CALIFORNIA
High-Speed Rail Authority

Request for Qualifications for Track and Systems

RFQ No.: HSR19-13

July 17, 2019

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Part A. Background and Instructions

1.0 Introduction

The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. California high-speed rail 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 less than three hours at speeds of over 200 miles per hour. The System 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 System's initial construction is located in California's Central Valley and serves as the spine of the statewide system. The Authority previously awarded civil contracts for design and construction of Construction Packages (CP) CP 1, CP 2-3, and CP 4 in the Central Valley, extending over 119 miles from Avenue 19 in Madera to Poplar Road near the city of Shafter. The Authority is currently planning additional civil works that would extend the 119 miles south to Bakersfield and north to Merced. The Track and Systems Contractor (Contractor) will build on these civil works provided by the CP contracts to provide a Rail Infrastructure System (RIS) suitable for high-speed rail operation, which will become the initial passenger carrying, revenue generating section. The Contractor will then operate, maintain and renew the rail infrastructure, and maintain the civil works for a minimum of 30 years.

In accordance with section 185036 of the California Public Utilities Code, the Authority hereby requests Statements of Qualifications (SOQs) from firms and teams capable of providing design-build-maintain services (Offerors) for the development of Track and Systems. The Authority will evaluate the SOQs it receives in response to this Request for Qualifications (RFQ) No. HSR19-13, according to criteria set forth herein, and will establish a Shortlist of the most highly qualified Offerors. Offerors including on the Shortlist 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 for award of a design-build-maintain contract for Track and Systems.

By submitting an SOQ, Offerors agree to be bound by and meet all the requirements specified in this 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.

Commercially Useful Function (CUF) - The Authority will uniformly apply best practices standards in collective consideration of CUF standards set forth by 49 CFR Part 26.55 (c)-(d), Government Code section 14837, California Code of Regulations section 1896.4(h), and Military and Veteran Code section 999(b) (5). A SB, DBE, DVBE, or Microbusiness (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 Contract 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 Contract, 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 participation.
5. A SB/MB/DVBE does not perform a CUF if it subcontracts a greater portion of the Work than would be expected by normal industry practices.

A DBE does not perform a CUF if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce.

Contract - Collectively, the Contract Documents which establish the respective rights and obligations of the Authority and the Contractor with respect to the Project, including the performance of the Work, the furnishing of labor and materials, and the basis of payment.

Contractor - The firm or other entity, if any, awarded a design-build-maintain contract by the Authority for the Project after the Procurement process is completed.

Day - Calendar day, unless otherwise noted.

Delivery Period - The period(s) of time the Contractor designs, builds, tests and certifies all infrastructure, systems, sub-systems and utilities required to enable the continuous safe operation of Rolling Stock and build necessary Maintenance of Way Facilities until Revenue Service.

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 who 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.

Grant/Cooperative Agreements - Agreement numbers FR-HSR-009-10-01-06 and FR-HSR-0037-11-01-01, as amended, between the Authority and the Federal Railroad Administration (FRA) providing terms for expenditure of federal funds provided for the Project.

Guarantor - Any Person who is the obligor under any guarantee in favor of the Authority required as part of the Procurement process or the Track and Systems contract.

Key Firm - Each of the firms identified to perform one of roles identified in Section D of Part B, Volume 1, of this RFQ.

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 has 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.

Notice to Proceed (NTP) 1 - The first Notice to Proceed that the Authority anticipates issuing for the Work. This will include work in the geographic area between Avenue 19 in the county of Madera to the north, and Poplar Avenue in the county of Kern to the south. NTP 1 may be provided as two parts, NTP 1A, which would contain milestones necessary to provide the Plain Line for NTP 1, and NTP 1B, which would contain all other milestones necessary for the Work within NTP 1.

Offeror - A Person who submits a Statement of Qualifications in response to this Request for Qualifications.

Offeror Team - Collectively, the Offeror and its Equity Members, Guarantors, Key Firms, Subcontractors, and their respective employees, agents and officers.

Operator - Contractor to the Authority that is responsible for running train services.

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

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

Procurement - The Authority's process for selecting a Track and Systems Team for this Project.

Procurement Documents - Includes all documents issued by the Authority in connection with the Procurement or Project.

Program - The California High-Speed Rail System is a steel wheel on steel rail, electrified, high-speed passenger rail system with Standard Gauge tracks, consistent with the draft FRA safety guidance for Tier III high-speed rail operations.

Project - The Work that will be performed under a contract to provide track and systems for the California High-Speed Rail System.

Proposer - An Offeror who is included on the Shortlist by the Authority following evaluation of the SOQ submitted in response to this RFQ.

Public Records Act - The California Public Records Act, Government Code sections 6250, et seq.

Rail Infrastructure System - The integrated infrastructure that results from the Track and Systems Work constructed onto the civil works provided by other Authority contractors.

Request for Proposals - The Authority's RFP for Track and Systems, which will be issued, if at all, to those Offerors who are selected to proceed to the next phase of this Procurement.

Revenue Service - The operation of the Rail Infrastructure System while carrying fare-paying passengers.

Rolling Stock - The trainsets that will operate on the completed Rail Infrastructure System.

Service Period - Once Revenue Service commences, the period of time the Contractor is responsible for maintenance of way and performance of certain specified interface and integration duties with respect to Authority's other contractors, including the Rolling Stock Contractor and Operator.

Shortlist - The list of Offerors eligible to receive the RFP and submit a Proposal.

Small Business (SB) - A for-profit business concern that meets the certification requirements set forth in the California Small Business Procurement and Contract Act in California Government Code section 14837(d), and California Code of Regulations sections 1896.4 (Definitions) and 1896.12 (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.

Government Code sections 14837 and 14838 provide certification provisions that increase Small Business (SB) 3-year average Gross Annual Receipts (GARs) eligibility thresholds for existing SB certification programs to:

- $15 million for Small Business (SB); and,
- $5 million for Microbusiness designation (MB).

Government Code sections 14837 and 14838 also identifies an SB certification category for the purpose of Public Works contracts/projects with the following eligibility thresholds:

- $36 million GARs averaged over last three years; and,
- 200 employee count in average over the recent four quarters.

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.

State's Contract Register - This is the official location of this RFQ and can be found at www.caleprocure.ca.gov.

Subcontractor - Defined as follows:

1. Prior to award of the Track and Systems contract, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, or that will enter into a sub-subcontract for any part of the Work, at any tier; or
2. After award of the Track and Systems contract, any Person with whom the Contractor has entered into a subcontract for any part of the Work, or with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

System - The complete high-speed rail system as described in California Proposition 1A (2008), including Phase 1, which shall run from the San Francisco Bay Area to the Los Angeles basin, and Phase 2, which shall run from Sacramento to San Diego.

Work - All of the Work required under the Track and Systems contract to deliver the Rail Infrastructure System in both the Delivery Period(s) and the Service Period, including all administrative, design, engineering, integration, permitting, coordination, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation, maintenance, certification, and other duties and services to be furnished and provided by Contractor. The term Track and Systems Work is incorporated into this definition.

Working Day - For purposes of this RFQ, Monday through Friday, except for federal or State holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time. Lists of federal and State holidays can be found at: www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays and www.calhr.ca.gov/employees/pages/state-holidays.aspx.

2.2 Acronyms

AC	Alternating Current
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
CBA	Community Benefits Agreement
CCTV	Closed-Circuit Television
CIL	Certified Items List
CP	Construction Package
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprise
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise
EAM	Enterprise Asset Management
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EMR	Experience Modification Rate
EN	European Standard
EO	Executive Order
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
GAR	Gross Annual Receipts

ICD	Interface Control Document
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IFRS	International Financial Reporting Standards
INCOSE	International Council of Systems Engineering
ISA	Independent Safety Assessor
ISO	International Organization for Standardization
MB	Microbusiness
MTBSI	Mean Time Between Service Interruptions
NOD	Notice of Determination
NTP	Notice to Proceed
OCC	Operations Control Center
OCS	Overhead Contact System
PRA	Public Records Act
QA/QC	Quality Assurance/Quality Control
RAMS	Reliability, Availability, Maintainability, and Safety
RFQ	Request for Qualifications
RFP	Request for Proposals
RIS	Rail Infrastructure System
RM	Requirements Management
ROD	Record of Decision
RVTM	Requirements Verification Traceability Matrix
SB	Small Business
SCADA	Supervisory Control and Data Acquisition
SDLC	Systems Development Life Cycle
SEIR	Supplemental Environmental Impact Report
SEIS	Supplemental Environmental Impact Statement
SEMP	System Engineering Management Plan
SOQ	Statement of Qualifications
USB	Universal Serial Bus
U.S.C.	United States Code
U.S. GAAP	United States Generally Accepted Accounting Principles
V&V	Verification and Validation
VVP	Verification and Validation Management Plan

3.0 Project Overview

3.1 General Description of the Project

The following is a general description of the Project:

During each Delivery Period, Contractor will utilize the civil work provided by the Authority and design, build, test and certify the track and systems infrastructure required for a high-speed RIS. The Contractor will be responsible for the interface management and the integration of the work provided by the other high-speed rail contractors, including the Rolling Stock provider and the Operator, up to and including integrated testing and trial running up to time that the system enters Revenue Service. The estimated value for the Delivery Period of NTP 1 is $1.6 billion.

During the Service Period, Contractor will be the RIS manager and will be responsible for the operation, inspection, maintenance and renewals of the track and systems work, and the operation, inspection and maintenance of the civil works provided by other Authority contractors for a minimum of 30 years. The Contractor will operate the Operation Control Center and will dispatch trains in accordance with timetables and direction provided by the Operator.

A more detailed description of the anticipated scope of work for the Project and additional Project information are provided in Part C, Exhibit A, Section 1. Additional information is available for review on the Authority's website at

www.hsr.ca.gov/business/contractors/track_and_systems.aspx

Please refer to Part C, Exhibit A, Section 1 for a map of the Project area, identified as Figure 1. In preparing their SOQs, Offerors are advised to carefully review and consider all Project information posted on the Authority's website at www.hsr.ca.gov/.

3.2 Environmental Status

Track and Systems Work is included in the project scope addressed in the Merced to Fresno California High-Speed Train Project Final Environmental Impact Report/Environmental Impact Statement (EIR/EIS). The Authority Board certified the Final EIR/EIS on May 3, 2012, and filed a Notice of Determination (NOD) with the State Clearinghouse on May 4, 2012. FRA issue its Record of Decision (ROD) on September 18, 2012. The Final EIR/EIS is available on the Authority's website at:

www.hsr.ca.gov/programs/environmental/eis_eir/final_merced_fresno.aspx

Track and Systems Work is also included in the project scope addressed in the Fresno to Bakersfield California High-Speed Train Project Final EIR/EIS. The Authority Board certified the Final EIR/EIS on May 7, 2014, and filed a NOD with the State Clearinghouse on May 8, 2014. FRA issued its ROD on June 27, 2014. The Final EIR/EIS is available on the Authority's website at:

www.hsr.ca.gov/programs/environmental/eis_eir/final_fresno_bakersfield.aspx

Additional Track and Systems Work is included in the project scope addressed in the San Jose to Merced California High-Speed Rail Project Environmental Impact Report/Environmental Impact Statement (EIR/EIS), San Francisco to San Jose California High-Speed Rail Project EIR/EIS, Merced to Fresno Project Supplemental Environmental Impact Report/Environmental Impact Statement (SEIR/SEIS), and Fresno to Bakersfield Project (SEIR/SEIS), which are currently under development. The environmental status will be updated in the RFP.

The Contractor's actions under the Contract to deliver the Work must be consistent with the descriptions and assumptions in these environmental documents.

3.3 Project Funding

The Authority intends to fund the Project with State and federal funding, as well as revenues generated by the System.

3.4 Federal Requirements

Any Track and Systems contract awarded by the Authority shall be subject to the requirements of applicable federal law, federal regulations, and conditions in the Grant/Cooperative Agreements. The Grant/Cooperative Agreements are available at

www.hsr.ca.gov/about/capital_costs_funding/funding_agreements.aspx

The Authority reserves the right to modify this Procurement to address any concerns, conditions, or requirements of the funding agencies, including FRA.

Offerors are advised to assume that Buy America requirements will apply to the Project, as set forth in 49 U.S.C. 24405(a). The FRA's High-Speed Intercity Passenger Rail Project is intended, in part, to bolster American passenger rail expertise and resources and the Buy America requirements reinforce this goal, aiding in encouraging a domestic market in the rail sector. For this reason, Offerors should not assume that any waivers would be granted.

3.5 Small Business/Disadvantaged Business Enterprises

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 (EO) S-02-06, Military and Veterans Code 999, Title VI of the Civil Rights Act of 1964, and related statutes. The Authority's SB Program establishes a 30 percent SB utilization goal, inclusive of a 10 percent DBE goal and a 3 percent DVBE goal.

