and whether or not successful.

#### **7.9 Rights and Obligations of Offerors**

Each Offeror, by submitting its SOQ, expressly recognizes the limitation on its rights to protest provided in this Section 7.0, and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If an Offeror disregards, disputes, or does not follow the exclusive protest remedies provided in this Section 7.0, it shall indemnify and hold the Authority and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Offeror's actions. Each Offeror, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.



## 8.0 Authority Reserved Rights

In connection with this procurement, the Authority reserves to itself all rights (which rights shall be exercisable by the Authority in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution of a contract or contracts, as the case may be, without incurring any cost obligations or liabilities.
- Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP.
- Not issue an RFP.
- Reject any and all submittals, responses, and SOQs received at any time.
- Exclude any Offeror from submitting a SOQ based on the failure to comply with any requirements.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- Issue addenda, supplements, and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations to the Authority, and seek the assistance of outside technical experts and consultants in the SOQ evaluation.
- Require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.
- Seek or obtain data from any source that has the potential to clarify the understanding of the responses to this RFQ, including but not limited to reference checks.
- Add or delete Offeror responsibilities from the information contained in this RFQ or any subsequent RFP.
- Waive informalities, irregularities, mistakes and deficiencies in a SOQ, accept, and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Offeror that changes its SOQ subsequent to the due date without Authority approval.
- Modify the RFQ or RFP Process (with appropriate notice to Offerors/Proposers).
- Approve or disapprove changes to the Offeror/Proposer Teams.
- Revise and modify, at any time before the SOQ Due Date, the factors it will consider in evaluating SOQs and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the Authority shall circulate an addendum to all Offerors setting forth the changes to the evaluation criteria or methodology.
- Hold meetings, conduct discussions, and communicate individually with one or more of the Offerors responding to this RFQ to seek an improved understanding and evaluation of the SOQs.
- Retain ownership of all materials submitted in hard copy and/or electronic format.
- Exercise any other right reserved or afforded to the Authority under this RFQ.

SOQs received become the property of the California High-Speed Rail Authority and the State.



This RFQ does not commit the Authority to enter into a contract or proceed with the procurement described herein. The Authority assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties responding to this RFQ. All such costs shall be borne solely by the Offerors.

In no event shall the Authority be bound by, or liable for, any obligations with respect to the Services until such time (if at all) as a contract, in form and substance satisfactory to the Authority, has been authorized and executed by the Authority and then only to the extent set forth therein.

Offerors are advised that the Authority may modify the procurement documents at any time and that the procedures and requirements in the subsequent RFP may differ from the procedures and requirements described in this RFQ.





## Part B. Qualifications Statement

### SOQ Organization

Offerors are required to assemble their SOQ in the order prescribed and following the outline form contained in this Part B.

Volume 1	GENERAL CRITERIA
Section A	<p><b>General</b></p> <ol style="list-style-type: none"> <li>1. Form A: Transmittal Letter</li> <li>2. <del>Form B: Offeror's RFQ/Proposal Manager</del> <del>Form B: Offeror's RFQ/Proposal Manager</del></li> <li>3. <del>Form C: Identification of Offeror Team Members</del> <del>Form C: Identification of Offeror Team Members</del></li> <li>4. <del>Form D: Information about Offeror, Equity Members, Lead Operator and Guarantors</del> <del>Form D: Information about Offeror, Equity Members, Lead Operator and Guarantors</del></li> <li>5. <del>Form E: Past Performance Certification</del> <del>Form E: Past Performance Certification</del></li> <li>6. <del>Form F: Organizational Conflicts of Interest Disclosure Statement</del> <del>Form F: Organizational Conflicts of Interest Disclosure Statement</del></li> <li>7. <del>Form G: Overall Project Small Business Goal Commitment Affidavit</del> <del>Form G: Overall Project Small Business Goal Commitment Affidavit</del></li> </ol>
Section B	<b>Surety Letter</b>
Section C	<p><b>Past Experience</b></p> <ol style="list-style-type: none"> <li>8. <del>Form H: Past Experience</del> <del>Form H: Past Experience</del></li> <li>9. Form I: Past Experience References</li> </ol>
Section D	<p><b>Key Personnel</b></p> <ol style="list-style-type: none"> <li>1. Form J: Key Personnel References</li> <li>2. Express Commitment Regarding Key Personnel</li> <li>3. Key Personnel Resumes</li> </ol>
Volume 2	FINANCIAL STATEMENTS, MARKET CHANGES AND OFF-BALANCE SHEET LIABILITIES
Section A	<b>Financial Statements and Credit Ratings</b>
Section B	<b>Material Changes in Financial Condition</b>
Section C	<b>Guarantor Letter of Support</b>
Section D	<b>Off-Balance Sheet Liabilities</b>

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<b>Volume 3 EXECUTIVE SUMMARY AND NARRATIVE RESPONSE</b>	
<b>Section A</b>	<b>Executive Summary</b>
<b>Section B</b>	<b>Narrative Response</b> <ol style="list-style-type: none"><li>1. Past Performance and Experience</li><li>2. Train Operations Team</li><li>3. Understanding of Services</li></ol>



## Volume 1      General Criteria

Volume 1 of the SOQ shall contain the following:

### Section A.      General

#### 1.      Form A:      Transmittal Letter

A duly authorized official of the Offeror or lead firm must execute the transmittal letter in blue ink. For Offerors that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall have appended to it letters on the letterhead stationery of each entity holding an equity interest in the Offeror. These transmittal letters shall be executed by authorized officials of each Equity Member, stating that representations, statements and commitments made by the Offeror or lead firm on behalf of the Equity Member's firm have been authorized by, are complete, correct, and accurately represent the role of the Equity Member's firm in the Offeror Team.