The Authority is not a certifying agency for Small and Disadvantaged Businesses. The qualifying certifications can be obtained through California Department of General Services (DGS) (SB, MB, DVBE), California Unified Certification Program (DBE), and the U.S. Small Business Administration 8a (DBE).

The Authority anticipates that the RFP will require Proposers to present within the Technical Proposal 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 3 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 Contract. 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 Contract. The Authority anticipates that this goal will be applicable separately to the professional service work and the construction work under the Contract.

The Contractor shall comply with all SB Program requirements, including, but not limited to, SB utilization reporting, substitution/termination processes, and other performance related factors as identified in the SB Program. The Offeror should refer to the SB Program and the Prompt Payment Act provisions that will apply to the Contract.

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

The SB Program will be incorporated by reference into the Contract. 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 website at:

www.hsr.ca.gov/small_business/policy_program_plan.aspx

3.6 Community Benefits Agreement

The Contractor will be required to comply with the Authority's Community Benefits Policy (Resolution #HSRA 12-30 and POLI-SB-05) and Community Benefits Agreement (CBA) and related documents, including the Overhead Electrification System Agreement and the specified National Targeted Hiring Initiative. The CBA is available for review on the Authority's website at:

www.hsr.ca.gov/business/general/community_benefits.aspx

3.7 Federal On-the-Job Training Participation Goal

The Project is subject to Federal On-the-Job Training participation provisions as set forth in Title 41 C.F.R. Part 60, sections 1-999 and Presidential EO 11246.

3.8 U.S. Department of Labor Office of Federal Contract Compliance Program

The Project is subject to U.S. Department of Labor, Contract Compliance Provisions as set forth in 41 C.F.R. Part 60 and EO 11246 and the procedures described in the Federal Contract Compliance Manual and in the Technical Assistance Guide for Federal Construction Contractors.

3.9 Equal Employment Opportunity and Nondiscrimination

The Contractor will be required to follow State and federal Equal Employment Opportunity (EEO) 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 Contractor 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.

3.10 Liability, Insurance, and Security

The Authority anticipates that the Contractor will be required to assume liabilities, provide performance and payment bonds and insurance coverage, and indemnify and defend the Authority against third party claims as specified in the Contract. In addition, the Contractor may be required to provide one or more performance guarantees. 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 performance and payment bonds, guarantees, insurance, and indemnity will be provided in the RFP.

4.0 RFQ Phase of Procurement Process

4.1 Procurement Schedule

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

Table 1: Key RFQ Dates

Date	Event
Wednesday, July 17, 2019	Issue RFQ
Monday, August 5, 2019	Industry Forum/Conference 1500 Capitol Avenue, Sacramento, CA 95814 9:00 a.m. – 12:00 p.m.
Monday, August 5, 2019	Small Business Informational Workshop 1500 Capitol Avenue, Sacramento, CA 95814 1:00 p.m. – 2:30 p.m.
Friday, August 9, 2019	Deadline for questions regarding the RFQ due by 5:00 p.m. Pacific Time
Wednesday, August 14, 2019	Authority to post responses to questions
Thursday, September 5, 2019	Statement of Qualifications (SOQ) Deadline Delivered to the address in Part A.8.4, below, **by 12:00 p.m. Pacific Time**
Early October 2019	Anticipated Shortlisting of Firms
October 2019	Anticipated Issuance of RFP
December 2019	Anticipated Issuance of Addendum 1
February 2020	Anticipated Issuance of Addendum 2
April 2020	Anticipated Proposals Due
June 2020	Anticipated Approval of Apparent Best Value Proposer
July 2020	Anticipated Notice to Proceed 1

Offerors will be notified of any change to the Procurement schedule by an addendum to this RFQ.

4.2 Authority's Designated Point-of-Contact

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

Attention: Rachael Wong
California High-Speed Rail Authority
Address: 770 L Street, Suite 620 MS 2
Sacramento, CA 95814
Phone: (916) 324-1541
Email: TS1@hsr.ca.gov

Pursuant to the requirements in Part A5.1, 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 listed above. Failure to comply with this communication prohibition may result in disqualification.

4.3 Addenda and Cal eProcure

The Authority reserves the right to revise this RFQ by issuing addenda to the RFQ at any time prior to the SOQ Deadline. This RFQ and associated addenda will be made available in electronic format on the State's Contract Register at www.caleprocure.ca.gov, which is the official site. It is the responsibility of the Offeror to check the State's Contract Register for all addenda. A courtesy copy can be found on the Authority's website at:

www.hsr.ca.gov/business/contractors/track_and_systems.aspx

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

4.4 Questions and Requests for Clarification

All questions and requests for clarification must be submitted in writing to the email address of Authority's Designated Point of Contact listed in Part A.4.2. All questions submitted by Offerors shall use the subject line: HSR19-13 Track and Systems RFQ, and 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 date set forth in Table 1 of Part A.4.1. The Authority will post responses to those questions and requests for clarifications on the State's Contract Register and a courtesy posting may be found on the Authority's website for the benefit of all participants.

4.5 Changes in Offeror Organization

For an Offeror to remain qualified to submit a Proposal after it has been included on the Shortlist, 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 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.4.2, accompanied by the information specified for such entities in this RFQ, including an Organizational Conflicts of Interest Disclosure Statement (Form F). If a request is made by an Offeror to allow the deletion or role change of any Offeror Team member identified in its SOQ, the Offeror shall submit such information as may be required by the Authority to demonstrate that the changed team is equal to or exceeds the team originally submitted in response to this RFQ. The Offeror shall submit an original and two 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.

4.6 Stipend for Unsuccessful Proposers

The RFP will allow Proposers the opportunity to enter into an agreement that will provide for a stipend payment of $2 million to each unsuccessful Proposer who submits a responsive Proposal in accordance with the RFP to account for the anticipated level of effort required to prepare the Proposal. Specific provisions regarding payment of the stipend will be included in the RFP. There will be no offer or payment to Offerors who are not included on the Shortlist.

5.0 Communications, Public Information and Organizational Conflicts of Interest

5.1 Improper Communications and Contacts

The following rules of contact shall apply during the Procurement for the Project that began upon the date of issuance of this RFQ and will be completed with either the execution of the Track and Systems contract 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, text message/SMS, facsimile, electronic mail (e-mail), electronic messaging of any kind or formal written communication, whether direct or through intermediaries.

The specific rules of contact are as follows:

1. After submittal of SOQs, no Offeror, or any of its team members, may communicate with 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 that are shared between two or more Offeror Teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Authority sponsored informational

meetings). Protocols established to ensure that Subcontractors do not act as conduits of information between teams are subject to Authority review and approval, at the Authority's discretion.

2. Offerors shall correspond with the Authority regarding the RFQ or RFP only through the Authority's Designated Point of Contact (see Part A.4.2) and Offeror's RFQ/Proposal Manager as provided on Form B.
3. Except for communications expressly permitted by the RFQ or RFP 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 with any member of the Authority Board or with any Authority staff, including any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the Procurement or the Project including the firms and individuals identified on the list provided in Exhibit C.
4. Additionally, Offerors shall not contact the entities listed below, including any employees, representatives, and members:
   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 Public Works Board (PWB)
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.

5.2 Organizational Conflicts of Interest

The Authority has adopted an Organizational Conflicts of Interest Policy (Policy) that applies to this Procurement and any resulting contract, 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:

www.hsr.ca.gov/business/general/organizational_conflict.aspx

Please be aware that firms under current or prior contract with the Authority may have an Organizational Conflict of Interest preventing the firm or its Affiliate (as defined in the Policy) from participating in this Procurement. The Authority has

determined that all prime design-build contractors and project and construction management consultants for Construction Packages 1, 2-3, and 4 have an organizational conflict of interest which prevents them (and their Affiliates) from participating in this Procurement.

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

1. Preclude certain firms from participation in this Procurement and,
2. Affect the ability of the Contractor, Subcontractors and both of their Affiliates to enter into business relationships with Authority consultants and certain Authority contractors.

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:

1. Impairment or potential impairments of an Offeror's ability to render impartial assistance or advice to the Authority or of its objectivity in performing Work for the Authority;
2. An unfair competitive advantage for any Offeror submitting an SOQ on an Authority procurement; or,
3. 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).

The Authority will only Shortlist an Offeror whose objectivity is not impaired and who has not gained an unfair competitive advantage due to any past, present, or planned organizational conflict of interest, financial or otherwise.

If any such conflict of interest is determined to exist, the Authority may:

1. Disqualify the Offeror; or,
2. Determine that it is otherwise in the best interest of the Authority to continue the Procurement 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, Organizational Conflicts of Interest Disclosure Statement. 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. If a nondisclosure or misrepresentation is discovered after award of the Contract through this Procurement process, the resulting Contract may be terminated.

By submitting its SOQ, each Offeror agrees that, if a potential or actual 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. Offeror acknowledges that the Authority determines whether such mitigation is sufficient or whether the conflict disqualifies the Offeror, per the Policy.

If an Offeror requires an expedited organizational conflict of interest review related to this Procurement, please immediately consult the Policy and provide the required information to the Chief Counsel Thomas Fellenz at Legal@hsr.ca.gov, with a copy to Katherine.Cook@hsr.ca.gov.

Additional provisions regarding organizational conflicts of interest will be in the RFP.

5.2.1 Organizational Conflicts of Interest for Track and Systems

Pursuant to Section V(1) and V(2) of the Authority's Organizational Conflict of Interest Policy, the successful Offeror may be precluded from participating on future contracts as determined by the Authority. The Authority has determined that firms participating in the Track and Systems Procurement will not be conflicted out from participating in the anticipated Rolling Stock procurement.

5.3 Confidentiality

All written correspondence, exhibits, documents, 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 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 FOIA or other federal open records laws. Offerors should familiarize themselves with the Open Government Laws, including the Public Records Act (PRA) and FOIA. 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.

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 exempted from disclosure, such Offeror should designate specifically and conspicuously that information as "TRADE SECRET" or "CONFIDENTIAL" in its filed response to this RFQ. 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. Under no circumstances, however, will the Authority be responsible or liable to the Offeror or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants.

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, United States Department of Transportation FOIA regulations (49 C.F.R. section 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 of litigation concerning the disclosure of any material submitted by the submitting party, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court 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 reimburse the Authority for any expenses it incurs in connection with any such litigation.

6.0 Protest Procedures

6.1 Applicability

This section sets forth the exclusive protest remedies available to Offerors 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 the SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all pass/fail requirements; and,
c. Shortlisting determinations.

6.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Part A.6.1(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. 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 Part A.4.2. 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.

6.3 Deadlines for Protests

The failure of an Offeror to file a protest within the applicable period shall preclude consideration of those issues in any protest.

Protests concerning the issues described in Part A.6.1(a) must be filed as soon as the basis for the protest is known, but no later than ten (10) days prior to the SOQ deadline. If the protest relates to an addendum to the RFQ, the protest must be filed no later than five (5) Working Days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Part A.6.1(a) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Part A.6.1(a) and (b).

Protests concerning the issues described in Part A.6.1(b) must be filed no later than five Working Days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Part A.6.1(c) must be filed no later than five (5) Working Days after the earliest of the notification of the Shortlist and the public announcement of the shortlisting determination.

In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close of a regular Working Day shall be deemed received the following Working Day.

6.4 Content of Protest

Protests 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. Additionally, all protests shall contain the name, address and fax number and telephone numbers for the protestor; the number of this Procurement; a request for a ruling by the Authority; all information establishing that the protestor is an interested party for the purposes of filing a protest, and all information establishing the timeliness of the protest.

6.5 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 identified in Part A.4.2 as soon as the basis for the protest is known to the Offeror filing a protest. Except for protests concerning the issues described under Part A.6.1(a), the Offeror filing the protest shall concurrently file a copy of the protest with the other Offerors (whose addresses may be obtained from Authority's website). The Protest Official for this RFQ is:

Darin Kishiyama
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.

6.6 Comments from other Offerors

Other Offerors may file statements in support of or in opposition to the protest within seven days of the filing of the protest for protests pertaining to Part A.6.1(b)-(c). The Authority shall forward copies of all such statements to the Offeror filing a protest. Any factual declarations shall be sworn and submitted under penalty of perjury.

6.7 Written Response

The Authority may prepare a written response to the protest for the Protest Official's review, within five (5) Working Days of the deadline to receive comments from Offerors pursuant to Part A.6.6.

6.8 Burden of Proof

The Offeror filing a protest shall have the burden of proof in proving its protest. The Authority may discuss, in its sole discretion, the protest with the Offeror filing a protest, other Offerors, the Authority's Designated Point of Contact for the Procurement, and other members of the Authority's Procurement team. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

6.9 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 for protests in Part A.6.1. Copies of decisions regarding protests and/or withdrawals of protests will be provided to all Offerors.

6.10 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.

6.11 Rights and Obligations of Offerors

Each Offeror, by submitting its SOQ, expressly recognizes the limitation on its rights to protest provided in this Part A.6.0, 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 Part A.6.0, 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.

7.0 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 the applicable law, including without limitation, with or without cause and with or without notice, the right to the following:

1. Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution of a contract or contracts without incurring any cost obligations or liabilities.
2. Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP.
3. Not issue an RFP.
4. Reject any and all submittals, responses, and SOQs received at any time.
5. Exclude any Offeror from submitting a SOQ based on the failure to comply with any requirements.
6. Modify all dates set or projected in this RFQ.
7. Terminate evaluations of responses received at any time.
8. Issue addenda, supplements, and modifications to this RFQ.
9. 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.
10. 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.
11. 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.
12. Add or delete Offeror responsibilities from the information contained in this RFQ or any subsequent RFP.
13. Waive informalities, irregularities, mistakes, and deficiencies in a SOQ; accept and review a non-conforming SOQ; or permit clarifications or supplements to a SOQ.

14. Disqualify any Offeror who changes its SOQ subsequent to the SOQ Deadline without Authority approval.
15. Modify the RFQ Process with appropriate notice to Offerors.
16. Approve or disapprove changes to the Offeror Teams.
17. Revise and modify, at any time before the SOQ Deadline, 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.
18. 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.
19. Retain ownership of all materials submitted in hard copy and/or electronic format.
20. Exercise any other right reserved or afforded to the Authority under this RFQ.
21. Include commitments made by the successful Offeror in the SOQ in any resulting contract executed by the Authority for this Work.

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

This RFQ does not commit the Authority to enter into a contract or proceed with the Procurement. 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 Project until such time (if at all) as a design-build-maintain 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.

8.0 SOQ Content and Submittal Requirements

8.1 General

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 metric units of measure, and cost terms in United States of America dollar denominations.

8.2 Contents and Organization

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.

8.3 Format

The SOQs submitted by the Offerors shall conform to the following format criteria:

1. Number of Copies - Each responding Offeror shall submit:
   A. Volume 1 (General): One (1) original and twelve (12) hard copies (for a total of thirteen (13) binders).
   B. Volume 2 (Financial): One (1) original and three (3) hard copies (for a total of four (4) binders).
   C. Volume 3 (Technical): One (1) original and twelve (12) hard copies (for a total of thirteen (13) binders).
   D. Each Volume shall be provided in a separate three-ring binder (for a total of 30 binders).
   E. Each original must be clearly marked “Original” on its face and spine.
   F. Each copy of Volume 1 and 3 must be numbered 1 through 12 on its face and spine.
   G. Each copy of Volume 2 must be numbered 1 through 3 on its face and spine.
   H. The Offeror’s name and volume number must also be clearly marked on the face and spine.
2. Electronic Information - In addition to the written copies, each responding Offeror shall submit:
   A. Two (2) digital copies of Volumes 1, 2, and 3 in a read-only format on an encrypted searchable Universal Serial Bus (USB) drive 256-bit encryption. The USB drives shall be included with the SOQ in a sealed package separate from the set of binders.
   B. 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 same password shall be used for both USB drives.
3. General Format Requirements - Submittal page sizes, paper color and material, and spacing requirements are as follows:
   A. Submittals must be prepared on letter sized, 8-1/2” x 11”, white paper. Ledger sized, 11” x 17” pages are allowed for schematics, organizational charts, other drawings and schedules, but not for narrative text. Each page will be counted as a single page and included in the page limitation for Volume 3. Each side of

a ledger sized 11” x 17” page shall be counted as a single page. Ledger sized 11” x 17” pages should be used sparingly.

B. Printed lines may be single-spaced. Double-sided printing is encouraged.

C. Insofar as is practical or economical, all paper stock used should be composed of recycled materials.

4. Specific Requirements for Volume 1 General and Volume 2 Financial - Volumes 1 and 2 (as described in Part B) do not have page limitations and numbering or type and font size requirements.

5. Specific Requirements for Volume 3 Technical - Volume 3 (as described in Part B) consists of an Executive Summary and Technical Response with the following requirements:

   A. The Technical Response shall not exceed 110 pages in length, including any 11” x 17” pages. This page limit is inclusive of the Executive Summary. Pages in excess of these limits will not be considered.

      i. The Executive Summary shall not exceed ten (10) pages.

      ii. The Technical Response for the Delivery Period shall not exceed 50 pages.

      iii. The Technical Response for the Service Period shall not exceed 50 pages.

   B. Each printed side shall be considered one page.

   C. All pages shall be sequentially numbered (e.g. Page 1 of 50, Page 2 of 50, etc.).

   D. The font size in Volume 3 shall be no smaller than 12-point, other than in tables, diagrams, organization charts, and other such graphics, which may be no smaller than 10-point.

   E. A compliance matrix may be used to reference individual evidence documents to several qualification sections. Each section must be standalone in its compliance. i.e. the evidence must be referenced for each relevant section for it to be considered responsive.

6. All letters and forms shall be signed with wet signatures in ink. The wet signature letter and forms will be provided in the original sets with scanned PDF versions of the same in the written copy sets. Electronic signatures are not acceptable. Unless otherwise provided, all names and applicable titles should be typed or printed below the signatures.

Standard corporate brochures, awards, and marketing materials should not be included in a SOQ.

8.4 SOQ Submittal Requirements

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

If hand-delivered:

Attention: Rachael Wong
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814

If delivered by mail:

Attention: Rachael Wong
California High-Speed Rail Authority
770 L Street, Suite 620 MS 2
Sacramento, CA 95814

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

RFQ No. : _____

California High-Speed Rail Authority

Track and Systems Statement of Qualifications

Offeror: _____

Due to building access restrictions, Offerors who will hand deliver their SOQs are requested to notify the Authority's Designated Point of Contact identified in Part A.4.2 at least 24 hours before their anticipated arrival time.

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

Acknowledgment of receipt of SOQs will be evidenced by the issuance of a receipt by a member of Authority staff.

SOQs will be accepted and must be received by the Authority during normal business hours by the SOQ Deadline and time specified in Table 1 of Part A.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.

9.0 Evaluation Process

The Authority intends to use a two-step best value procurement process to select a Contractor to deliver the Project.

In this first step, 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 second step, the shortlisted Offerors will be invited to submit 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 for award of a design-build-maintain contract.

Evaluation of the SOQs will have two parts:

1. Pass/fail review, including the financial capability review (as described in Part A.9.2); and,
2. Technical scoring (as described in Part A.9.3).

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 of California.

The information provided in accordance with Part B of this RFQ will be evaluated using the criteria in this section.

9.1 General Responsiveness

Each SOQ will be evaluated for conformance to the RFQ instructions regarding organization and format 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, 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 track or systems experience (design, system integration, construction, testing, Verification and Validation (V&V), certification, maintenance or construction) was:

1. The Equity Member, Key Firm (or a role that is equivalent to a Key Firm) itself;
2. A controlled subsidiary of such Equity Member or Key Firm that had meaningful involvement in the Track and Systems contract performance; or,
3. A parent or sister company of the Equity Member or Key Firm, if such company serves as a Guarantor.

9.2 Pass/Fail Review

An Offeror must obtain a “pass” on all pass/fail items for its SOQ. Those SOQs not receiving a “pass” on all pass/fail items, as determined by the Authority in its sole discretion, may be excluded from further consideration and the Offeror will be so advised. 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, Transmittal Letter.

2. The SOQ contains a fully completed Form B, Offeror's RFQ/Proposal Manager, identifying the individual who will serve as the Offeror's RFQ/Proposal Manager for the duration of the Procurement process.
3. The SOQ contains a fully completed Form C, Identification of Offeror Team Members.
4. The SOQ contains a fully completed Form D, Information about Offeror, Equity Members, Key Firms, and Guarantors, for the Offeror, each Equity Member, each Key Firm, and any proposed Guarantor identified in Form C.
5. Neither the Offeror nor any other entity that has submitted 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 for at least three other states.
6. The information disclosed in Form E or Form F does not materially adversely affect the Offeror's ability to carry out the Project responsibilities that will be allocated to it should it be selected.
7. Actual, perceived, or potential organizational conflicts identified in 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.
9. The SOQ contains a fully completed Form H, Past Projects, for each project identified in response to Section B.1 of Part B, Volume 3, Past Performance. At least one Form H submitted is for a project with a Project Construction Value over $500 million.
10. The SOQ contains a fully completed Form I, Project Owner References, for each project for which the Offeror submitted a Form H.
11. The SOQ contains a fully completed Form J, Key Firm References, for each reference for each firm identified in a Key Firm position. Each firm identified in a Key Firm position shall have two references.
12. The Offeror makes the express, written commitments regarding Key Firm as required in Section D of Part B, Volume 1.
13. The Offeror or the Offeror Team is capable of obtaining a payment bond in the amount equal to the contract value, and a performance bond equal to 50 percent of the contract value, from a surety with an A.M. Best's Rating Service classification of "A-VI" or better as evidenced by a Surety Letter (Part B, Volume 1, Section B).

14. The Offeror has the financial capability to carry out the Project responsibilities 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 E, if necessary. The process for evaluating financial capability is described in more detail in Part A.9.2.1.
15. 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.
16. The Offeror identifies a firm to fill each of the Key Firm roles identified in Section D of Part B, Volume 1.

9.2.1 Financial Capability

The Project is a component of an integrated plan for developing the Program, as well as a component of a larger delivery schedule for the Program. Therefore, the Authority seeks Offerors with the financial capability to deliver the Project successfully to reduce financial and delivery risks such that the plan and timetable for developing the larger Program is not impacted.

The Authority will evaluate the financial capability of the Offeror, Equity Members and Guarantors, if any, based on review of the financial information required by Part B, Volume 2 of the RFQ. Financial capability will be evaluated on the extent to which the financial metrics of the Offeror, Equity Members, and Guarantors, as applicable, demonstrate adequate financial capacity to deliver a project with the indicated contract value.

The evaluation analyzes the Offeror's credit rating, financial statements, and other financial information against the criteria below. The evaluation will consider that Offerors may have materially different business models, capital and ownership structures, and where relevant to financial capacity, this may be considered in the evaluation of the Offeror's, Equity Members' and Guarantors' ability to deliver the Project.

Financial Capacity Criteria	Example of Financial Metrics	Maximum Score
Credit Rating (if applicable)	Rating provided by a nationally recognized rating agency (e.g., S&P, Fitch, or Moody's)	10
Profitability	Revenue growth, Earnings Before Interest, Tax, Depreciation, and Amortization growth, gross profit margin, operating margin, net income margin, return on equity, sources of revenue or financial support	10
Liquidity	Current ratio, quick ratio	10
Leverage	Interest coverage ratio, net assets to debt, debt-to-equity ratio, debt profile	10

Performance	Accounts receivable turnover, days of outstanding payables, inventory turnover, working capital, asset utilization	10
Other Material Financial Matters	Material Changes, off-balance sheet liabilities, legal matters, recent events, material obligations and contracts, assessment of Guarantor and its guarantee	10

The Financial Capacity will be assessed on a scale of 0 to 10 points based on the Offeror's financial capability against each of the above criteria. The Offeror must achieve a total minimum score of 30 otherwise the Offeror, Equity Members, and Guarantors, as applicable will be deemed non-responsive and will fail the evaluation.

9.3 Technical Scoring

Following or in conjunction with evaluation of each SOQ for responsiveness in Part A.9.1 and for all pass/fail items in Part A.9.2, the Authority will score each SOQ according to the criteria set forth below.

Each scored item as identified in Table 2 below will be evaluated as to how well it addresses the following criteria, as applicable:

- How well the Offeror demonstrates an understanding of all elements necessary to deliver the Project;
- How well the response demonstrates the Offeror's ability to deliver the Project; and,
- How well the Offeror demonstrates an understanding of the risks and challenges related to the Project, and how well it demonstrates its ability to manage those risks and challenges.

For each scored item as identified in Table 2, below, Offerors can receive a score of 0 percent, 50 percent, 70 percent, or 100 percent, as described below. These scores are based on the corresponding responses requested in Part B, Volume 3, Section B.

- 100 percent: The Offeror demonstrates a complete understanding or ability to perform to the stated requirements.
- 70 percent: The Offeror demonstrates an adequate understanding or ability to perform to the stated requirements.
- 50 percent: The Offeror demonstrates a minimal understanding or ability to perform to the stated requirements.
- 0 percent: The Offeror does not demonstrate an understanding or ability to perform to the stated requirements and cannot receive a score for this scored item because the response for this criterion does not provide sufficient information and/or contains significant unacceptable or uncorrectable weaknesses. **Offerors who**

receive a 0 in any criterion, will not receive a final score, and are not eligible to be shortlisted.

Table 2, below, identifies the scoring breakdown for each portion of the SOQ.