1. The Offeror must affirm in the Transmittal Letter that it has or is able to obtain the required insurance.
2. The Offeror must provide the Transmittal Letter with all required Forms and Certifications.
3. The Offeror must affirm in the Transmittal Letter that it has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five (5) years. If the Offeror does have a civil judgment(s) within the past five (5) that exceed in a single occurrence \$1,000,000 (one million dollars) or in the aggregate \$10,000,000 (ten million dollars), the Offeror may provide a listing of the judgments and explanation as to why the presence of these judgments would not, in the Authority's opinion, reasonably be expected to hinder or prevent the prompt and full performance of the contract, if awarded.

#### 2.      Form B:      Offeror's RFQ/Proposal Manager

A copy of the Offeror's RFQ/Proposal Manager Form (~~Form B~~Form-B).

#### 3.      Form C:      Identification of Offeror Team Members

~~Form C~~Form-C must list each member of the Offeror Team identifying its role within the Offeror's organization.

#### 4.      Form D:      Information about Offeror, Equity Members, Lead Operator and Guarantors

A separate copy of ~~Form D~~Form-D must be completed for the Offeror, each Equity Member, the Lead Operator and each Guarantor, as applicable.

#### 5.      Form E:      Past Performance Certification

A separate copy of ~~Form E~~Form-E must be completed for the Offeror, each Equity Member, the Lead Operator and Guarantors.



**6. Form F: Organizational Conflicts of Interest Disclosure Statement**

A separate copy of ~~Form F~~ must be completed by each Offeror Team member identified in the SOQ.

**7. Form G: Overall Project Small Business Goal Commitment Affidavit**

~~Form G~~ must be executed by the duly authorized official of the Offeror, each Equity Member and the Lead Operator.

**Section B. Surety Letter**

Evidence, provided in the form of a letter, from a surety or an insurance company shall indicate that the Offeror Team is capable of obtaining a performance bond for the Services. The amount of the bonds and the rating of the surety shall satisfy the bonding criteria described in Section 6.3.b. Letters indicating “unlimited” bonding capability are not acceptable. The letter must include a specific statement that the surety/insurance company has reviewed this RFQ and evaluated the backlog, work-in-progress and financial condition of the Offeror Team members, including any proposed or anticipated changes in financial condition disclosed in response to Section B of Part B, Volume 2 in determining the bonding capacity of the Offeror Team members.

Offerors are advised that the Authority anticipates a bid bond in the amount of \$1,000,000 (one million dollars) will be required for entering into the Pre-Development Agreement. The Authority shall delineate the specific bonding requirements, which will be consistent with applicable law, in the RFP.

**Section C. Past Experience**

**1. Form H: Past Experience**

For each Offeror Team member, including the Lead Operator, Offerors shall submit a ~~Form H~~ for at least one, but not more than five, past train operations contracts referenced in the Narrative Response. Such prior contracts shall demonstrate the Offeror Team members’, including the Lead Operator’s, experience with the areas referenced in Section 6.4.1. For contracts in which more than one of the Offeror Team members, including the Lead Operator, was involved a single Form H is sufficient.

**2. Form I: Past Experience References**

Offerors shall submit a Form I completed by the respective client for each contract for which a Form H is submitted.

**Section D. Key Personnel**

**1. Form J: Key Personnel References**

A separate ~~Form J~~ shall be submitted for each of the proposed Key Personnel identified. Each individual identified as a Key Personnel position must have two references.



## 2. Express Commitment Regarding Key Personnel

An express, written statement committing that the Key Personnel designated in the SOQ for the positions or roles described in Section 6.4.2.2 shall be available to serve the role so identified in connection with the Services.

While the Authority recognizes personnel availability and scheduling issues impact the Offerors, Offerors are urged only to identify and proffer personnel that they believe will be available for, and intend to assign to work on, the Phase 1 Services for the positions identified. Procedures concerning changes of such personnel will be set forth in the RFP; however, requests to implement such changes will be subject to prior Authority approval. Failure to obtain Authority approval for such changes may result in disqualification of the Offeror by the Authority during the procurement or if during the Phase 1 Services, the imposition of liquidated damages.

The process for identifying and approving key personnel for the Phase 2 Services will be set forth in the RFP documents.

## 3. Key Personnel Resumes

Resumes for each individual proposed for a Key Personnel position shall be submitted with the Offeror's SOQ. Resumes shall be limited to three pages.



## Volume 2      Financial Statements, Material Changes and Off-Balance Sheet Liabilities

Volume 2 of the SOQ shall contain the following financial information.

Financial information should be packaged separately for each entity with a cover sheet identifying the name of the organization and its role in the Offeror Team (i.e., Offeror, Equity Member, Lead Operator, or Guarantor). Offerors shall identify any information, which it believes is entitled confidential by placing the word “CONFIDENTIAL” on each page as described in Section 4.9.

### Section A.      Financial Statements and Credit Ratings

Financial statements for the Offeror, each Equity Member, the Lead Operator, and each Guarantor for the three most recent completed fiscal years must be provided to demonstrate financial capability of the Offeror. If the entity has been in existence for less than three fiscal years, Offeror should expressly state that such entity has been in existence for less than three fiscal years and shall provide financial statements for the number of fiscal years it has been in existence.