Table 2: Technical Scoring

	Technical Scoring Criteria	Possible Points
1.	**Management Competence - Delivery Period** Integration and Certification (scored item – 42 points) Program Management (scored item – 36 points) Organizational Structure (scored item – 24 points) Rail System Engineering (scored item – 18 points)	120
2.	**Rail Infrastructure Management - Delivery Period** 2.1 Maintenance Competence (scored item – 20 points) 2.2 RAMS/Asset Management (scored item – 12.5 points) 2.3 Operational Competence (scored item – 17.5 points)	50
3.	**Technical Competence - Delivery Period** 3.1 Railroad Technical Competence (scored item – 30 points)	30
4.	**Management Competence - Service Period** 4.1 Integration and Certification (scored item – 12 points) 4.2 Program Management (scored item – 24 points) 4.3 Organizational Structure (scored item – 9 points) 4.4 Rail System Engineering (scored item – 15 points)	60
5.	**Rail Infrastructure Management - Service Period** 5.1 Maintenance Competence (scored item – 30 points) 5.2 RAMS/Asset Management (scored item – 18 points) 5.3 Operational Competence (scored item – 72 points)	120
6.	**Technical Competence - Service Period** 6.1 Railroad Technical Competence (scored item – 20 points)	20
	Total Possible Points	**400**

The percentage awarded for each scored item will be multiplied by the available points for that section. The awarded points for each scored item will be added together to establish a total SOQ Score.

9.4 SOQ Evaluation Procedure

The Authority anticipates utilizing one or more committees to review and evaluate the Offeror's 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, including requesting Guarantor letters of support or additional Guarantor letters of support, or may 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, the Offeror's qualifications will be re-evaluated to factor in the clarifications and additional information.

The Authority will review technical scores and the financial pass-fail determinations, including strengths and weaknesses, to determine Offerors who can provide the strongest opportunity for successful delivery of the Project. 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 of California. The Authority anticipates shortlisting approximately the top three scoring Offerors.

Part B. Qualifications Statement

SOQ Organization

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

Volume 1 – GENERAL	
Section A	**General** 1. Form A: Transmittal Letter 2. Form B: Offeror's RFQ/Proposal Manager 3. Form C: Identification of Offeror Team Members 4. Form D: Information about Offeror, Equity Members, Key Firms, and Guarantors 5. Form E: Past Performance Certification 6. Form F: Organizational Conflicts of Interest Disclosure Statement 7. Form G: Overall Project Small Business Goal Commitment
Section B	**Surety Letter**
Section C	**Project Experience** 1. Form H: Past Projects 2. Form I: Project Owner References
Section D	**Key Firms** 1. Form J: Key Firms References
Volume 2 – FINANCIAL	
Section A	**Financial Statements**
Section B	**Credit Ratings**
Section C	**Material Changes in Financial Condition**
Section D	**Off-Balance Sheet Liabilities**
Section E	**Guarantor Letter of Support**
Volume 3 – TECHNICAL	
Section A	**Executive Summary**
Section B	**Technical Response** 1. Delivery Period 2. Service Period

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 who 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 correct, and accurately represent the role of the Equity Member's firm in the Offeror Team.

2. **Form B: Offeror's RFQ/Proposal Manager**
   A copy of the Offeror's RFQ/Proposal Manager Form.

3. **Form C: Identification of Offeror Team Members**
   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, Key Firms, and Guarantors**
   A separate copy of Form D must be completed for the Offeror, each Equity Member, each Key Firm, and each Guarantor, as applicable.

5. **Form E: Past Performance Certification**
   A separate copy of Form E must be completed for the Offeror, each Equity Member, each Key Firm, 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**
   Form G must be executed by the duly authorized official of the Offeror, each Equity Member, and each Key Firm.

Section B. Surety Letter

Evidence, provided in the form of a letter, from a surety or an insurance company shall indicate that the Offeror is capable of obtaining a performance bond and a payment bond for the Project. The amount of the bonds and the rating of the surety shall satisfy the bonding criteria described in Part A.9.2. 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 Offeror or Offeror Team's backlog, work-in-progress and financial condition including any proposed or anticipated changes in financial condition disclosed in response to Section B of Part B, Volume 2 in determining the Offeror's or Offeror Team's bonding capacity for NTP 1.

Offerors are advised that the Authority anticipates a payment bond in the amount of 100 percent of the estimated value of NTP 1 and a performance bond in the amount of 50 percent of the estimated value of NTP 1 will be required for the Project. As a result, the actual payment/performance and/or guarantee amounts may be in excess of the amounts referenced in this RFQ. The Authority anticipates that additional bonding will be required for the Service Period and for subsequent NTPs. The Authority shall delineate the specific bonding requirements, which will be consistent with applicable law, in the RFP.

Section C. Project Experience

1. **Form H: Past Projects**

   The Offeror and each Key Firm shall each submit a Form H for at least one, but not more than five past projects referenced in the narrative in the Technical Response and at least one of which shall be in excess of $500 million. At least one reference project for the Offeror and each Key Firm shall be similar in scope, size, or complexity as the Project to be constructed under this Contract. For projects in which more than one of the Offeror Team members was involved a single Form H is sufficient. A Form H shall be submitted for each project used as a case study in response to the requirements of Part B, Volume 3.

2. **Form I: Project Owner References**

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

Section D. Key Firms

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

   A separate Form J shall be submitted for each of the proposed Key Firm identified.

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

Volume 2 of the SOQ shall contain the following:

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 organization (i.e., Offeror, Equity Member, or Guarantor). Offerors shall identify any information that it believes is entitled confidentiality by placing the word "CONFIDENTIAL" on each page as described in Part A.5.3.

Section A. Financial Statements

Financial statements for the Offeror, each Equity Member of Offeror, 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 financial statements 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. **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.
7. **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.

Section B. Credit Ratings

If available, credit ratings and credit rating reports must be supplied for each Offeror, Equity Member, and Guarantor that submits financial statements with it SOQ. If credit ratings do not exist for any Offeror, Equity Member, 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 C. 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 Deadline 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. This must include an estimate of the impact on revenues, expenses, and the change in equity.

Equity statement must be provided separately for each Material Change and 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 Project from any recent material changes and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three 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. The analysis will consider financial support from a third-party or other entity for the Offeror, Equity Members, and Guarantors, if applicable.

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; or,
   B. Sustains charges exceeding five percent of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring;
7. Implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10 percent of the then shareholder equity; and,
8. 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 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.

Section E. 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 Project, then the affected member may propose a Guarantor that will provide a guarantee covering the performance and financial obligations of the affected entity 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 to demonstrate the financial capability to complete the Project, 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 to demonstrate financial capability.

The Authority may, in its discretion and based upon review of the information provided, specify that an acceptable Guarantor is required as a condition of shortlisting.

Volume 3 Executive Summary and Technical Response

Volume 3 of the SOQ shall contain the Executive Summary and the Technical Response.

Section A. Executive Summary

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Offeror's SOQ and its experience and ability to satisfy the technical requirements of the Project.

Section B. Technical Response

The Technical Response shall document and demonstrate the Offeror's qualifications for the Project and the Evaluation Criteria described in Part A.9.3, and in further detail below.

The Technical Response shall be broken into sections organized in the same order as this Part B, Volume 3, Section B.

The first three sections below discuss competencies required for the Delivery Period of the Contract, and the final three sections below discuss competencies required for the Service Period of the Contract.

1 Management Competence - Delivery Period

1.1 Integration and Certification

1.1.1 System Architecture Outline

The Offeror shall:

a. Provide a description of the purpose and use of a system architecture during the design and construction phases;
b. Identify the system architecture process deliverable(s);
c. Provide objective evidence of prior successful application of system architecture in comparable projects;
d. Provide a one-page system context diagram, identifying the major high-speed rail systems external systems and their key interfaces at development stages; and,
e. Provide a one-page high-level schematic system architecture presenting the major high-speed rail systems and subsystems, as well as their key interfaces at development stages.

1.1.2 Case Studies

The Offeror shall provide a description of projects managed at the development and construction stage where the firm oversaw the integration and/or certification of a full system including at least two among the three main subsystems of civil infrastructure, railroad system, and Rolling Stock.

A maximum of three projects shall be provided, all within the last 10 years, including at least one high-speed rail project.

The Offeror shall:

a. Provide evidence of the Offeror's experience in managing and leading such a team and in delivering the required level of conformance;
b. Provide evidence of relevant high-speed rail systems where maintenance strategies, principles and methodologies have been integrated into the design;
c. Demonstrate implementation and delivery of optimal asset performance;
d. Demonstrate proven success for a period of not less than five years; and,
e. Provide a list of client references for each of the presented projects.

Each Offeror's team members shall provide what its role was on the case studies submitted.

1.1.3 Verification and Validation System Principles

The Offeror shall:

a. Provide a description of the purpose and use of the V&V process;
b. Identify the key inputs, activities and major deliverables of the proposed V&V process;
c. Provide objective evidence of the successful application of the V&V process in comparable past projects;
d. Describe the approach and application of the V&V process throughout the Systems Development Life Cycle (SDLC);
e. Describe the use of supporting tools for the V&V process; and,
f. Describe how the use of the V&V process will lead to a successful high-speed rail system certification.

1.1.4 Independent Safety Assessor Plan Outline

The Offeror shall provide an overview of an Independent Safety Assessor (ISA) Plan outline, including:

a. The Offeror's ISA organization and how the ISA team interfaces with the Contractor, other Project Third Parties, and the Authority during the development stages;
b. The ISA's role and responsibility to verify and ensure a safe implementation of the railway system to the required standards throughout the entire project lifecycle;
c. The ISA's standards, methods and tools used to verify and ensure a safe implementation of the railway system; and,
d. Evidence of successful implementation of an ISA's program.

1.1.5 Software Quality Assurance Outline

The Offeror shall:

a. Provide evidence of how the Offeror's software engineering processes and methods are managed to ensure quality, including demonstrating compliance to International Organization for Standardization (ISO) 90003;
b. Submit examples of comparable project-specific software quality assurance plans used on the Offeror's previous projects;
c. Provide documented evidence that organization-wide quality assurance processes are in place and embedded, and of the standards such processes adhere to, including relevant certification; and,
d. Explain how these processes will be applied during the life cycle of a high-speed rail project.

1.1.6 Quality Assurance of Safety Critical Software Outline

The Offeror shall:

a. Provide an outline of their quality assurance processes in relation to safety critical software;
b. Provide evidence of compliance to ISO9001 and IEC1508, and particularly on high-speed rail systems EN50128;
c. Explain how they intend to demonstrate compliance to these standards throughout the lifecycle of the project; and,
d. Provide evidence of how the required processes have been applied on comparable projects undertaken by the Offeror.

1.1.7 Railroad System Engineering Principles

The Offeror shall:

a. Provide a case study demonstrating compliance with EN 50126;

b. Provide a System Engineering Management Plan (SEMP) outline presenting the Offeror's holistic, structured and cross-functional engineering management approach providing the assurance that the high-speed rail system will achieve its performance requirements; and,
c. Provide objective evidence of successful application of the Offeror's SEMP in comparable past projects.

The Offeror's SEMP outline shall:

a. Describe the SDLC phases;
b. Describe the technical management processes (e.g. deliverables, schedule, technical risk) and how they will be integrated with the program/project management functions;
c. Describe the technical, cross-cutting, and specialty engineering processes, including but not limited to Requirements Management (RM), system decomposition, interface & integration management, V&V, system certification, integration of safety & security (including cyber security), RAMS, Electromagnetic Interference/ Electromagnetic Compatibility (EMI/EMC), and asset management;
d. Demonstrate their understanding, approach and application of a technical critical path; and,
e. Describe how one or more systems (e.g. trackwork) can be fast-tracked while maintaining the system integrity.

1.2 Program Management

1.2.1 Program Management Plan Outline, Executive Summary

The Offeror shall provide an outline Project Management Plan outline, including as a minimum:

a. An executive summary;
b. Proposed partnering agreements including roles and responsibilities for each partner;
c. Proposed organizational structure (high-level); and,
d. An outline of the following documents: Schedule, high-level Work Breakdown Structure, Quality Plan, and Risk Register.

1.2.2 Strategy for Competence and Training

The Offeror shall:

a. Provide an example of a mobilization plan carried out on a similar project;

b. Provide a mobilization plan outline for the development period explaining the vision necessary for the project to succeed and articulating a strategy to fill these positions from deployment to certification and start of operation; and,
c. Provide an outline of a training plan strategy to progressively limit the use of expatriate personnel, due to the duration of the Contract, and taking into account the possibility that there may currently be limited availability of personnel with high-speed rail experience in the State of California and within the United States.

In both outlines, the Offeror shall demonstrate a clear understanding of the work-environment (laws, standards, training and educational system, unions, etc.) in the State of California.

1.2.3 Schedule Performance Evidence

The Offeror shall:

a. Provide examples of projects of similar complexity and strict milestones, demonstrating successful on-time delivery; and,
b. Explain what processes, means and tools were deployed to keep the schedule under control, the plans to recover from delays, and the means and methods for eventual acceleration.

1.2.4 Configuration Management

The Offeror shall:

a. Provide a Configuration Management Plan outline addressing its Configuration Management organization and strategy for achieving Configuration Management objectives consistent with industry standards (e.g. IEC/ISO/IEEE 15288 “Systems and Software Engineering”, ISO/IEC 10007 “Quality management systems Guidelines for configuration management”, INCOSE [International Council of Systems Engineering] Systems Engineering Handbook); and,
b. Address interfaces with third parties and the Authority.

The scope of Configuration Management includes the current work-in-progress and released status of delivered assets and applicable design and development documentation, technical requirements, and the Offeror’s processes and procedures.

1.2.5 Understanding and application of EN55001 standard

The Offeror shall demonstrate an understanding of how EN55001 standards will be applied to the Work.

1.2.6 Environmental Management Plan Outline

The Offeror shall:

a. Provide an Environmental Management Plan outline to demonstrate its approach in complying with NEPA/CEQA requirements of the project environmental documents and governmental approvals, including: (i) the specific protocols, procedures, systems, and/or programs that will assure the Authority that the environmental responsibilities are correctly identified and clearly defined, and (ii) compliance with environmental obligations which will be implemented and demonstrated through sufficient documentation;
b. Provide evidence of successful application of the Offeror's approach to environmental requirements in comparable past projects;
c. Describe the means and methods it will use to deal with any complementary environmental permit which would be requested to obtain; and,
d. Outline how the Environmental Management Plan will be implemented including a brief description of the main disposition which will be implemented to cover the main environmental aspects including and not limited to air and water protection, waste management, noise, and vibration during construction.

1.2.7 Safety Management Plan Outline

The Offeror shall:

a. Provide a Safety Management Plan outline including its safety organization and strategies to ensure the achievement of the highest practical level of operational safety during the system design, construction, and testing period. The Safety Management Plan shall differentiate the following aspects: (i) construction safety; (ii) railway operation safety during construction and testing (including but not limited to energization, work train and test train traffic management and safety, and track put out service); and (iii) elaboration of the Track and System safety case;
b. Describe the principles and methods for determining the safety risks during the high-speed rail system life cycle. The plan shall define the processes for identifying, evaluating and resolving safety hazards and the means and method to integrate the safety functions and activities throughout the system and its organizational structure;
c. Describe the responsibility and accountability for safety during the whole life cycle; and,
d. Describe the process for the documentation and certification of safety activities.

1.3 Organizational Structure

1.3.1 Organizational Architecture

The Offeror shall:

a. Provide a chart showing the architecture of the relationship between all the partners and main sub-contractors; and,

b. Identify the structure and approach the organization will use to meet its objectives at various stages of the project life cycle and eventually how the Partners organization will evolve according to these phases.

The architecture shall highlight the reporting channels. This chart shall include all Key Firms identified in Part C, Exhibit A, Section 2, as well as all other identified team members necessary to complete the Work.

The Offeror shall demonstrate how it intends to identify and correct any misalignments.

1.3.2 Organizational Responsibilities

The Offeror shall:

a. Provide a chart of the main firms within the organization at the development stage and with the reporting relation and scope responsibilities between them; and,
b. Provide a high-level RACI identifying the main responsibilities by firm necessary to meet the objective of the contract.

1.4 Rail System Engineering

1.4.1 Experience with proposed partners

The Offeror shall provide case studies that demonstrate successful delivery with principle partners, including for all major systems elements, detailing length of previous partnerships and contractual agreement types, and including client references.

1.4.2 Construction Management principles

The Offeror shall provide case studies that demonstrate the construction philosophy and high-level methodologies per discipline, including but not limited to:

a. The construction safety approach, including railway operation safety during construction and testing;
b. Worksite co-ordination between disciplines/sub-contractors;
c. Plant and machinery strategy;
d. Management of shared access with third party Authority contractors; and,
e. Quality control processes.

1.4.3 Technical integration during Design

The Offeror shall provide case studies that:

a. Demonstrate how it manages technical integration during the design process; and,
b. Provide the design management approach/outline plan, process for multi-discipline checks and design conflict resolution; including client references.

2 Rail Infrastructure Management Delivery Period

2.1 Maintenance Competence

2.1.1 Case Studies

The Offeror shall provide evidence of relevant high-speed rail system maintenance and overhaul strategies, principles and methodologies; demonstrate implementation and delivery of optimal asset performance and proven success for a period of not less than five years.

2.1.2 Maintenance Management Plan (Summary Outline)

For a comparable high-speed railroad, the Offeror shall:

a. Provide details of Reliability, Availability, Maintainability, and Safety (RAMS) targets over a five-year in-service period;
b. Provide actual RAMS numbers achieved and provide direct comparison between targets and actual values;
c. Describe its approach to facilitating a client to achieve regulatory approval of key maintenance philosophies, covering functional integration and organizational sizing;
d. Demonstrate how compliance is monitored and measured and, where required, continual improvement is achieved; and,
e. Provide an example report that demonstrates how the Maintenance Management Plan functions to deliver good Asset Stewardship.

2.2 Asset Management/RAMS

2.2.1 Asset Management

The Offeror shall:

a. Provide evidence that it has undertaken the role of Asset Manager for a complex rail system including the implementation of ISO55001 principles (or equivalent) and Enterprise Asset Management (EAM) technologies throughout delivery, testing and commissioning;
b. Provide their Asset Management Principles, in the form of a draft Asset Management Strategy to explain how they will implement the requirements of ISO55001 Asset Management Systems (or equivalent) and EAM technologies throughout delivery, testing and commissioning; and,
c. Provide its Asset Management proposal, in the form of an outline Asset Management Plan, to explain how it will manage the Rail Infrastructure assets.

2.2.2 System Integration Principles

The Offeror shall:

a. Describe the managerial and engineering processes required for equipment renewal activities during the development phase of the system, to achieve a fully integrated High-Speed Rail System including its own contract but also Civil Infrastructure, Rolling Stock, Stations and the Operator;

   Describe how it will manage the integration of the system elements including hardware, software, etc.;

b. Provide objective evidence of prior successful application of the V&V process in comparable projects;

c. Describe the technical management processes (e.g. planning and scheduling of construction activities, risk management, etc.) and how they will be integrated with the operations, maintenance, and asset management functions; and,

d. Describe the technical, cross-cutting, and specialty engineering processes, including but not limited to RM, interface & integration management, safety & security, RAMS, EMI/EMC, V&V and re-certification process.

2.2.3 Reliability, Availability, Maintainability, and Safety

The Offeror shall:

a. Provide a Reliability, Availability, Maintainability, and Safety (RAMS) Management Plan Outline, including the Offeror's RAMS organization and strategy to achieve the RAMS performance estimate provided by the Offeror in 2.2.4;

b. Provide evidence of the experience of the Offeror's RAMS expertise and objective evidence on how it successfully managed RAMS objectives on a previous project of similar size and complexity; and,

c. Include a list of RAMS standards, methods and tools used on Track and System Projects designed and/or built and/or maintained by the Offeror (including software licenses list).

2.2.4 On Time arrival, MTBSI, and Mean Time to Return to Service (MTTRS) evidence

The Offeror shall:

a. Provide RAMS performance measured on operating Track and System projects designed and/or built and/or maintained by the Offeror; and,

b. Describe how to apply RAMS expertise to this project.

2.3 Operational Competence

2.3.1 Operational Principles and Strategy Overview

The Offeror shall describe their approach for achieving regulatory approval for operating principles, including timeline and milestones.

2.3.2 Recovery Management Overview

The Offeror shall describe its process for the identification of possible failure modes affecting operations and describe its principles to mitigate failure modes frequency or impact.

3 Technical Competence Delivery Period

3.1 Railroad Technical Competence

3.1.1 Track System

The Offeror shall demonstrate the competence to design and build a complete track system with a design speed of 250 mph, including:

a. Details of the approach to verify and validate the design and build;
b. Evidence of understanding the requirements of a high-speed track system;
c. Using high-speed rail examples, evidence the ability to build a track system (both ballasted and non-ballasted) across multiple geographical locations and on various structure and earthwork types;
d. Knowledge of relevant European Standards (EN); and,
e. Evidence of coordinating design and build activities with 3rd party track owners.

3.1.2 Operations Control Center

The Offeror shall demonstrate competence in:

a. Design and build of an Operations Control Center (OCC) used for the dispatching, control and infrastructure management of a high-speed rail network; and,
b. The design elements required to build an OCC including:
    i. Civil;
    ii. M&E;
    iii. Ergonomic; and,
    iv. Utilities design.
c. How the spatial and technical requirements for all RIS disciplines are coordinated and incorporated into the design and build of an OCC.

3.1.3 Rail Electrification

The Offeror shall provide its approach to:

a. Design and build a rail electrification autotransformer 25Kv-0-25Kv AC system with capacity for 12 trains per-hour per direction at 250mph;
b. Verifying and validating the design and build of the system;
c. Knowledge of relevant European Standards (EN); and,
d. Its strategy for management and control of the rail electrification system including location of an electrical control room and associated staff, and a typical process for remote isolation of sections of the system.

3.1.4 Signaling/Automatic Train Control

The Offeror shall provide its technical approach to:

a. Designing and building a signaling system capable of controlling 12 trains per-hour per direction at design speeds of up to 250mph; and,
b. Verifying and validating the signaling system and the approval process to demonstrate readiness for operation including submission of a testing and commissioning plan used on a previous high-speed rail project.

The Offeror shall provide previous evidence of experience in designing and building signaling systems for high-speed railroads specifying the technologies used.

3.1.5 Telecommunications system

The Offeror shall provide its approach to:

a. Designing and building a multi layered digital telecommunications system in a high-speed rail environment; and,
b. Providing cyber security provisions and interfaces with 3rd party networks;
c. Case studies from previous work that is in existing operation, listing the technologies used and applications transmitted over the network; and,
d. Details of radio systems designed and built for safety critical voice and data communications in a high-speed rail environment.

3.1.6 The complete RIS and its interfaces

The Offeror shall demonstrate:

a. Its understanding of the high-speed RIS that will comprise the Contract;
b. Evidence of instances where the Offeror has successfully designed, built and integrated equivalent high-speed railroad systems comprising multiple technical disciplines that have been in service for a minimum of five years;
c. How the interfaces between the comprising elements of the system were managed; and,

d. How individual system elements were coordinated and successfully interfaced at the design and build stages.

3.1.7 Ancillary-Supervisory Control and Data Acquisition (SCADA), CCTV, Tunnel Systems, Warning Systems

The Offeror shall provide evidence of:

a. Ancillary systems that they have designed and built on high-speed rail systems including:
   i. Public Announcement & Voice Alarm System;
   ii. CIS;
   iii. SCADA;
   iv. CCTV;
   v. Intrusion Detection;
   vi. Tunnel Alarms; and,
   vii. Warning Systems.
b. Its understanding of the ancillary systems that will need to be deployed on the system given the geography the alignment runs; and,
c. Its understanding of the interfaces and connection types between the ancillary systems and how data to/from ancillary systems is transmitted, recorded, and displayed.

4 Management Competence Service Period

4.1 Integration and Certification

4.1.1 System Architecture Outline

The Offeror shall:

a. Provide a description of how it will transition the system architecture from delivery to the service phase;
b. Provide a description of the system architecture process deliverable(s), and for which other processes those deliverables should be used during the Service Period;
c. Include a one-page system context diagram, identifying the major external systems and its key interfaces during in-service; and,
d. Include a one-page high-level schematic system architecture presenting the major high-speed rail systems and subsystems and its key interfaces during in service.

4.1.2 Case Studies

The Offeror shall:

a. Provide a description of several projects (a maximum of three, with at least one being high-speed rail) managed in the last 10 years at operation and maintenance stages where the firm oversaw integration for a full system, including at least two out of three main sub-systems civil infrastructure, railroad system, Rolling Stock, and/or of certification for the system;
b. Provide evidence of relevant high-speed rail system maintenance plans, principles and methodologies used on a similar system in size and complexity;
c. Demonstrate its implementation and delivery of optimal asset performance and proven success for a period of at least five years; and,
d. Include client references for each of the presented projects.

If the integration and certification experience is spread among several sub-contractors, then the Offeror shall provide evidence of the experience in managing and leading such a team and in delivering the required level of conformance.

4.1.3 Verification and Validation System Principles

The Offeror shall:

a. Provide a description of the purpose and use of the V&V process during the Service Period;
b. Identify the key inputs, activities and major deliverables of the proposed V&V process;
c. Provide evidence of prior successful application of the V&V process in comparable situation on other projects;
d. Describe the approach and application of the V&V process throughout the SDLC;
e. Describe the use of supporting tools for the V&V process; and,
f. Describe the use of the V&V process leading to successful high-speed rail system certification of any system or sub-system update or renewal.