Financial statement information must include:

1. Opinion Letter (Auditor’s Report), required for those financial statements that are audited
2. Balance Sheet
3. Income Statement
4. Statement of Changes in Cash Flow
5. Footnotes, required for those financial statements that are audited.

In addition, financial statements must meet the following requirements:

1. **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.
2. **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 Offeror 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.
3. **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 SOQ shall include unaudited financial statements for such entity, certified as true, correct, and accurate by the chief executive officer, chief financial officer, treasurer, or similar position of the entity.
4. **English** - Financial statement information 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.



5. **Newly Formed Entity** - If the Offeror is a newly formed entity and does not have independent financial statements, financial statements for the Equity Members shall be provided (and the Offeror shall expressly state that the Offeror is a newly formed entity and does not have independent financial statements).
6. **Guarantee** - If financial statements of a parent company or affiliate company (Guarantor) are provided to demonstrate financial capability of the Offeror or Equity Members of a newly formed Offeror in accordance with Section C of Part B, Volume 2, additional information regarding the Guarantor shall be provided as specified in this RFQ. Offerors shall note that the Authority may, in its discretion and based upon the review of the information provided, specify that an acceptable Guarantor is required as a condition of shortlisting.
7. **SEC Filings** - If the Offeror or any other entity for whom financial information is 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. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K, which has been filed since the latest filed 10K.
8. **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.
9. **Credit Ratings** - If available, credit ratings and credit rating reports must be supplied for each Offeror, Equity Member, Lead Operator, and Guarantor that submits financial statements with its SOQ. If credit ratings do not exist for any Offeror, Equity Member, Lead Operator, or Guarantor that has submitted financial statements with its SOQ, then the SOQ must include a statement specifying that no credit ratings exist for that entity.

## Section B. Material Changes in Financial Condition

Information regarding any Material Changes in Financial Condition for Offeror, each Equity Member, and Guarantor for the past three years and anticipated for the next reporting period must be provided with the SOQ. Financial statements dated more than 12 months prior to the SOQ Due Date shall include a letter from the affected entity's chief financial officer or treasurer or an independent auditor's statement disclosing any Material Change that has occurred or is pending since the date of the financial statements.

If no Material Change has occurred and none is pending, the Offeror, Equity Member, or Guarantor, as applicable, shall provide a letter from its chief executive, chief financial officer, treasurer, or similar position 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:

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

Estimates of the impact on revenues, expenses, and the change in equity shall be provided separately for each Material Change as certified by the chief executive, chief financial officer or treasurer or similar



position. 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 Services 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 will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

If an Offeror is shortlisted, it must disclose to the Authority any Material Change that occurs after it is shortlisted. Failure to disclose any Material Change that occurred after the shortlisting period may result in disqualification, at the sole discretion of the Authority.

Set forth below is a representative list of events intended to provide examples of what the Authority considers a material change in financial condition. The following list is intended to be indicative only.

1. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;
2. A change in tangible net worth of 10 percent of shareholder equity;
3. A sale, merger or acquisition exceeding 10 percent of the value of shareholder equity prior to the sale, merger or acquisition, which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
4. A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;
5. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
6. In the current and three most recent completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either:
  - a. Incurs a net operating loss;
  - b. Sustains charges exceeding five percent of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or
  - c. Implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10 percent of the then shareholder equity;
7. Other events known to the affected entity, a related business unit or parent corporation of the affected entity, which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

### **Section C. Guarantor Letter of Support**

If the Offeror or Equity Member of the Offeror Team does not have financial statements or cannot demonstrate the financial capability to complete the Services, then the affected member may propose a





Guarantor that will provide a guarantee covering the performance and financial obligations of the affected entity for Phase 1, if awarded the Contract.

The SOQ must identify the proposed Guarantor for the Offeror or its members and shall include the financial information required by this RFQ for each proposed Guarantor. The SOQ must include a letter from the chief executive, chief financial officer, treasurer, or similar position of the 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.

If an SOQ proposes a Guarantor in order to demonstrate the financial capability to complete the Services, then the Guarantor's financial information shall be used for purposes of evaluating the affected member's financial capability. 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 capability.

#### **Section D. Off-Balance Sheet Liabilities**

A letter from the Chief Executive Officer, Chief Financial Officer or treasurer of the 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.



## Volume 3      Executive Summary and Narrative Response

### Section A.      Executive Summary

The Offerors may include an Executive Summary, not exceeding four (4) pages, stating key points of their SOQ, which they believe highlight their qualifications to provide the Services covered under this RFQ. As such, the Executive Summary may emphasize the Offeror's strengths as fully described in the balance of the SOQ; however, Offerors should be aware that the Executive Summary will not be separately evaluated and will be included in the page limitation.

### Section B.      Narrative Response

The Narrative Response shall document the Offeror's qualifications for the Services and the Evaluation Criteria described in Part A.6.4 and further detail below.

#### 1.      Past Performance and Experience

Offeror shall provide a narrative with sufficient information to enable the Authority to understand and evaluate the experience of the Offeror Team on contracts of similar scope and complexity. Offerors should specifically address the relevance of their experience to the factors stated in Section 6.4.1 together with any other experience deemed relevant by the Offeror. Past experience that demonstrates Offeror experience with the maximum combination of the referenced factors are preferred.

For itself and, if applicable, its Lead Operator, an Offeror shall submit a Form H~~Form H~~ for at least one, but not more than five past high-speed rail and/or intercity passenger train operations contracts referenced in their narrative. For projects in which more than one of the Offeror Team members was involved, a single Form H~~Form H~~ is sufficient.