4.1.4 Independent Safety Assessor Plan Outline

The Offeror shall provide an ISA Plan outline for the Service Period, including:

a. ISA organization and how the ISA team interfaces with the other Contractors, third parties and the Authority;
b. ISA role and responsibility to verify and ensure a safe implementation of the railway system to the required standards throughout the entire Service Period;
c. Standards, methods and tools used to verify and ensure a safe implementation of any update or renewal of the railway system; and,
d. Evidence of successful implementation of an ISA program in similar circumstances.

4.1.5 Software Quality Assurance Proposal Outline

The Offeror shall:

a. Provide evidence of how software engineering processes and methods are managed to ensure quality, including demonstrating compliance to ISO90003;
b. Provide examples of comparable project specific software quality assurance plans used on their previous high-speed rail projects;
c. Provide documented evidence that organizational-wide quality assurance processes are in place and embedded and the standards such processes adhere to including relevant certification; and,
d. Explain how these processes will be applied during the life cycle of a high-speed rail project.

4.1.6 Quality Assurance of Safety Critical Software Outline

The Offeror shall:

a. Provide an outline of its quality assurance processes in relation to safety critical software;
b. Provide evidence of compliance to ISO9001 and IEC1508, and particularly on high-speed rail systems EN50128;
c. Explain how the Offeror intends to demonstrate compliance to these standards throughout the lifecycle of the project; and,
d. Provide evidence of how the required processes have been applied on equivalent projects undertaken by the Offeror.

4.1.7 Railroad System Engineering Principles

The Offeror shall:

a. Provide a system SEMP outline describing the Offeror's holistic, structured and cross-functional engineering management approach providing the assurance that the high-speed rail system will achieve its performance requirements; and,
b. Provide evidence of prior successful applications of the Offeror's SEMP in comparable projects.

The Offeror's SEMP outline shall include:

c. Offeror's SDLC, including the SDLC phases, milestones, associated submittals, and corresponding configuration management baselines;
d. Technical management processes (e.g., deliverables, schedule, technical risk) and how they will be integrated with the program/project management functions;
e. Understanding, approach and application of a technical critical path;

f. Technical, cross-cutting, and specialty engineering processes, such as RM, system decomposition, interface & integration management, V&V, system certification, integration of safety & security (including cyber security), RAMS, EMI/EMC, and asset management; and,

g. How one or more systems (e.g. trackwork) can be fast-tracked while maintaining system integrity.

4.2 Program Management

4.2.1 Program Management Plan Outline, Executive Summary

The Offeror shall provide a Project Management Plan outline to include:

a. An executive summary;

b. Proposed partnering agreements detailing roles and responsibilities for each partner;

c. Proposed organizational structure (high-level);

d. An outline of the following documents: schedule, high-level work breakdown structure, quality plan, risk register; and,

e. Indicative workforce resource levels per discipline.

4.2.2 Strategy for Competence and Training

The Offeror shall:

a. Provide a mobilization plan outline for the Service Period describing a strategy to fill necessary positions for the duration of the contract; meaning from deployment to the operation and maintenance of the infrastructure;

b. Describe a strategy to transition staffing from the development phase to in-service phase and how to demobilize or re-classify the personnel from the development stage; and,

c. Demonstrate a clear understanding of the work environment (laws, standards, training and educational system, unions, etc.) in the State of California.

Due to the duration of the contract and tacking into account the possibility that there may currently be limited availability of personnel with high-speed rail experience in the State of California and within the United States, the Offeror will provide an outline of a training plan strategy to progressively limit the use of expatriate personnel.

4.2.3 Schedule Performance Evidence

The Offeror shall:

a. Provide examples of projects of similar complexity with strict milestone and demonstrate how it succeeds to manage the infrastructure without any impact on operation and delivering maintenance works and upgrades in a timely manner;
b. Describe what processes, means and tools were deployed to keep the schedule under control, what were the mitigation plans to recover any delays and the means and methods for eventual acceleration; and,
c. Provide their understanding of the main schedule risks of the high-speed rail system and describe the means and methods to meet the main milestones of the contract.

4.2.4 Configuration Management

The Offeror shall provide a Configuration Management Plan outline addressing the Offeror's Configuration Management organization and strategy for achieving objectives consistent with industry standards (e.g., IEC/ISO/IEEE 15288 "Systems and Software Engineering", ISO/IEC 10007 "Quality management systems Guidelines for configuration management", INCOSE Systems Engineering Handbook). This Outline shall also address interfaces with third parties and the Authority.

The scope of Configuration Management applies to configurations of delivered assets and applicable design and development documentation, technical requirements, and the Offeror's processes and procedures.

4.2.5 Understanding and Application of EN 55001 Standard

The Offeror shall demonstrate an understanding of how EN 55001 standards will be applied to the Work.

4.2.6 Environmental Management Plan Outline

The Offeror shall provide an Environmental Management Plan outline to be implemented during the Service Period that describes the main disposition which will be implemented to cover the main environmental aspects including and not limited to natural resources, which may include but is not limited to maintenance of wildlife and their movement and habitat, air and water protection, waste management, noise, vibration.

4.2.7 Safety Management Plan Outline

The Offeror shall provide a Safety Management Plan outline including:

a. Safety organization and strategies to ensure the achievement of the highest practical level of operational safety;
b. Principles and methods for determining the safety risks during the high-speed rail system lifecycle;
c. Processes for identifying, evaluating and resolving safety hazards;

d. Means and method to integrate the safety functions and activities throughout the high-speed rail system and its organizational structure;
e. Vision of the responsibility and accountability for safety during the whole life cycle; and,
f. Process for the documentation and certification of safety activities.

4.3 Organizational Structure

4.3.1 Organizational Architecture

The Offeror shall:

a. Provide a chart showing the architecture of the relationship between all the main and sub-contractors during the Service Period;
b. Identify the structure and approach the organization will use to meet its objectives at the different stages of the project life cycle, and how the partners' organization will evolve according to these phases. The architecture shall highlight the reporting channels; and,
c. Demonstrate how it intends to identify and correct any misalignments.

4.3.2 Organizational Responsibilities

The Offeror shall:

a. Provide a chart of the main firms within the organization with the reporting relation and scope responsibilities between them; and,
b. Provide a high-level RACI (Responsible, Accountable, Consulted, and Informed) matrix identifying the main responsibilities by each firm necessary to meet the objectives of the contract.

4.4 Rail System Engineering

4.4.1 Experience with Proposed Partners

The Offeror shall provide case studies that demonstrate successful delivery with principal partners for all major systems elements, the length of previous partnerships and contractual agreement types.

The Offeror shall also provide client references.

4.4.2 System Integration Outline

The Offeror shall provide case studies that demonstrate how they manage system integration during the Service Period.

5 Rail Infrastructure Management Service Period

5.1 Maintenance Competence

5.1.1 Case Studies

The Offeror shall provide evidence of:

a. Relevant high-speed rail system maintenance and overhaul strategies, principles and methodologies; and,
b. Implementation and delivery of optimal asset performance and proven success for a period of at least five years.

5.1.2 Maintenance Management Plan (Summary Outline)

For a comparable high-speed railroad, the Offeror shall:

a. Provide details of RAMS targets over a five-year in-service period;
b. Provide actual RAMS numbers achieved in the same five-year period and provide direct comparison between targets and actual values;
c. Describe its approach to achieving regulatory approval of key maintenance philosophies, including functional integration and organizational sizing;
d. Demonstrate processes, systems and standards that safely and efficiently deliver the RAMS targets and the Asset Condition Score (whole-life-cost);
e. Demonstrate how process compliance is monitored and measured and how continual improvement is achieved, where required;
f. Provide evidence of asset management and enterprise performance requirements integration with the Maintenance Management Plan; and,
g. Provide an example report that demonstrates how the Maintenance Management Plan functions to deliver good Asset Stewardship.

5.2 Asset Management/RAMS

5.2.1 Asset Management Plan Outline

The Offeror shall provide evidence that it has undertaken the role of Asset Manager for an in-service complex rail system, including the implementation of EN 55001 principles or the equivalent, and EAM technologies.

The Offeror shall provide a draft Asset Management Strategy to explain:

a. Its Asset Management Principles showing how it will implement the requirements of EN 55001 Asset Management Systems (or its equivalent) and EAM technologies for the Service Period; and,

b. Its Asset Management Proposal showing how it will manage the Rail Infrastructure assets according to the contract requirements and its Asset Management Strategy for the Service Period.

5.2.2 System Integration Principles

The Offeror shall:

a. Provide a description of the managerial and engineering processes required for equipment renewal activities during operation and maintenance of the high-speed rail system and the replacement of any defective and/or obsolete high-speed rail system elements including hardware, software, etc.;
b. Provide evidence of prior successful application of the V&V process in comparable projects;
c. Describe the technical management processes, such as the planning and scheduling of replacement activities, risk management, etc., and how they will be integrated with the operations, maintenance, and asset management functions; and,
d. Describe the technical, cross-cutting, and specialty engineering processes, including but not limited to RM, interface and integration management, safety and security, RAMS, EMI/EMC, V&V and re-certification process.

5.2.3 Reliability, Availability, Maintainability, and Safety

The Offeror shall:

a. Provide a RAMS Management Plan Outline for the Service Period, including the Offeror's RAMS organization and strategy to achieve the RAMS performance estimate as provided by the Offeror in section 5.2.4 below;
b. Provide evidence of the Offeror's RAMS expertise; and,
c. Provide a list of RAMS standards, methods and tools used on track and system projects designed, built, and/or maintained by the Offeror, including a software licenses list.

5.2.4 On Time Arrival, MTBSI and MTTR Evidence

The Offeror shall:

a. Provide an overview on how they will measure and follow-up on RAMS performance during the Service Period, as defined in the Technical Specification;
b. Provide its vision on how to maintain the high level of performance requested and how to deal with any degradation of results; and,

c. Provide a gap analysis, or a carry-over ratio, between the proposed high-speed rail system and operating a design proven track and systems project designed, built, and/or maintained by the Offeror.

5.3 Operational Competence

5.3.1 Operational Principles and Strategy Overview

The Offeror shall provide its description of an operations strategy to include an outline of an operations manual and examples from other track and systems projects designed, built, and/or maintained by the Offeror.

5.3.2 Recovery Management

The Offeror shall provide a contingency plan to repair failures and minimize impact on train service performance, along with evidence of such from other track and systems projects designed, built, and/or maintained by the Offeror.

6 Technical Competence Service Period

6.1 Railroad Technical Competence

6.1.1 Track System

The Offeror shall demonstrate:

a. Ability to operate and maintain the track system of a high-speed railroad;
b. Understanding of the requirements of operating and maintaining the high-speed rail system considering performance and availability requirements, service patterns and track access, as well as the on-track machinery and staff required to maintain a track system the length of the Project; and,
c. Understanding of the maintenance of way facilities required for a track and systems the size of the Project, including the number of staff at each location and maintenance schedules.

6.1.2 Overhead Contact System

The Offeror shall demonstrate:

a. Ability to operate and maintain a high-speed Overhead Contact System (OCS);
b. Understanding of the complexities and limitations of operating and maintaining a high-speed OCS; and,
c. Understanding of the applications of motorized operating switches and fast earth devices to provide safer and shorter maintenance of the system.

6.1.3 Rail Electrification

The Offeror shall demonstrate:

a. Ability to operate and maintain a high-speed rail electrification system;
b. Understanding of the complexities and limitations of operating and maintaining the system on a high-speed railroad;
c. How the rail electrification system will be operated, including system management from an electrical control officer; and,
d. How maintenance of the system will be given in the form of isolations from the Electrical Control Office.

6.1.4 Signaling / Automatic Train Control System

The Offeror shall demonstrate:

a. Ability to operate and maintain a high-speed rail signaling system; and,
b. Understanding of the complexities and limitations of operating and maintaining the system on a high-speed railroad.

6.1.5 Telecommunications System

The Offeror shall demonstrate:

a. How the telecommunications system will be operated and maintained, including network management and the reporting of alarms;
b. How the Offeror will ensure the system can be operated and maintained without any disruption to services and/or systems; and,
c. How the Offeror will ensure a thirty-year service lifecycle considering obsolescence.

6.1.6 The Complete RIS and its Interfaces

The Offeror shall demonstrate:

a. Ability to operate and maintain whole RIS, using examples of systems the Offeror has been operating and maintaining for a minimum five-year in-service period, specifying the sub-systems operated and maintained; and,
b. How the operation and maintenance of each component of the RIS has been coordinated and integrated to minimize system downtime and maximize operational efficiency.

6.1.7 Ancillary-SCADA, CCTV, Tunnel Systems, Warning Systems

The Offeror shall demonstrate:

a. Ability to operate and maintain multiple ancillary systems over a minimum five-year period in a high-speed rail environment;
b. How the ancillary systems are managed and alarms are reported where applicable;
c. The understanding of how to interface and manage third parties, such as emergency services; and,
d. How system information is coordinated to and from external sources.