Offerors shall submit a Form I completed by the respective client for each contract for which a Form H is submitted.

#### 2.      Train Operations Team

Offeror shall provide sufficient information to enable the Authority to understand and evaluate the Offeror's Team organization and management approach. Offerors should specifically describe the manner in which their organization, management approach, and Key Personnel selection addresses the relevant factors stated in Part A.6.4.2.1 and A.6.4.2.2.

#### Organizational Chart and Management Approach

Offeror shall provide the following information:

- a. A narrative description of Offeror's management and organizational approach for providing the Services. At a minimum, the narrative should describe significant functional relationships among positions and explain how the proposed organization would address problem resolution/coordination in order to function as an integrated team.
- b. An organizational chart showing the flow of the "chain of command" of each member of the Offeror Team. The organizational chart shall include, at a minimum, the following positions:
  - i. Project Manager/Director



- ii. Lead Procurement Advisor
- iii. Lead Commercial Advisor
- iv. Lead Operating Manager

### **Key Personnel**

Offeror shall provide a narrative of each individual proposed for a Key Personnel position highlighting the individual's relevant licensing, certification, education and experience on similar contracts. Offerors may, but are not required to, reference the information on Form J for each Key Personnel position identified in Volume 1 of the SOQ.

Resumes for individuals who are not identified as Key Personnel should not be included in the SOQ.

### **3. Understanding of the Services**

To demonstrate the Offeror's familiarity with the Services, the Offeror shall:

- a. Provide a narrative describing the Offeror's understanding of the scope of Services.
- b. Provide a narrative on the Offeror's approach to providing train operations services, including the Offeror's approach to successfully delivering the Services during Phase 2.
- c. Identify the primary risks of the Services, the Offeror's understanding of the risks and potential solutions and strategies to avoid, manage or mitigate the risks.

Offerors shall provide a narrative that demonstrates that the Offeror has an understanding of the risks and challenges presented by the Services and that Offeror is prepared to be innovative in its approach to successfully providing the Services in light of these risks and challenges. Offerors shall address the factors stated in Section 6.4.3 together with any other issues deemed relevant by the Offeror. Offeror's narrative shall provide a description of strategies Offeror would use to avoid, manage, or mitigate relevant risks and challenges.





## Part C. Exhibits

Exhibit A: Phase 1 Scope of Work

Exhibit B: Phase 2 Scope of Work

Exhibit C: Firms Subject to Offeror Ex Parte Communications Prohibition during Solicitation

Exhibit D: Forms

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## Exhibit A: Phase 1 Scope of Work

The first phase of this contract will be governed by a performance-based Pre-Development Agreement pursuant to which the Operator, specifically including its identified Key Personnel, will work alongside the Authority and its advisors on the design, development and procurement of the commercial aspects of high-speed rail passenger train operations. The services to be performed by the Early Train Operator during this phase will include, but are not limited to, the following:

1. Consultation on:
  - a. Authority procurements relevant to revenue operations, including procurements for high-speed rail trains, track and systems and stations. Accordingly, those procurements will not take place until the early train operator is on board and has provided input;
  - b. Optimizing whole life, capital, operating and maintenance, and life cycle costs associated with rolling stock, track and systems and stations;
  - c. Station design and operations;
  - d. High-speed rail train fleet size and design and interior layout;
  - e. Fare integration and inter-operability between transportation operators connecting with or to the System;
  - f. Security and safety arrangements for the System;
  - g. Operations control systems including dispatching responsibilities; and,
  - h. Opportunities to maximize System revenues, including ancillary revenue opportunities.
2. Calculation of ridership and passenger revenue forecasts.
3. Calculation of operations and maintenance cost estimates.
4. Analysis and selection of preferred revenue collection systems.
5. Development of a plan to market and brand the System.
6. Provision of other services associated with future operations and management of the System.

**Note for the RFP:** Offerors are advised that due to the extensive requirements that will be applicable to the work force for operations, a component of the RFP requirements will pertain to knowledge and experience with federal and state labor relations and work force requirements.

The Pre-Development Agreement will set forth the fees to be paid to the Operator upon completion of specified milestones, as well as metrics to govern the Operator's eligibility for performance-based incentives. During this phase of the contract, the Early Train Operator will be paid on a time and materials basis subject to specified hourly rates for personnel and subject to agreed performance incentives and an aggregate cap of Thirty Million Dollars (\$30,000,000).

The Pre-Development Agreement will also set forth required performance security which the Authority may draw upon for the Operator's failure to negotiate or execute the Franchise Agreement in good faith or otherwise to fulfill the terms of the Pre-Development Agreement. Performance security will include liquidated damages payable by the Operator for changes made to previously-identified key personnel that are not approved by the Authority.



At an appropriate time during this development phase, the Authority and the Operator will negotiate and execute a Franchise Agreement and accompanying financial plan to govern the services provided during the second phase of the contract.

The Authority and the Early Train Operator are expected to be mutually aligned and incentivized to achieve success of the high-speed rail program. Notwithstanding this, each party will have the ability to terminate the pre-development agreement if certain conditions precedent or milestones are not achieved on a timely basis, or if the parties, acting in good faith, cannot agree on terms of a franchise agreement or a financial plan for operations. The Authority shall also retain the right to terminate the pre-development agreement without cause, subject to appropriate early termination compensation to the Operator.