6.1.8 Operations Control Center

The Offeror shall demonstrate:

a. Ability to operate and maintain an OCC by providing examples where the Offeror has been operated and maintained in-service OCCs for a minimum five-year period;
    i. Scalability; and,
    ii. Obsolesce management.
b. Understanding of the staffing levels required to operate and maintain an OCC including:
    i. Dispatchers;
    ii. Electrical control officers;
    iii. Maintenance technicians of each discipline;
    iv. Technicians' facilities; and,
    v. Supervisory management.

Part C. Exhibits

Exhibit A: Description of the Project and Work

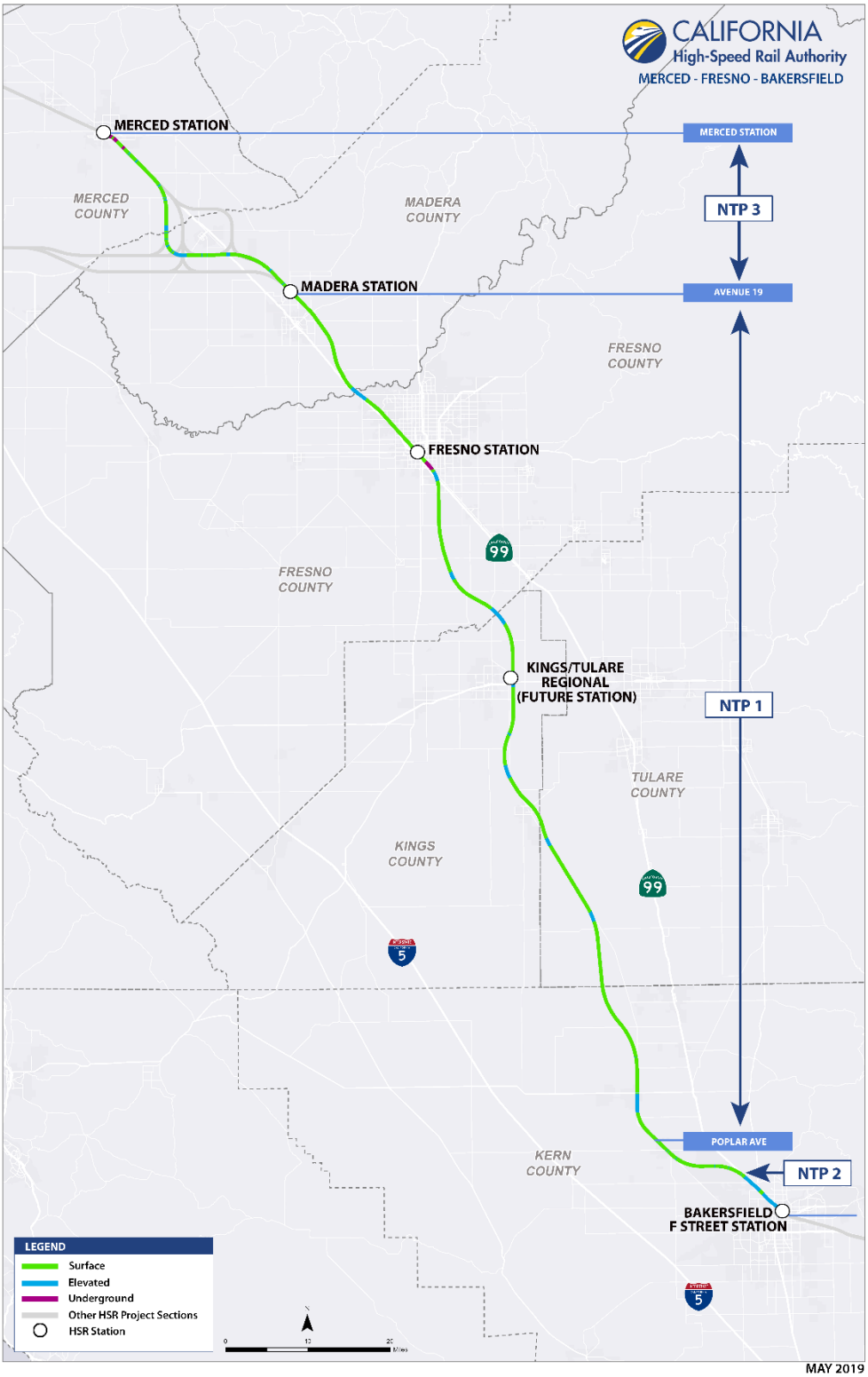
Exhibit B: System Integration and Certification

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

Exhibit D: Forms

Exhibit A: Description of the Project and Work

Figure 1: NTP 1-3 Limits of Work Map



Section 1. Draft Scope of Work: Track and Systems

The services, labor, materials, and Work to be provided and performed by the Contractor include, but are not limited to the following general categories of scope:

1. Project and Program Management
2. Safety Management, including construction safety, railway operation during construction and testing, and the safety case
3. Scheduling
4. Construction Management
5. Maintenance Planning, Management and Delivery
6. Asset Management
7. RAMS Management
8. Assessment of and compliance with applicable codes, regulations, laws, legislation and standards and technical requirements through a certification process
9. Completing, coordinating, securing approval, and executing final permitting and utility agreements
10. Competence management for all staff engaged in working on the Project
11. Development and delivery of all training required to gain, or maintain, competence of staff working on the Project
12. Configuration Management and Change Control
13. Environmental mitigation and environmental commitments as applicable within the limits of Track and Systems work
14. Implementation of environmental impact mitigation, monitoring, and reporting
15. Regulatory permit revisions or amendments
16. Environmental reevaluations or addendum, supplemental, or subsequent environmental documents
17. Survey and mapping
18. Subsurface investigations
19. Geotechnical engineering and seismology
20. System Engineering to include Principles, System Architecture, Interfaces, Integration, Validation and Verification
21. Independent Safety Assessment
22. Production of any, and all, documentation required to support the Authority in its applications for all regulatory approvals, including the System safety case
23. Collaboration with other Authority contractors to integrate systems, this includes, but is not limited to, the Trainset supplier

24. Delivery of high-speed rail system assets to include, Track System, Traction Power, OCS, Telecommunications, SCADA, Train Control Systems, Safety & Security systems and ancillary systems.
25. Delivery of any civil engineering required, not provided by the Authority, to facilitate the installation and operation of the high-speed rail system
26. Delivery of rail connections to adjacent neighbor railroads to include system integration and safety validation in collaboration with the neighbor railroad
27. Design, integrate and deliver, as part of the high-speed rail system, the Operations Control Centre (OCC)
28. Quality control and quality assurance for design (to include any software provided), and construction
29. Community relations
30. Coordination with local communities, including private stakeholders; ranchlands; commercial, residential and agricultural interests; and property owners
31. Quality inspection and testing (including evidence keeping for audit purposes)
32. Risk identification and management
33. Construction safety and security program
34. Preparation of CADD as-builts, inclusive of consolidated service drawings
35. Interface coordination for in-scope Work as well as future work by others, including schedule and shared site access coordination
36. Coordination with adjacent high-speed rail work
37. Coordination with jurisdictional authorities (local governments, California Public Utilities Commission, FRA, Caltrans, etc.) and third-party stakeholders (public and private entities, such as utility companies, etc.)

Provision of other related services associated with the design and construction of the Project and necessary to ensure the Project's ultimate readiness for high-speed passenger rail operations. The selected Offeror shall provide final design and construction, operation and maintenance for the following:

All RIS, including, but not limited to, Track System, Traction Power, OCS, Telecommunications, Train Control Systems, Safety and Security Systems and all high-speed rail associated ancillary systems.

Where required, and when not provided by the Authority, the Offeror shall provide all civil elements required to facilitate the provision of the RIS. The Base Design Criteria, containing all civil work to be provided by the Authority, will be included with the RFP.

The scope of work includes:

a. All work to design, procure, construct, install, integrate, validate, verify, certify, test, commission, operate and maintain;
b. The maintenance and asset management responsibilities for the civil infrastructure provided by the Authority;

c. Clearing and grubbing of construction sites for maintenance facilities and other systems support facilities, such as RIS sites and traction power substations; and,
d. Design, permitting, and construction of permanent storm water management.

The RFP will more clearly delineate the Project limits and scope of work responsibilities described above. Please refer to Figure 1 above for a visual depiction of project termini.

Section 2: List of Key Firms

The minimum Key Firms that shall be identified in the SOQ are listed below. The Offerors shall identify firms to fill each of the lead firm roles listed below on Form C: Identification of Offeror Team Members. The Offerors should also list additional functionalities identified as necessary to complete the Work, with the following Key Firms serving as a required minimum. Identified firms may fill more than one role, but must be qualified for each role they are anticipated to lead.

- Lead Ancillary (including but not limited to SCADA and CCTV)
- Lead Configuration Management
- Lead Construction Management
- Lead Environmental Management
- Lead Maintenance of Way Facility
- Lead Overhead Contact System
- Lead Operations Control Center
- Lead Program Manager
- Lead Rail Electrification
- Lead Rail Operations
- Lead RAMS/Asset Management
- Lead Construction Safety
- Lead Railway Operation Safety During Construction and Testing
- Lead Safety Case
- Lead Track Designer
- Lead Trackwork Constructor
- Lead Train Control
- Lead System Integrator
- Lead Telecommunications Systems
- Lead Verification and Validation
- Lead Electromagnetic Compatibility
- Lead Electrical and Mechanical Systems (Heating, Ventilation, Air Conditioning, pumps, distribution power)

The Offeror should identify other lead team members anticipated to perform key functions in addition to these required firm team members.

Exhibit B: System Integration and Certification

Track and Systems is a rail track and systems package that includes track work, maintenance facilities, and railroad systems and is part of the California High-Speed Rail System, which incorporates civil infrastructure, track work, stations, storage and maintenance facilities, train sets and railroad systems.

Verification and Validation Process

The Contractor shall develop and implement a V&V process to confirm to the Authority that by examination and provision of objective evidence the technical contract requirements (verification) and the particular requirements for specific intended use (validation) have been fulfilled.

The Contractor shall document the V&V process in a V&V Management Plan (VVP) addressing as a minimum the V&V management, RM, design management, interface management, inspection and testing management as well as configuration and change management. The VVP shall address the Technical, Project, Agreement and Organizational Project Enabling Processes as applicable for an infrastructure procurement project in accordance with the latest revisions of the INCOSE Systems Engineering Handbook and the ISO/IC 15288 Systems Engineering-System Life Cycle Processes. Change/Configuration Management shall follow the general provisions of the ISO/IEC 10007 Quality Management-Guidelines for Configuration Management. The VVP shall address the contract life cycle phases, stakeholder coordination, inputs, outputs (deliverables), tools and methods used for each phase, activities for each deliverable, roles and responsibilities, and metrics used to measure and report progress.

Requirements Management Tool

The Contractor shall parse, capture, document, analyze, derive, apportion, trace, manage, verify and validate the Technical Contract Requirements using a RM tool. Technical Contract Requirements are defined as Contract Requirements specifying the characteristics of the final deliverable including related design, construction, testing and inspection, and acceptance requirements. Over the requirements issued from the contractual documents, laws, and standards, the Contractor shall derive into the RM Tool the requirements issued from his RAMS and Risk analysis.

The RM Tool shall be IBM Rational DOORS, version 9.5 or later. The Contractor shall manage the design, construction, testing and inspection, and acceptance documents in the RM tool to allow the export of Requirements Verification Traceability Matrices (RVTM) and Certifiable Items Lists (CIL). The Contractor shall submit the RM Tool database monthly and provide the Authority's Representative with full real-time readability web access. In the RM Tool, the Contractor shall provide full traceability through direct hyperlink to the objective evidences supporting the acceptance. The objective evidences shall be organized in a manageable way and stored in the Authority depository.

Requirements Verification Traceability Matrix (RVTM)

The Contractor shall demonstrate compliance with the Technical Contract using the RVTM. Manage the RVTM in the RM tool. The Contractor shall provide an RVTM that identifies the appropriate section references to the final design, construction, testing and inspection, and acceptance documents for each Technical Contract Requirement Appropriate section references to these documents shall explain how each Technical Contract Requirement is met, tested, and accepted by the Contractor's final design and construction. The Contractor shall submit an RVTM including the applicable Technical Contract Requirements with each Technical Contract Submittal. Technical Contract Submittals are defined as Contract Submittals that address the Technical Contract Requirements.

Certifiable Items List

The Contractor shall demonstrate compliance with the critical items using CILs. Manage the CIL in the RM tool. Critical items are a subset of the Technical Contract Requirements, including the following:

1. The System performance requirements (such as RAMS), applicable environmental requirements and mitigations found in the environmental documents including, EIR/EIS, Record of Decision, permits, and approvals;
2. Safety requirements including hazard mitigations;
3. Security requirements including threat mitigations; and,
4. Interoperability items and other Authority Contracts.