## Exhibit B: Phase 2 Scope of Work

The second phase of the contract will be governed by the Franchise Agreement negotiated and executed during the development phase. Key provisions of the Franchise Agreement will include, but are not limited to, the following:

1. Conditions precedent to the commencement and effective date of the Franchise Agreement (and the corresponding termination of the Pre-Development Agreement);
2. Financial Plan and associated financial model for the franchise including projected operating costs and revenues, required investments, and expected returns;
3. Plans to mitigate costs and risks associated with operating the System;
4. Performance standards and payment deductions resulting from the Operator's failure to satisfy such standards;
5. Payment priorities applicable to the Authority, the Operator, the High-Speed Train Contractor and the Track and Systems Contractor;
6. Term of the Franchise Agreement;
7. Conditions under which the Franchise Agreement may be terminated; and,
8. Required performance security to be provided by the Operator.

The Franchise Agreement may also provide for the continued performance during the second phase by the Operator of specified first phase services. There will be two periods associated with the second phase of the contract, the pre-operations period and the initial operations period, as outlined below.

### Pre-Operations Period

During the Pre-Operations Period, the Operator will establish a Train Operating Company to operate and manage specified elements of the System and provide pre-operations services to be agreed upon in the Franchise Agreement, such as staffing and training, marketing and branding, procurement of revenue collections systems, testing of tracks and rolling stock, and other services relating to System start-up.

The Franchise Agreement will specify the amounts to be paid to the Contractor during the Pre-Operations Period. The Franchise Agreement will also specify the conditions precedent to the commencement of the Operations Period (and the corresponding termination of the Pre-Operations Period).

### Operations Period

The services to be provided and performed by the Operator during the initial Operations Period will be set forth in the Franchise Agreement and will include, but are not limited to, the following categories:

1. Passenger train operations including, but not limited to, scheduling (within parameters set out by the Authority), staffing, training, fare-setting (within parameters set out by the Authority), ticketing, customer service, safety programs, incident management, hiring and qualification consistent with an organization and recruitment program established during the first phase of



- the contract, labor relations and compliance with all applicable federal, state and local regulatory requirements;
2. Management of specified elements of the System (which may include High-Speed Rail Trains, Track and Systems and Stations);
  3. Collection of System revenues including, but not limited to, farebox revenues and agreed-upon ancillary revenues;
  4. Responsibility for payment of operating costs;
  5. System administration including, but not limited to, accounting, recordkeeping, office management, payroll and human resources;
  6. Operation and maintenance of all environmental systems and permits including, but not limited to, proper disposal of any waste or hazardous materials relating to operations;
  7. System safety and security planning and management;
  8. Management of System marketing and branding;
  9. Customer service and public information including, but not limited to, promotion of schedules, routes, delays and service disruptions, staffing of telephone and on-line information hotlines and response to customer complaints;
  10. Consultation on the design, development and operation of System expansion and future routes;
  11. Implementation and management of a comprehensive program to meet or exceed the Authority's SB/DBE Program Requirements;
  12. Ridership and passenger revenue forecasts;
  13. Operations and maintenance cost estimates;
  14. Service planning for the System, including integration with other transportation operators and connecting System buses to agreed-upon destinations; and,
  15. Provision of other specified and related services associated with the operations and management of the System.

The Authority anticipates the term of the franchise agreement to extend as short as possible to allow satisfaction of the agreed-upon financial plan, or to an expiration date to be agreed upon in the franchise agreement, whichever comes first.

The Authority will also reserve the right to terminate the franchise agreement after an initial term of the operations period to be specified in the franchise agreement, subject to appropriate early termination compensation to the Early Train Operator.

In addition, the Early Train Operator's performance during the second phase of the contract will be measured relative to industry-standard service and performance metrics agreed to in the franchise agreement. The Early Train Operator will be required to successfully achieve such service and performance metrics in order to be retained for the full term of the franchise agreement. Such metrics may include meeting or exceeding specified revenue, schedule and ridership goals and achieving appropriate safety, stakeholder and passenger satisfaction metrics.



*Payment Considerations*

The Authority intends to fund development services in the first phase of the contract and certain non-operating costs in the second phase of the contract (e.g., ticket vending machines, training and hiring, etc.) with State and Federal funding, including funds provided by the Federal Railroad Administration (FRA). The Authority will act as the FRA-designated recipient for federal transportation funds.

The RFP will more clearly delineate the scope of work responsibilities and payment terms described above.





## Exhibit C: Firms Subject to Offeror Ex Parte Communications Prohibition during Solicitation

### Rail Delivery Partner (HSR#14-66):

Parsons Brinckerhoff  
 Abtahi Engineering  
 Acosta Engineering Solutions, P.C.  
 AllTransit Consultants, LLC  
 Alta Vista Solutions  
 Ascent Environmental  
 Bickmore & Associates  
 Cambridge Systematics  
 Collaborative Development Army LLC  
 Commonwealth Associates, Inc.  
 Construction Engineering Consulting Group, Inc.  
 Cordoba Corporation  
 D.C. Agrawal Consulting, LLC  
 EcoDistrict  
 Enterprise Wireless Alliance  
 Fukuji Architecture & Planning  
 Gall Zeidler Consultants  
 GeoAmps, LLC  
 Dan Hoyt  
 Luster National, Inc.  
 Gil Mallery  
 Ground Floor Public Affairs Corp.  
 Hill International, Inc.  
 HSB Solutions  
 Inse Rail  
 International Union of Railways  
 Intueor Consulting, Inc.  
 Jones, Lang, LaSalle Americas, Inc.  
 Joshi PMCM Inc.  
 k Cura  
 Latitude Geographic's Group LTD.  
 Letterly Environmental & Land Planning Mgmt.  
 LKG-CMC, Inc.  
 Lombardi Engineering  
 Luster National, Inc.  
 Madrone Ecological Consulting LLC (formerly Gibson & Skordal)  
 National Constructors' Group, Inc.  
 Natoma Technologies, Inc.  
 Nayak Corp  
 Network Rail Consulting  
 Oliveira Advisory Services  
 Oppenheimer and Company Brand Consultants LLC