The Contractor shall tailor CILs as needed for the specific certification processes, such as for Safety and Security Certifications, including management of preliminary hazard analysis and threat and vulnerability assessments. The Contractor shall develop the CIL based on the RVTM, with extra columns or fields to include the date and initials of the verifier, certifying that the critical item has been incorporated into the final design, constructed, tested and inspected, and accepted as appropriate at each stage of development. The Contractor shall submit a CIL including the applicable Critical Items with each Technical Contract Submittal.

Interoperability Items

The Contractor will be provided with an initial interoperability list of interfaces with other contracts. The Contractor shall develop an interface register and populate it with all external and internal interfaces. All interfaces and interoperability are considered Critical Items. The Contractor shall develop an Interface Control Document (ICD) for each interface, identifying the interface requirements, interface design and the applicable infrastructure conformance assessment. Manage the ICDs in the RM Tool. Demonstrate compliance using CILs.

V&V Report

The Contractor shall provide a V&V report that accompanies every Technical Contract Submittal and use the report to provide an executive summary and Certification of Compliance with the Technical Contract Requirements. The Contractor shall provide additional explanation, as necessary, on how the Technical Contract Submittal meets the Technical Contract Requirements that is not readily available from the RVTM or CILs. Variances between the Technical Contract Requirements and the Technical Contract Submittal shall be explicitly identified and discussed. The Certification of Compliance shall include the confirmation that the references to the objective evidence provided in the RVTM and CILs have been checked by the Contractor's QA/QC process, and have been confirmed as complete and correct. The Contractor may choose to provide the content of the V&V report as part of the submittal letter.

Contract Compliance Certification

The Contractor shall, at every review stage, provide a signed and sealed submittal as indicated in the contract documents, and certify full contract compliance and fit for purpose.

Submittal, Reviews and Audits

Upon milestone submittal, the Authority's Representative will perform a due diligence review and audit as necessary to confirm Contract compliance of the submittal. An Authority review does not define a hold point. The Authority will issue a Statement of No Objection or Approval, if given, based upon audit and additional review results. Hold points might be required for regulatory/legislative review.

The Contractor shall issue for contract compliance certification purpose a safety case demonstrating how from the initial risk analysis he has managed the hazards and risks during the contract life cycle, how he mitigated them and what are the remaining risks. The Contractor shall provide with each remaining risk a reasonable solution for the Authority to mitigate it.

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

Offerors shall not communicate with any firms on this list during the Procurement period, including the RFQ period. Inclusion on this list is not a final determination that an organizational conflict of interest is present for the named entities. Additionally, entities not included on this list may have an organizational conflict of interest, pursuant to Part A.5.0. Offerors are responsible for reviewing the Authority's Organizational Conflict of Interest Policy and complying with the Policy. The Authority's Organizational Conflict of Interest Policy can be found on the Authority's website at:

https://hsr.ca.gov/business/general/organizational_conflict.aspx

Firms on the Rail Delivery Partner Team

1. Abtahi Engineering
2. Acosta Engineering Solutions, P.C.
3. Ascent Environmental
4. Bickmore & Associates
5. Cambridge Systematics
6. Capio Group
7. Commonwealth Associates Inc.
8. Construction Engineering Consulting Group, Inc.
9. Cordoba Corporation
10. Crowe LLP
11. Delegata Corporation
12. DHS Consulting, Inc.
13. EcoDistricts
14. Enterprise Wireless Alliance
15. Fukuji Architecture & Planning
16. Gall Zeidler Consultants
17. GeoAmps, LLC
18. Inse Rail S.L.
19. Intueor Consulting, Inc.
20. Jones, Lang, LaSalle Americas, Inc.
21. Joshi PMCM Inc.
22. Letterly Environmental & Land Planning Mgmt.
23. Meea Kang, LLC
24. National Constructors' Group, Inc.
25. Network Rail Consulting
26. Padilla & Associates
27. Paragon Partners, LTD

28. Parsons Brinkerhoff
29. Project Risk Consultants, LLC
30. Red River Consulting Services (formerly Natoma Technologies, Inc.)
31. Rose Strategic Communications, Inc.
32. SC Solutions
33. Shawn E. Murphy (SEM, Inc.)
34. San Francisco Bay Area Planning and Urban Research Association (SPUR)
35. Steer Davies & Gleave, Inc.
36. TEC Management Consultants
37. TerraVerde Energy, LLC
38. Urban Ecos, LLC
39. Veridico Group, Inc,
40. VST Engineering, Inc.
41. WSP Canada
42. WSP UK
43. WSP USA
44. Zoon Engineering

Prime design-build contractors and project and construction management consultants for Construction Packages 1-4, including joint venture partners on the contract.

1. Tutor Perini Zachary Parsons (CP 1: HSR 13-06)
2. Dragados Flatiron (CP 2-3: HSR 13-57)
3. California Rail Builders (Ferrovial Agroman US Corp and Griffith Corporation; CP 4: HSR 14-32)
4. Wong Harris (CP 1 PCM: HSR 11-20)
5. Arcadis (CP 2-3 PCM: HSR 13-81)
6. HNTB (CP 4 PCM: HSR 15-01)

Additional Authority Consultants and Individuals

1. DB Engineering and Consulting USA
2. Ebbin Moser & Scaggs LLP
3. KPMG LLP
4. Mayer Brown LLP
5. Nossaman LLP
6. Remy Moose Manley, LLP
7. Rutan & Tucker

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, Key Firms, and Guarantors

Form E: Past Performance Certification

Form F: Organizational Conflicts of Interest Disclosure Statement

Form G: Overall Project Small Business Goal Commitment Certification

Form H: Past Projects

Form I: Project Owner References

Form J: Key Firms References

Form A: Transmittal Letter

Offeror: _____

SOQ Date: _____

Rachael Wong
California High-Speed Rail Authority
770 L Street, Suite 620 MS 2
Sacramento, CA 95814

Dear Ms. Wong:

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

No. HSR-dated as of _____ , 20 _____ (the "RFQ"), issued by

the California High-Speed Rail Authority (the "Authority") for Track and Systems, 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), General Offeror Information (Form B through Form F), Surety Letter, Overall Project Small Business Goal Commitment (Form G), Past Projects (Form H), Project Owner References (Form I), Key Firms References (Form J), and Express Commitment Regarding Key Firms;

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

Volume 3: Executive Summary and Technical Response.

Offeror acknowledges receipt, understanding, and full consideration of all materials posted on Cal eProcure 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 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 Project 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.]

Form B: Offeror's RFQ/Proposal Manager

CALIFORNIA HIGH-SPEED RAIL AUTHORITY
Track and Systems
RFQ No: HSR19-13

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/Proposal Manager shall be made in writing to the Authority.

Form C: Identification of Offeror Team Members

Offeror: _____

NAME OF EACH TEAM MEMBER	ROLE IN ORGANIZATION (Check all that apply)
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor
	☐ Equity Member ☐ Lead (insert function) ☐ Guarantor ☐ Subcontractor

Form D: Information about Offeror, Equity Members, Key Firms, and Guarantors

Complete a separate Form D for the Offeror, each Equity Member, each Key Firm, and any proposed Guarantor identified in 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, Key Firm (including role), Guarantor): _____

Name of Official Representative: _____

Title of Official Representative: _____

California Contractor's License(s) # (if applicable): _____

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 State and Year of Incorporation): _____

☐ Partnership

☐ Joint Venture

☐ Limited Liability Company
(If yes, then indicate State and Year of Incorporation): _____

☐ Other
describe): _____

Business Name: _____

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?

☐ Yes ☐ No 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:

5. Have any banks refused to lend to the firm in the last two 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 for the Offeror, each Equity Member, each Key Firm, and each Guarantor identified in Form D. Please make additional copies of this form as needed.

Name of Firm: _____

1. Within the past 10 years, has the firm or any affiliate[1] ever failed to complete any work it agreed to perform, and/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:

[1] 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 project owner against the firm or any affiliate, including cross-claims?

   ☐ Yes ☐ No

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

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

   ☐ Yes ☐ No

   If yes, please explain:

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

☐ Yes ☐ No

If yes, please explain:

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

   ☐ Yes ☐ No

   If yes, please explain:

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

   ☐ Yes ☐ No

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

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

   ☐ Yes ☐ No

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

8. Has the firm been awarded a design contract by a department, division, or other State of California agency within the past 10 years?

   ☐ Yes ☐ No

   If yes, for each such contract please identify the team members and the agencies, and provide agency contact information including telephone numbers:

9. Has the firm been awarded a construction contract by a department, division, or other State of California agency within the past 10 years?

☐ Yes ☐ No

If yes, for each such contract please identify the team members and the agencies, and provide owner contact information including telephone numbers:

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

☐ Yes ☐ No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry:

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

☐ Yes ☐ No

If yes, for each such violation please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers:

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

☐ Yes ☐ No

If yes, for each such violation please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers:

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

☐ Yes ☐ No

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

14. Has the firm been convicted of violating a State or federal law respecting the employment of undocumented aliens in the past 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, each Key Firm, and any proposed Guarantor, as identified in 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'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:

1. Impairment or potential impairment of a consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for authority;

2. An unfair competitive advantage for any Proposer or Offeror with respect to an Authority procurement; or,

3. 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 (including Offeror, team members, and all Subcontractors 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 Certification

The _____,
(Offeror, each Equity Member, and each Key Firm)

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, and each Key Firm)

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, and each Key Firm)

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 Projects[1]

Provide the following information for each of the reference projects identified in response to Section B.1 of Part B, Volume 3.

For projects in which more than one of the Offeror Team members were involved, Offeror may provide a single Form H.

Name of Firm(s): _____

Project Name: _____

Project Location: _____

Date of Project Performance: _____

Project Owner: _____

Offeror's Contract Value: _____

Project Construction Value (at completion or projected at completion): _____

Project Delivery Method:
- ☐ CM At-Risk
- ☐ Design-Bid-Build
- ☐ Design-Build
- ☐ Design-Build-Maintain
- ☐ Bridging
- ☐ Public Private Partnership (P3 or PPP)
- ☐ Integrated Project Delivery
- ☐ Multiple Award Construction Contract
- ☐ Other: _____

Was this a federally Funded Project? ☐ Yes ☐ No
Percentage of work or services performed on the above referenced project: _____

Project Owner Representative Contact Information:
Name: _____
Telephone Number: _____
E-mail Address: _____

Project Owner Additional Contact Information -1:
Name: _____
Telephone Number: _____
E-mail Address: _____

[1] Please make additional copies of this form as needed.

Project Owner Additional Contact Information - 2:
Name: _____
Telephone Number: _____
E-mail Address: _____

Project Owner Additional Contact Information - 3:
Name: _____
Telephone Number: _____
E-mail Address: _____

Summary of Work or Services provided for the above referenced project:

Summary description of project schedule completion deadlines versus actual completion dates on the above referenced project:

Describe overall requirements and performance as it pertains to budget, changes, claims, quality, safety, and environmental compliance (mitigation, monitoring, and reporting) and integration for the above referenced project:

Describe innovative solutions (if any) and approach to risk management used on the above referenced project:

Describe the integration and coordination (if any) between design, construction, and environmental compliance on the above referenced project:

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

Form I: Project Owner References

Offerors shall have the project owner representative of each reference project for which Offeror submits a Form H complete this Form I.

The Authority is selecting design-build-maintain teams for a track and system contract for a new high-speed rail system in California. Major work elements of the Project include all required administrative, design, engineering, integration, permitting, coordination, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation, maintenance, and certification.

TO BE COMPLETED BY OFFEROR

Offeror Team: _____

Firm Name: _____

Project Name and Location: _____

Project Owner: _____

TO BE COMPLETED BY PROJECT OWNER

Owner's Representative: _____

Contact Title: _____

Phone Number: _____

Email Address: _____

Dates of project performance: _____

Type of project: _____

Project description (including project dollar value and delivery method – i.e. design-build, public-private partnership, etc.):

Firm's Role on Project: _____

Percent of work actually performed by such entity: _____

Brief description of the Firm's performance on the above referenced project including your satisfaction with the schedule/timely delivery, quality, innovation and cost of the work 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 owner's representative for the above referenced project:

_____ _____
Signature Date

_____
Printed Name

_____
Title

_____
Firm/Company Name

_____
Offeror Name

Form J: Key Firms References

Each firm identified in a Key Firm position must have two references. Please make *additional* copies of this form as needed.

Summary of Key Firm Team Member Information:

Offeror Team: _____

_____

Project Role: _____

Years of Relevant Project Experience: _____

Key Project Position Reference Contact Information:

Project Name: _____

Project Owner: _____

Project Location: _____

Project Performance Dates: _____ to _____

Project Construction Value: _____

Project Reference Name: _____

Project Reference Title: _____

Project Reference

Telephone: _____

Project Reference Email: _____

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