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OrgMetrics LLC  
Padilla & Associates  
Paragon Partners, LTD  
Rose Strategic Communications, Inc.  
Roy Kienitz  
Russ Guarna Consulting  
SC Solutions  
Shawn E. Murphy (SEM, Inc.)  
SMA Rail Consulting - IT Corp.  
South Coast Wildlands Project  
Spectrum Design  
SPUR  
Stealth Worker, Inc.  
Stephen J. Thoman Consulting  
TEC Management Consultants  
Todd Barthoff  
Turner Engineering Corporation  
Urban Ecos, LLC  
Veridico Group, Inc.  
WSP Canada  
WSP UK  
Zoon Engineering

**Financial Advisors (HSR#15-92):**

KPMG LLP  
Alexan RPM, Inc.  
Gilbert Associates, Inc.  
IMPACTS USA Advisory Services  
Real Estate Consulting Solutions (RECS)  
Real Estate Strategy and Solutions (RESS)  
Sperry Capital, Inc.  
Peyser Associates LLC

**Legal Counsel**

Mayer Brown LLP

**Ridership Advisory Panel**

Frank S. Koppelman, PhD, Professor Emeritus of Civil Engineering, Northwestern University (chair)  
Kay W. Axhausen, Dr. Ing., Professor, Institute for Transport Planning and Systems, ETH Zurich  
Eric Miller, PhD, Professor, Department of Civil Engineering, University of Toronto  
David Ory, PhD, Principal Planner/Analyst, Metropolitan Transportation Commission  
Kenneth A. Small, PhD, Professor Emeritus, Department of Economics, University of California-Irvine



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**Exhibit D: Forms**

- Form A: Transmittal Letter
- Form B: Offeror's RFQ/Proposal Manager
- Form C: Identification of Offeror Team Members
- Form D: Information about Offeror, Equity Members, Lead Operator and Guarantors
- Form E: Past Performance Certification
- Form F: Organizational Conflicts of Interest Disclosure Statement
- Form G: Overall Project Small Business Goal Commitment Affidavit
- Form H: Past Experience
- Form I: Past Experience References
- Form J: Key Personnel References







**Form A: Transmittal Letter**

Offeror: \_\_\_\_\_

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

Rachel Taylor

**California High-Speed Rail Authority**

770 L Street, Suite 620, MS 1

Sacramento, CA 95814

Dear Ms. Taylor:

The undersigned Offeror submits this SOQ in response to that certain Request for Qualifications

RFQ16-13 dated as of December 16, 2016 (the "RFQ"), issued by the California High-Speed Rail Authority (Authority) for Early Train Operator services, as described in the RFQ.

Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

- Volume 1: Transmittal Letter (~~Form A~~Form-A), General Offeror Information (~~Form B~~Form-B through ~~Form F~~Form-F), Surety Letter, Past Experience (~~Form H~~Form-H), Past Experience References (~~Form I~~Form-I), Key Personnel References (~~Form J~~Form-J), Key Personnel Resumes and Express Commitment Regarding Key Personnel, Overall Project Small Business Goal Commitment Affidavit (~~Form G~~Form-G);
- Volume 2: Financial Statements, Material Changes and Off-Balance Sheet Liabilities; and
- Volume 3: Executive Summary and Narrative Response.

Offeror acknowledges receipt, understanding, and full consideration of all materials posted on State's Contract Register and the Authority's website.

Offeror acknowledges receipt of the following addenda to the RFQ:

*[Offeror to list any addenda to this RFQ by dates and numbers prior to executing this Form A. Failure to acknowledge receipt of all addenda may cause the SOQ to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with this SOQ.]*

Offeror represents and warrants that it is authorized to do business in the State, that it has or is able to obtain the insurance required by the SOQ and that it has not been terminated from another contract for default, or has not received a civil judgment or criminal conviction in the past five (5) years. If the Offeror does have a civil judgment(s) within the past five (5) that exceed in a single occurrence \$1,000,000 (one million dollars) or in the aggregate \$10,000,000 (ten million dollars), the Offeror may provide a listing of the judgments and explanation as to why the presence of these judgments would not, in the Authority's opinion, reasonably be expected to hinder or prevent the prompt and full performance of the contract, if awarded.

Offeror represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and SOQ.



Offeror understands that the Authority is not bound to shortlist any Offeror and may reject each SOQ the Authority may receive.

Offeror further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Services procurement process will be borne solely by the Offeror.

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

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

Offeror's business address:

---

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

---

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

State or Country of Incorporation/Formation/Organization: \_\_\_\_\_

*[Offeror signature block to be added by Offeror. The Transmittal Letter is to be executed by the Offeror's duly authorized official representative identified in Form D, and the Transmittal Letter must be executed by the official representative on behalf of each of the Equity Members.]*

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Form B: Offeror's RFQ/Proposal Manager

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY  
EARLY TRAIN OPERATOR SERVICES  
RFQ16-13**

Name of Offeror:

---

Offeror's RFQ/Proposal Manager

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email address: \_\_\_\_\_

*Note: Any substitution of Offeror's RFQ Manager shall be made in writing to the Authority.*

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## Form C: Identification of Offeror Team Members

Offeror: \_\_\_\_\_

NAME OF EACH TEAM MEMBER	ROLE IN ORGANIZATION (Check all that apply)	
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor
	<input type="checkbox"/> Equity Member <input type="checkbox"/> Guarantor	<input type="checkbox"/> Lead Operator <input type="checkbox"/> Subcontractor

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**Form D: Information about Offeror, Equity Members, Lead Operator and Guarantors**

Complete a separate ~~Form D~~ ~~Form-D~~ for the Offeror, each Equity Member, Lead Operator, and any proposed Guarantor identified in ~~Form C~~ ~~Form-C~~. Please make additional copies of this form as needed.

Offeror Name: \_\_\_\_\_

Complete/Legal Name of Entity: \_\_\_\_\_

Entity Role (i.e., Offeror, Equity Member, Lead Operator, Guarantor): \_\_\_\_\_

Name of Official Representative: \_\_\_\_\_

Title of Official Representative: \_\_\_\_\_

California Contractor's License(s) # (if applicable): \_\_\_\_\_

Standard Industry Classification Code: \_\_\_\_\_

Year Established: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

Individual Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Individual's Title: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Individual's Email Address: \_\_\_\_\_

Business Organization (check one):

Corporation (If yes, then indicate the State and Year of Incorporation): \_\_\_\_\_

Partnership

Joint Venture

Limited Liability Company (If yes, then indicate the State and Year of formation): \_\_\_\_\_

Other (describe): \_\_\_\_\_

A. Business Name: \_\_\_\_\_

B. Business Address: \_\_\_\_\_

Headquarters: \_\_\_\_\_

Office Performing the Work: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Number of employees \_\_\_\_\_ Year established \_\_\_\_\_

Yes No

Has your organization, or have you as a sole proprietor, ever filed bankruptcy or defaulted on any debts?

Is your organization, or are you as a sole proprietor, a party to any claim or lawsuit?



1. Small Business Status

Is your organization certified as a small business by the State of California, or have you applied for certification?

Yes     No    If yes, list your OSDS Number: \_\_\_\_\_

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

Application submitted to Office of Small Business Certification and Resources on: \_\_\_\_\_

Is your firm certified as a small business by any other governmental entity, or have you applied for certification?

Yes     No

If yes, identify the governmental entity and list your identification number:

\_\_\_\_\_

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

Application submitted to on: \_\_\_\_\_

2. Disabled Veteran Business Status

Is your firm certified as a DVBE, or have you applied for certification?

Yes     No    If yes, list your identification number: \_\_\_\_\_

Date certified \_\_\_\_\_

Application submitted to on: \_\_\_\_\_

3. Disadvantaged Business Enterprise

Is your firm certified as a DBE, or have you applied for certification?

Yes     No

If yes, list your identification number(s): \_\_\_\_\_

Certifying Agency Name: \_\_\_\_\_

Date certified \_\_\_\_\_

Application submitted to on: \_\_\_\_\_





4. Is the firm under investigation by any agency of the Federal government (e.g., the Justice Department, SEC, Department of Defense, Federal Trade Commission, etc.) or by any agency of a State or foreign government?

Yes     No

If yes, please explain:

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5. Have any banks or other financial institutions refused to lend to the firm in the last two (2) years?

Yes     No

If yes, please explain:

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Official Representative, as identified above, and am authorized to execute on behalf of the Offeror or entity for which this form is being completed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm/Company Name

\_\_\_\_\_  
Offeror Name



**Form E: Past Performance Certification**

Complete a separate ~~Form E~~ Form E for the Offeror, each Equity Member, the Lead Operator and each Guarantor identified in Form D. Please make additional copies of this form as needed.

Name of Firm: \_\_\_\_\_

1. Within the past ten years, has the firm or any affiliate<sup>1</sup> 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:

<sup>1</sup> The term "affiliate" includes the firm's parent companies, its subsidiary companies, general partnerships, limited liability companies, joint venture members and/or business relationship in which the entity has more than a 15 percent financial interest.



2. Is any litigation pending by a former or current client against the firm or any affiliate, including cross-claims?

Yes    No

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

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 of any other felony or serious misdemeanor (e.g., 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 law, foreign or domestic?

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. Has the firm been awarded a contract relevant to this procurement 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 agency contact information including telephone numbers.

8. 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.

9. Has any train system operated by the firm or any affiliate been involved in repeated or multiple failures to comply with safety rules, regulations, or requirements?

Yes  No

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

10. 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 team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.



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

Yes     No

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

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

Yes  No

If yes, please identify the team members and 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 Form E and attachments 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 RFQ.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Official Representative, as identified in Form D, and am authorized to execute on behalf of the Offeror or entity for which this form is being completed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm/Company Name

\_\_\_\_\_  
Offeror Name





**Form F: Organizational Conflicts of Interest Disclosure Statement**

Complete a separate Form F for the Offeror, each Equity Member, the Lead Operator, any proposed Guarantor, and any Subcontractor/Subconsultant, as identified in Form C~~Form C~~.

**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/Consultant'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:

- a. Impairment or potential impairment of a contractor's ability to render impartial assistance or advice to the authority or of its objectivity in performing work for authority,
- b. An unfair competitive advantage for any Offeror with respect to an authority procurement; or
- c. 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).

**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 Offeror and its team members (including Equity Members, Lead Operator, Guarantors, and all Subcontractors/Subconsultants identified at the time of the submittal of the SOQ, and their respective personnel) that may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.



**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.

**Certification**

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

Under the penalty of perjury, I certify that the foregoing is true and correct, and that I am authorized to execute on behalf of the Offeror or entity for which this form is being completed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm/Company Name

\_\_\_\_\_  
Offeror Name



**Form G: Overall Project Small Business Goal Commitment Affidavit**

The \_\_\_\_\_,  
(Offeror, each Equity Member, Lead Operator)

is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises (DBE), and Disabled Veteran Business Enterprises (DVBE), in conformance with Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Government Code 14837, and Military and Veterans Code 999, as set forth in the Authority’s Small and Disadvantaged Business Enterprise Program.

\_\_\_\_\_  
(Offeror, each Equity Member, Lead Operator)  
will aggressively pursue Small Business participation to the satisfaction of the Authority to meet or exceed the overall project Small Business goal of 30 percent, including 10 percent DBE and 3 percent DVBE, consistent with the Authority’s Small and Disadvantaged Business Enterprise Program.

\_\_\_\_\_  
(Offeror, each Equity Member, Lead Operator)  
shall submit the required reports to delineate the goal attainment.

**Certification**

Under the penalty of perjury, I certify that the foregoing is true and correct, and that I am authorized to execute on behalf of the Offeror or entity for which this form is being completed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm/Company Name

\_\_\_\_\_  
Offeror Name





**Form H: Past Experience<sup>1</sup>**

Provide the following information for each of the reference contracts identified in response to Section B of Volume 3, "Past Performance and Experience." For contracts in which more than one of the Offeror Team members were involved, Offeror may provide a single Form H ~~Form H~~.

Name of Firm(s): \_\_\_\_\_  
 Contract Name: \_\_\_\_\_  
 Contract Location: \_\_\_\_\_  
 Date of Contract Performance: \_\_\_\_\_  
 Client: \_\_\_\_\_  
 Contract Value: \_\_\_\_\_

Was this a federally/ARRA funded contract?  Yes  No

Percentage of work or services performed on the above referenced contract: \_\_\_\_\_

## Client Representative Contact Information:

Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

## Client Additional Contact Information - 1

Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

## Client Additional Contact Information - 2

Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

## Client Additional Contact Information - 3

Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

<sup>1</sup> Please make additional copies of this form as needed.



Brief Summary of Work or Services provided for the above referenced contract:

Describe overall requirements and performance as it pertains to: (i) advising on design, development and procurement of passenger train operations; and (ii) achieving passenger and revenue targets, budget compliance, service quality, safety record, passenger satisfaction and system maintenance requirements:





Describe innovative solutions (if any) used on the above referenced contract:

Describe the interface and coordination (if any) with other system contractors including, but not limited to, rolling stock and track and systems infrastructure maintenance contractors.

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I hereby authorize the California High-Speed Rail Authority to make any inquiries necessary to verify the information I have presented in this ~~Form H~~ and attachments. Under penalty of perjury, I certify that the foregoing is true and correct, and that I have been duly authorized to execute this certification on behalf of the following Offeror:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm/Company Name

\_\_\_\_\_  
Offeror Name

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**Form I: Past Experience References**

Offerors shall have the client representative of each reference contract for which Offeror submits a Form H complete this ~~Form I~~ **Form I**.

The Authority is selecting a train operations team for a new intercity high-speed rail system in California. The team will consult on the design, development and procurement of the commercial aspects of the system and will also be responsible for operating and managing the system, including separately procured rolling stock and tracks and systems infrastructure. The team will also advise on mitigation of risks and liabilities associated with operating the system.

## TO BE COMPLETED BY OFFEROR

Offeror Team: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Contract Name and Location: \_\_\_\_\_

Client: \_\_\_\_\_

## TO BE COMPLETED BY CLIENT

Client's Representative: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Dates of project performance: \_\_\_\_\_

Type of contract: \_\_\_\_\_

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Contract description (including dollar value and services provided, etc.):

Firm's Role on Contract: \_\_\_\_\_

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Percent of work actually performed by such entity: \_\_\_\_\_

Brief description of the Firm's performance on the above referenced contract including your satisfaction with the passenger and revenue targets, budget compliance, service quality, safety record, passenger satisfaction, system maintenance and innovation as well as any claims or liquidated damages (use additional pages as necessary):

I verify that the above information is accurate and that I am the client's representative for the above referenced contract:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm/Company Name

\_\_\_\_\_  
Offeror Name

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**Form J: Key Personnel References**

Each individual identified as a Key Personnel position must have two references. Please make additional copies of this form as needed.

**Summary of Key Personnel Team Member Information:**

Offeror Team: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Role: \_\_\_\_\_

Years of Relevant Experience: \_\_\_\_\_

**Key Personnel Reference Contact Information:**

Contract Name: \_\_\_\_\_

Client: \_\_\_\_\_

Contract Location: \_\_\_\_\_

Contract Performance Dates: \_\_\_\_\_ to \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Reference Name: \_\_\_\_\_

Contract Reference Title: \_\_\_\_\_

Contract Reference Telephone: \_\_\_\_\_

Contract Reference Email: \_\_\_\_\_

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**Brief description of the Key Personnel's experience, competency, and performance on the above referenced contract (use additional pages as necessary):**

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